

CITY OF SOUTH FULTON, GEORGIA
REGULAR MEETING - Welcome All Park Multipurpose Facility, 4255 Will Lee Rd, South
Fulton, GA 30349
Tuesday, September 26, 2023, 4:00 PM



SOUTH FULTON CITY COUNCIL MISSION STATEMENT:

To provide exceptional customer service that sustains a safe, inclusive, innovative, and an economically vibrant city.

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

REGULAR COUNCIL MEETING AGENDA

- I. 4:00 p.m. Invocation
- II. 4:02 p.m. Pledge of Allegiance
- III. 4:03 p.m. Roll Call- Corey Adams, City Clerk
- IV. 4:04 p.m. Meeting Called to Order- Mayor khalid (*Times are estimates only)
- V. 4:05 p.m. Approval of City Council Meeting Minutes
 - 1. Request Council Approval of City Council Regular Meeting Minutes from August 22, 2023 (City Clerk)
 - 2. Request Council Approval of City Council Work Session Minutes from September 12, 2023 (City Clerk)
 - 3. Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from September 12, 2023 (City Clerk)
 - 4. Request Council Approval of City Council Special Called Meeting Minutes from September 5, 2023 and September 12, 2023 (City Clerk)
- VI. 4:07 p.m. Adoption of Council Agenda
- VII. 4:10 p.m. Proclamation Presentations

5. Proclamation Presentation Recognizing Kyle Watson's Day of Awareness (Councilmember Sebastian)

Proclamation Presentation Recognizing Tonya Newberry and Autism Branches Appreciation Day (Councilmember Sebastian)

Proclamation Presentation Recognizing GALEO Appreciation Day (Councilmember Pritchett)

VIII. 4:20 p.m. FY2024 Budget - Public Hearing #3

6. Presentation of FY2024 Budget - Sharon D. Subadan, Interim City Manager
7. Second Read and Request for Approval of An Ordinance Adopting the FY2024 Budget
8. Second Read and Request for Approval of An Ordinance To Amend Title 11, Parks And Recreation, Chapter 8, Arts And Entertainment, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending South Fulton Public Arts Ordinance (Cultural Affairs Department)

IX. 4:40 p.m. Executive Session

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

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

- X. 5:00 p.m. Planning, Zoning and Permits (Alcohol Licenses, Rezoning, Variance and Special Use Permit Cases For Vote, Where Noted)

9. Alcohol License Cases

5:00 p.m. Tom Waters., dba Club Wax seeks an alcohol license for the consumption sales of wine, beer and distilled beverages at 4375 Commerce Dr. SW, Atlanta, Ga. 30336. (District 1)

10. 5:05 p.m. Fannies Inc., dba Fannies Cabaret seeks an alcohol license for the consumption sales of wine, beer and distilled beverages at 4401-C Fulton Industrial Blvd, Atlanta, Ga. 30336. (District 1)

11. Short Term Rental Special Permits*

*Change in Zoning Ordinance requires approval by City Council of all AirBnBs and other Short Term Rentals

~~5:10 p.m. U23-009: Application by Jasmin A. Robinson requesting a Special Use Permit to operate a Short-Term Rental at 3660 Utoy Drive SW Atlanta, GA 30331 (Parcel ID: 14F0012 LL1505). (District 1)~~

12. ~~5:15 p.m. U23-007: Application by ST Holdings LLC requesting a Special Use Permit to operate a Short-Term Rental at 7240 Hobgood Road, Fairburn GA 30213 (Parcel ID: 07-250001210224). (District 4)~~

13. ~~5:20 p.m. U23-008: Application by Sean McKinney requesting a Special Use Permit to operate a Short-Term Rental at 5775 Dodson Road, Fairburn GA 30213 (Parcel ID: 09F20000970343). (District 4)~~

14. Rezoning Cases

5:25 p.m. Z23-007 and CV23-002: First Read of A Rezoning Ordinance for an Application by PVJ RE Holdings LLC requesting a Rezoning from the AG-1 Agricultural District to the C-1 Limited Commercial District and Concurrent Variances to reduce the north zoning buffer from 25' to 10', reduce the north improvement setback from 10' to 0', to reduce the east zoning buffer from 50' to 25', and to reduce the parking space requirement from 47 spaces to 29 spaces at the parcel located on the corner of Old National Highway and Carobet Terrace (Parcel ID: 13 0132 LL0443). (District 6)

15. 5:30 p.m. Z23-009: First Read of A Rezoning Ordinance for an Application by Kenneth Wilson to Rezone from AG-1 (Agricultural District) to M-1 (Light Industrial District) property located at 2888 Sullivan Road, College Park, GA 30337 (Parcel ID: 13 0062 LL0694). (District 5)

16. 5:35 p.m. Z23-010: First Read of A Rezoning Ordinance for an Application by Randy Arnold Jr, requesting to Rezone from AG-1 (Agricultural District) and SUB A (Suburban A Single-Family District) to MIX (Mixed Use District) property located at 5425 and 5445 Buffington Road, South Fulton, GA 30349 (Parcel ID: 13 0096 LL0280 and 13 0096 LL0033). (District 5)

17. 5:40 p.m. Z23-011: Second Read and Request Approval of An Ordinance to Rezone from R-3 (Single Family Dwelling District) to R-5A (Single Family Dwelling District) property located at 0 Estes Drive (Parcel ID: 13 0096 LL0561). (District 5)

XI. 5:45 p.m. Consent Agenda Items

18. Consent Agenda: PROCLAMATIONS

Mayor/Council Proclamations for Spreading on the Minutes:

LaRita Reid Appreciation Day (Councilmembers Willis and Gumbs)

Amanda "Diane" Ragin Pritchett (Mayor and Full Council)

Purple Heart Month (Councilmember Reeves)

Charles Roosevelt Mercer (Councilmember Williams-Brown)

Christina Jordan Appreciation Day (Councilmember Rowell)

Bishop Alonzo Terry (Mayor and Full Council)

J and V Cares, Inc. Day (Mayor and Full Council)

Monica G. Coleman and Stanley's Cigar Lounge Appreciation Day (Councilmember Gumbs)

Leila Mae Asberry Smith Appreciation Day (Councilmember Willis)

Reverend Dr. William Noel Fleetwood Freeman Appreciation Day (Councilmember Willis)

Tyrone Spears and The Jardine Spears Autism Foundation Appreciation Day (Councilmembers Willis and Gumbs)

19. Consent Agenda: SUBDIVISION PLATS

Request Council confirmation of the following recorded development plats as approved by the City Engineer pursuant to Section 4.2.2.E of the Subdivision Regulations, Appendix D:

1. Olamiju Farmhouses Subdivision (District 3)
 2. Creekview Circle Subdivision (District 5)
 3. Guice at Hampton Oaks Townhomes (District 4)
 4. Le Grande Ph3 Subdivision (District 1)
20. Request for Approval of A Resolution Authorizing The Elected Officials Of The City Of South Fulton, Georgia To Be Covered Under Workers' Compensation; And For Other Lawful Purposes (Sponsored by Councilmember Pritchett and the Human Resources Department)
 21. Request for Approval of A Resolution To Approve And Implement The Project Lifesaver Program And For Other Purposes (Sponsored by Councilmember Jaceey Sebastian and the Police Department)
 22. Request for approval to utilize the services of **Utilicom Supply Associates** to secure Traffic Signal Cabinets and components that will be used to keep signals up to date. The amount of the Purchase Order will be **\$157,481.60.** (Public Works)
 23. Request for Approval To Accept A Congressional Appropriation of \$805,000 to purchase police cruisers and acquire the National Integrated Ballistics Information Network. (Police)
 24. Request for Approval of A Memorandum of Understanding with Hapeville Charter School (Parks and Recreation)

XII. 6:00 p.m. Public Comments

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

XIII. 6:30 p.m. Council Comments

XIV. 6:50 p.m. Agenda Items

25. CALENDAR AND ADMINISTRATION

6:50 p.m. Second Read and Request for Approval of An Ordinance To Amend Title 1, Administration, Chapter 3 - Mayor And Council, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending Section 1-3001 - Time, Place For Meetings And Zoning Hearings; Open Meetings (City Manager)

26. 6:55 p.m. Request for approval to confirm a special event for “Camp Creek Church of Christ 5K Walk/ Run” - September 30, 2023 - 9 am - 10:30 am start and end at the church driveway located at 2400 Merk Rd, South Fulton, GA 30311. (District 2) (CDRA)

27. PUBLIC SAFETY

7:00 p.m. Second Read and Request for Approval of An Ordinance To Amend Title 8, Traffic And Vehicles, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending Certain Regulations Related To Parking; And For Other Lawful Purposes. (Sponsored by Councilmember Gumbs and Police Department)

28. 7:05 p.m. First Read of An Ordinance To Amend Section 6-2002 – Definitions, Chapter 2 – Solid Waste Ordinance of Title 6 – Health And Administration By Reinstating The 2005 Fulton Solid Waste Management Plan; And For Other Lawful Purposes. (Sponsored by Councilmember Rowell and Public Works)

29. 7:10 p.m. Second Read and Request for Approval of An Ordinance To Amend Title 13 Fire Protection And Prevention Chapter 3 Fire Prevention Code And Safety Standards Of The Code Of Ordinances, City Of South Fulton, GA To Add Section 13-3007 Electric Coil Cooking Devices (Fire)

30. 7:15 p.m. First Read of An Ordinance To Amend Title 6, Health And Sanitation, Chapter 1, Smoke-Free Air, Of The City Of South Fulton Code Of Ordinances So As To Provide An Exemption From The Smoking Regulations Identified In Section 6-1005 Through 6-1008 For One (1) Cigar Bar Located At 3461 Roosevelt Highway, Suite 15; And For Other Lawful Purposes. (Sponsored by Councilmember Willis)

XV. 7:20 p.m. Intermission

XVI. 7:30 p.m. Agenda Items - Continued

31. PURCHASING AND FUTURE EXPENDITURES

Parks And Recreation

Request for Approval of A Resolution Approving The Interim City Manager’s Recommendations For The Renovation Of Welcome All Park Pool And For The Consideration Of Outdoor Pools In The City And For Other Purposes: \$1.5M for Welcome All (including contingency); \$3.5M for new two outdoor pools (including contingency) at Burdette And Cedar Grove Park. (Sponsored by Councilmembers Willis, Williams-Brown, Gumbs and Sebastian)

32. Request approval to award the contract for ITB #23-72 Trammel Crow Tennis Court Rebuild (**Signature Tennis Courts - \$175,100**)

This contract is for the Trammel Crow Tennis Court Rebuild Project, including, but not limited to, labor, tools, equipment, transportation, supervision, and administrative costs (direct and indirect). The scope includes restoring and grading courts drainage repair as well as the surrounding areas; resurfacing courts, ADA compliance, and net replacements.

33. Roads And Bridges

Request approval to award the contract for ITB #23-75 Bridge - Cochran Road over Deep Creek (**BRTU - \$3,895,677.40**)

This project is located along Cochran Road and will replace the existing bridge over Deep Creek with a new structure and new roadway approaches. The project begins 280-ft south of the existing bridge and ends 280-ft north of the existing bridge. The proposed mainline will consist of two (2), 11-ft travel lanes with curb and gutter in each direction. Improvements also include 5-ft sidewalks, 2-ft landscape strip and improvements as better described/depicted in the construction plans.

34. ~~Request approval to award the contract for ITB #23-74 TSPLOST Rivertown Road at Cedar Grove Road Improvement Project (SD And C Inc. - \$2,535,970.10)~~

~~This project will provide intersection improvements, including constructing a single-lane roundabout. Additional improvements include drainage, curb and gutter, streetlights, and 5-ft wide sidewalks.~~

35. Request approval to award the contract for ITB #23-71 TSPLOST Road Resurfacing Project (**ER Snell - \$21,726,739.66**)

This contract involves the resurfacing and striping of selected roads located in the City of South Fulton utilizing the Transportation Special Purpose Local Option Sales Tax (TSPLOST II). The roads will be resurfaced and striped per Georgia Department of Transportation (GDOT) standards and specifications. (See Agenda Packet for list of roads)

36. Request Approval of A Novation Agreement between Williams-Russell and Johnson, Inc./Moreland Altobelli and Associates, Inc, a Joint Venture; Atlas Technical Consultants, LLC, a Limited Liability Company; and The City of South Fulton, Georgia, a municipal corporation. (Public Works)
37. Request approval to allow **Atlas Technical Consultants, LLC**, JV Partner to complete the design of T265 Old National Highway Sidewalk Phase II as the engineer of record in the amount of **\$150,000**. (Public Works)

38. Sanitation, Stormwater And Street Cleaning

Request approval to award the contract for ITB #23-17 Standby Storm Line Cleaning. (**SCA of CA, LLC Amount: \$80,500.00**)

This contract is for on-call standby Storm Line cleaning and rehabilitation projects. The projects vary in magnitude and scope. The typical projects may include, but are not limited to, the following:

- Culvert cleaning
- Storm Drain Line Cleaning
- Storm System Cleaning
- Catch Basin Cleaning

39. Request for approval to modify and renew the existing professional services agreement for **Brightview Landscapes** in the amount of \$1,018,641.36.

(Public Works)

- \$855,633.36 Current contract amount
- \$24,921.36 Three percent increase (upon renewal)
- \$112,104.00 Additionally bi-weekly services for FIB side streets (about 20 miles)
- \$45,456.00 Additional Weekly Landscape (3 roundabouts and Cascade Rd Median)
- \$5,448.00 Wolf Creek Multi-use Trail, Bi-weekly Services
- **\$1,018,641.36** Total for FY 2024 (October 1, 2023 – September 30, 2024)

40. Fire And EMS

Request for approval to enter into an agreement with **Paryani Construction** to provide interior facility renovation of Fire Station #6 (Cedar Grove). The agreement is a "piggyback" of the Cooperative Agreement, Georgia Statewide Contract #99999-SPD-S20200901-00020, issued by Sourcewell, #GA-A07-040820-PAR, a statewide cooperative organization. The contract is in the amount of **\$1,996,701.00** and is budgeted in FY 23 capital improvement budget. (Public Works)

41. Police

Request approval to award the contract for ITB #23-76 Real-Time (Crime Center) (**Digital Platform Project: IBM - \$753,132**)

This contract is to build a state-of-the-art Real Time Crime Center Digital Platform that will provide a 360-degree view of the jurisdiction, the department, its functions, and its data – with the goal of looking at past, present, and future patterns and trends.

XVII9:15 p.m. Adjournment of Meeting

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Regular Meeting Minutes from August 22, 2023

DATE: September 26, 2023

SUBJECT: Request Council Approval of City Council Regular Meeting Minutes from August 22, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_RM_2023_8_22_Meeting DRAFT	Cover Memo	9/24/2023

CITY OF SOUTH FULTON, GEORGIA
REGULAR MEETING - Southwest Arts Center 915 New Hope Road, Atlanta, GA 30331
Tuesday, August 22, 2023, 4:00 PM



REGULAR MEETING MINUTES

I. 4:00 p.m. Invocation

Minutes:

The invocation was rendered by Pastor McNeil.

II. 4:02 p.m. Pledge of Allegiance

Minutes:

The pledge of allegiance was recited in unison.

III. 4:04 p.m. Meeting Called to Order- Mayor khalid (*Times are estimates only)

Minutes:

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

Attendee Name	Title	Status	Arrived
khalid kamau	Mayor	Present	
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	4:05 pm
Helen Z. Willis	District 3 Councilmember	Present	
Jaceey Sebastian	District 4 Councilmember	Present	
Corey A. Reeves	District 5 Councilmember	Present	4:10 pm
Natasha Williams	District 6 Councilmember	Present	
Linda Pritchett	District 7 Councilmember	Present	

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

IV. 4:05 p.m. Approval of City Council Meeting Minutes

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

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

Minutes:

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

Regular Meeting from July 18, 2023

Zoning Public Hearing from August 8, 2023

Work Session Meeting from August 8, 2023

Special Called Meeting from August 8, 2023

Millage Rate Hearings from August 9, 2023 August 16, 2023 and August 16, 2023

The motion was approved 6-0. Councilmember Reeves did not vote.

1. Request Council Approval of City Council Regular Meeting Minutes from July 18, 2023 (City Clerk)
2. Request Council Approval of City Council Work Session Minutes from August 8, 2023 (City Clerk)
3. Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from August 8, 2023 (City Clerk)
4. Request Council Approval of City Council Special Called Meeting Minutes from August 8, 2023 (City Clerk)
5. Request Council Approval of City Council Millage Rate Hearings Minutes from August 9, 2023, August 16, 2023 (Meeting 1) and August 16, 2023 (Meeting 2) (City Clerk)

V. 4:07 p.m. Adoption of Council Agenda

Motion (Approve as Amended): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

Yea: 6 Gumbs, Pritchett, Rowell, Sebastian, Williams, Willis
Nay: 0
Abstain: 0

Not Voting: 1 Reeves

Minutes:

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

1) Hold Item #38 and discuss in Executive Session.

The motion was approved as amended 6-0.

VI. 4:10 p.m. Proclamation Presentations

6. Proclamation Presentation recognizing Omicron Kappa Zeta Chapter of Zeta Phi Beta Sorority, Incorporated (Councilmember Reeves)

Proclamation Presentation Honoring the Life of Danielle Monique Hunter (Councilmember Gumbs)

Minutes:

Proclamations Presented

VII. 4:20 p.m. Public Hearing 1: FY2024 Budget

Minutes:

Public Hearing speakers:

-
7. 1. 4:20 p.m. Presentation: Sharon D. Subadan, Interim City Manager
2. 4:30 p.m. Public Comments
3. 4:50 p.m. Response by Interim City Manager
4. 5:00 p.m. Council Comments

Minutes:

Presentation provided by Sharon Subadan, Interim City Manager. (Presentation on file)

VIII. 5:18 p.m. Second Read and Approval of An Ordinance Adopting the Recommended Millage Rate of 12.899

Motion (Approve): Councilmember Rowell

Second: Councilmember Reeves

[Motion Not Carried]

Yea: 0

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the 2023 Millage Rate at 12.899.

The motion was not carried.

Motion (Approve as Amended): Councilmember Willis

Second: Councilmember Sebastian

[Motion Not Carried]

Yea: 0

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A substitute motion was made to approve the 2023 Millage Rate at 12.399. Councilmember Willis suggested that the debt service be reduced to \$7 million dollars. Additionally, the City Manager should make up the difference of \$1.9 million dollars.

The motion was not carried.

Motion (Approve as Amended): Councilmember Gumbs

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A substitute motion was made to approve the 2023 Millage Rate at 12.399. The City Manager was directed to bring back an amended budget accounting for the reduction in the millage rate.

The motion was approved unanimously.

IX. 5:20 p.m. Consent Agenda Items

Motion (Approve): Councilmember Rowell

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Consent Agenda 8-24.

The motion was approved unanimously.

8. Consent Agenda: PROCLAMATIONS

Mayor/Council Proclamations for Spreading on the Minutes:

Grace Life Conference and Homecoming Day (Councilmember Pritchett)
Verina Hunt Appreciation Day (Councilmember Gumbs)
Reginald Quinton Rowell Appreciation Day (Councilmember Gumbs)
Christopher Eubanks Appreciation Day (Mayor khalid)
Quentavious A. Gooden Memorial Day (Councilmembers Reeves and Pritchett)
Parks and Recreation Month (Mayor and Full Council)
Amerika Sutton, The Love Medicine Tribe Band And Red Pill Day (Mayor and Full Council)
Marvin Arrington, Sr. Appreciation Day (Mayor and Full Council)
Wendell Leon Phillips II Appreciation Day (Mayor khalid)

Minutes:

Item approved as a part of the Consent Agenda.

9. Consent Agenda: SUBDIVISION PLATS

Request Council confirmation of the following recorded development plats as approved by the City Engineer pursuant to Section 4.2.2.E of the Subdivision Regulations, Appendix D:

- Creekbend Overlook (District 4)
- Stone Crest Estates (District 4)
- Briar Creek (District 3)
- ATL5 / Alston Investments (District 1)
- Palisade at Stonewall Tell (District 2)
- Sandtown Falls (District 1)

Minutes:

Item approved as a part of the Consent Agenda.

10. Consent Agenda: CONTRACTS AND AGREEMENTS

Request Approval of IGA with City of Atlanta Watershed Management - Danforth Road Sidewalk Project. (Public Works)

Minutes:

Item approved as a part of the Consent Agenda.

11. Request Approval of IGA with City of Atlanta Watershed Management – Fairburn Road Improvements Phase II. (Public Works)

Minutes:

Item approved as a part of the Consent Agenda.

12. Request Approval of IGA with City of Atlanta Watershed Management – Campbellton Road at Stonewall Tell Road Intersection Improvements. (Public Works)

Minutes:

Item approved as a part of the Consent Agenda.

13. Request Approval of IGA with City of Atlanta Watershed Management – Old National Highway Sidewalk Phase II. (Public Works)

Minutes:

Item approved as a part of the Consent Agenda.

14. A Resolution Authorizing The City Manager To Accept The Award To The City Of The Assistance Firefighter Grant In An Amount Not To Exceed One Hundred And Thirty-Four Thousand Seven Hundred And Eighteen Cents (\$134,700.18) With A Required Ten Percent (10%) Match, And For Other Lawful Purposes

Minutes:

Item approved as a part of the Consent Agenda.

15. Request Approval to enter into an Affiliation Agreement between the City of South Fulton (Fire Rescue Department) and Prime Healthcare Foundation - Southern Regional, LLC, dba Southern Regional Medical Center. The purpose of this agreement is for EMT students to do their state-required clinicals. There is no cost to the City of South Fulton. (Fire)

Minutes:

Item approved as a part of the Consent Agenda.

16. Request Approval to enter into a Memorandum of Agreement with Clayton County Fire and Emergency Services. The purpose of this Memorandum of Agreement is to provide instruction and practice for City of South Fulton Training Academy Students at Clayton County Fire and Emergency Services. This agreement will remain in effect from July 1, 2023, until July 1, 2025. There is no cost to the City of South Fulton. (Fire)

Minutes:

Item approved as a part of the Consent Agenda.

17. Request Approval to accept the Georgia EMS Association (GEMSA) NAEMT Grant in the amount of \$5,850. (Fire)

Minutes:

Item approved as a part of the Consent Agenda.

18. Request approval to purchase forty-five (45) radios from Motorola Solutions in the amount of \$301,646.16. (Fire)

Minutes:

Item approved as a part of the Consent Agenda.

19. Request approval to purchase Fire Nozzles and Accessories from Ten-8 Fire and Safety, LLC in the amount of \$114,066.43. (Fire)

Minutes:

Item approved as a part of the Consent Agenda.

20. Request Approval to enter into a contract with Emergency Services Consulting International (ESCI) for a three (3) year contract in the amount of \$307,683. Payment is contingent on services rendered by ESCI. Services contracted are 2-promotional testing at all levels in years 1 and 3 and deliverables are a 5-year strategic plan, standard of coverage, community risk assessment, and station location project due in year two (2). (Fire)

Minutes:

Item approved as a part of the Consent Agenda.

21. Request approval to purchase Self-Contained Breathing Apparatus (SCBA) from Ten-8 Fire Safety, LLC in the amount of \$188,968.33. (Fire)

Minutes:

Item approved as a part of the Consent Agenda.

22. Request approval to purchase three (3) sets of Fire Extrication Tools from Georgia Fire and Rescue Supply in the amount of \$123,789.00. (Fire)

Minutes:

Item approved as a part of the Consent Agenda.

23. Request approval to purchase new fire hoses consisting of various sizes from NAFECO in the amount of \$111,940.00. (Fire)

Minutes:

Item approved as a part of the Consent Agenda.

24. Request approval to purchase Personal Protective Equipment (PPE) from NAFECO, in the amount of \$229,625.00. (Fire)

Minutes:

Item approved as a part of the Consent Agenda.

X. 5:25 p.m. Public Comments

XI. 5:55 p.m. Council Comments

XII. 6:15 p.m. Agenda Items - Part I

25. PLANNING

6:15 p.m. Z23-011 – First Read Of An Ordinance To Rezone 10.96 Acres Of Land Located On The South Side Of Estes Drive (PARCEL ID 130096 LL0561), From R-3 (Single Family Dwelling) To R-5A (Single Family Dwelling); And For Other Lawful Purposes.

Minutes:

First Read

26. 6:25 p.m. Second Read and Request Approval of An Ordinance To Amend The City Of South Fulton Code Of Ordinances And The City Of South Fulton Zoning Ordinance By Amending Various Sections Of Title 5 – Zoning And Planning, For The Purpose Of Updating City Procedures; To Rescind Section 3 And Section 5 Of ORD2023-013, Adopted MAY 23, 2023; And For Other Lawful Purposes. (Sponsored by Councilmember Becquer-Pritchett)

Motion (Approve): Linda Pritchett

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve An Ordinance To Amend The City Of South Fulton Code Of Ordinances And The City Of South Fulton Zoning Ordinance By Amending Various Sections Of Title 5 – Zoning And Planning, For The Purpose Of Updating City Procedures; To Rescind Section 3 And Section 5 Of ORD2023-013, Adopted May 23, 2023.

27. PUBLIC WORKS

6:30 p.m. Request approval to purchase one (1) 2024 Freightliner Tandem Dump Truck in the amount of \$166,194. (Public Works)

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve items 27-29 as a group vote.

The motion was approved unanimously.

28. 6:35 p.m. Request approval to purchase one (1) John Deere Brush Cutting Tractor in the amount of \$163,293.63. (Public Works)

Minutes:

Item approved as a part of group block vote for items 27-29.

29. 6:40 p.m. Request Approval of Georgia Power Company Utility Relocation Agreement - Danforth Road Sidewalk. The cost is \$249,596 to be funded out of TSPLOST I funding. (Public Works)

Minutes:

Item approved as a part of group block vote for items 27-29.

30. 6:45 p.m. First Read of An Ordinance To Amend Title 8, Traffic And Vehicles, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending Certain Regulations Related To Parking; And For Other Lawful Purposes. (Sponsored by Councilmember Gumbs)

Minutes:

First Read

31. CITY EVENTS

6:55 p.m. Discussion: City and Special Events Calendar through December 2023 (City Manager)

32. 7:25 p.m. Discussion of Alcohol Permits for SWAC and Outdoor Events (Mayor khalid)
33. 7:45 p.m. Request Approval of Park and Paws Alcohol Permit (if necessary) Mayor khalid
34. 7:48 p.m. Request Approval to procure a contract with up to three (3) event planning firm(s) to provide community events (Friday Night Live Series) for the Old National Corridor of Districts 5, 6, and 7. (Councilmember Reeves)
35. 7:51 p.m. Request Approval of a special event permit for “The Annual Old National Merchants Association (ONMA) 5K WALK RUN”, 5495 Old National Hwy, 30349 – Saturday, September 16, 2023 (7 a.m. – 12 p.m.) (CDRA)

Motion (Approve): Councilmember Rowell

Second: Councilmember Sebastian

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve items 35-37 as a group vote.

The motion was approved unanimously.

36. 7:54 p.m. Request Approval of a special event permit for “The 8th Annual DIVINE NINE National Panhellenic Council (NPHC) 5K”, Wolf Creek Amphitheater – Saturday, September 2, 2023 (5 a.m. – 12 p.m.) (CDRA)

Minutes:

Item approved as a part of group block vote for items 35-37.

37. 7:57 p.m. Request Approval of a special event permit for “ONE LOVE CENTURY, INC. Cycling through the City of South Fulton - Friday September 1, 2023 - Saturday, September 2, 2023 (6 a.m. – 5 p.m.) (CDRA)

Minutes:

Item approved as a part of group block vote for items 35-37.

XIII. 8:00 p.m. Intermission

XIV. 8:20 p.m. Agenda Items - Part II

38. PUBLIC SAFETY

8:20 p.m. Second Read And Request Approval Of An Ordinance To Amend The City Of South Fulton Code Of Ordinances By Amending Title 6 – Health And Sanitation For The Purpose Of Updating The City’s Smoke-Free Air Ordinance; And For Other Lawful Purposes. (Sponsored by Councilmember Willis)

39. 8:25 p.m. First Read Of An Ordinance To Amend Title 13 Fire Protection And Prevention Chapter 3 Fire Prevention Code And Safety Standards Of The Code Of Ordinances, City Of South Fulton, GA To Add Section 13-3007 Electric Coil Cooking Devices (Fire)

Minutes:

First Read

40. CITY ADMINISTRATION

8:30 p.m. Second Read And Request Approval Of An Ordinance To Amend Section 4.16, Internal Auditor Of The City Of South Fulton Charter; And For Other Lawful Purposes.

Motion (Approve): Councilmember Sebastian

Second: Councilmember Williams

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve An Ordinance To Amend Section 4.16, Internal Auditor Of The City Of South Fulton Charter.

The motion was approved unanimously.

41. 8:35 p.m. Second Read And Request Approval Of An Ordinance To Amend Section 4.11, Boards, Of The City Of South Fulton Charter; And For Other Lawful Purposes. (Sponsored by Councilmember Pritchett)

Motion (Approve): Linda Pritchett

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve An Ordinance To Amend Section 4.11, Boards, Of The City Of South Fulton Charter.

The motion was approved unanimously.

42. 8:40 p.m. First Read Of An Ordinance To Amend Title 11, Parks And Recreation, Chapter 8, Arts And Entertainment, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending South Fulton Public Arts Ordinance (Cultural Affairs Department)

Minutes:

First Read

43. 8:45 p.m. Request Approval Of A Resolution To Adopt And Approve The City Tree And Flower; And For Other Lawful Purposes (Sponsored by Councilmembers Catherine Rowell, Carmalitha Gumbs and Natasha Williams)

Motion (Approve): Councilmember Rowell

Second: Councilmember Williams

[Motion Approved]

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

Nay: 1 Reeves

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve A Resolution To Adopt And Approve The City Tree And Flower.

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

44. 8:50 p.m. First Read Of An Ordinance To Amend Title 1, Administration, Chapter 3 - Mayor And Council, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending Section 1-3001 - Time, Place For Meetings; Open Meetings (City Manager)

Minutes:

First Read

45. 8:55 p.m. Request Approval of Revised Purchasing Card Policy and Travel Policy (City Manager)

Motion (Approve): Linda Pritchett

Second: Councilmember Williams

[Motion Withdrawn]

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

Minutes:

A motion was made to approve Revised Purchasing Card Policy and Travel Policy.

The motion was withdrawn.

Motion (Table): Councilmember Rowell

Second: Councilmember Sebastian

[Motion Approved]

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

Minutes:

A motion was made to table the Revised Purchasing Card Policy and Travel Policy until the special called meeting scheduled for September 12, 2023 after the work session.

The motion was unanimously.

XV. 9:00 p.m. Executive Session (if needed)

Motion (Recess): Councilmember Willis

Second: Linda Pritchett

[Motion Approved]

Yea: 5 Gumbs, Pritchett, Rowell, Sebastian, Willis
Nay: 0
Abstain: 0
Not Voting: 2 Reeves, Williams

Minutes:

A motion was made to recess for Executive Session for Personnel, Real Estate and Litigation at 10:07 PM.

The motion was approved 5-0. Councilmembers Reeves and Williams did not vote.

Motion (Reconvene): Linda Pritchett

Second: Councilmember Rowell

[Motion Approved]

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

Minutes:

A motion was made to reconvene from Executive Session at 11:19 PM.

The motion was approved 6-0. Councilmember Gumbs was not present.

XVI. Adjournment of Meeting

Motion (Adjourn): Councilmember Sebastian

Second: Linda Pritchett

[Motion Approved]

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

Minutes:

A motion was made to adjourn the meeting at 11:20 PM.

The motion was approved 6-0. Councilmember Gumbs was not present.

Motion (Adjourn): Councilmember Reeves

Second: Councilmember Williams

[Motion Not Carried]

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

Minutes:

A motion was made to adjourn the meeting at 10:06 PM.

The motion was not carried.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Work Session Minutes from September 12, 2023

DATE: September 26, 2023

SUBJECT: Request Council Approval of City Council Work Session Minutes from September 12, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_WS_2023_9_12_Meeting DRAFT	Cover Memo	9/25/2023

CITY OF SOUTH FULTON, GEORGIA
WORK SESSION - Welcome All Park Multipurpose Facility, 4255 Will Lee Rd, South Fulton,
GA 30349
Tuesday, September 12, 2023, 4:00 PM



COUNCIL WORK SESSION MEETING MINUTES

I. 4:00 p.m. Call to Order - Mayor khalid

Minutes:

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

II. 4:01 p.m. Roll Call - Corey Adams, City Clerk

Attendee Name	Title	Status	Arrived
khalid kamau	Mayor	Present	
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Jaceey Sebastian	District 4 Councilmember	Present	
Corey A. Reeves	District 5 Councilmember	Present	5:00 pm
Natasha Williams	District 6 Councilmember	Present	
Linda Pritchett	District 7 Councilmember	Present	

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

III. City Manager Items - Sharon Subadan, Interim City Manager

1. Staff Reports

- 4:03 p.m. City Manager Monthly Reports (inclusive of the Finance and Public Works Reports)

a. Briefing on City Contracts/Purchases Exceeding \$25,000.00

b. Update City Initiatives Aligned with Strategic Plan

Minutes:

Sharon Subadan, Interim City Manager, provided the monthly city manager's report.

Mayor khalid requests a schedule of speed bump installation throughout the City.

Councilmember Willis requested a report detailing the number of citizens approved for the Sanitation Assistance Program by district. 547 approved, 85 denied.

Councilmember Willis requested a report detailing the street paving schedule for the City.

Councilmember Gumbs requested a report detailing the service route for the street sweeper.

IV. Presentations

2. Presentations

- a. 4:30 p.m. Hapeville Charter School Agreement (Parks and Recreation)
- b. 4:40 p.m. Autism Program (Police Dept. and Councilmember Sebastian)
- c. 4:50 p.m. City Aquatics Plan (Parks and Recreation)

Minutes:

Presentation by Ternard Turner, Director of Parks and Recreation Department presenting a partnership agreement between Hapeville Charter School and the Parks and Recreation Department for the use of Burdette Gymnasium.

Presentation by Chief Keith Meadows regarding Project Lifesaver. (Presentation on file)

Presentation by Ternard Turner, Director of Parks and Recreation Department regarding the City's Aquatics Plan. (Presentation on file)

V. 5:20 p.m. Council Comments

VI. 5:40 p.m. Executive Session (if needed)

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

Minutes:

No Executive Session Conducted.

3. City Attorney's Report

VII. Adjournment of Meeting

Motion (Adjourn): Councilmember Rowell

Second:

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the Work Session at 6:14 pm.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from September 12, 2023

DATE: September 26, 2023

SUBJECT: Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from September 12, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_ZPH_2023_9_12_Meeting DRAFT	Cover Memo	9/24/2023

CITY OF SOUTH FULTON, GEORGIA
ALCOHOL/ZONING PUBLIC HEARINGS - Welcome All Park Multipurpose Facility,
4255 Will Lee Rd, South Fulton, GA 30349
Tuesday, September 12, 2023, 6:00 PM



SPECIAL CALLED MEETING MINUTES

1. 6:00 p.m. Meeting Called to Order – Mayor khalid

Minutes:

The meeting was called to order by Mayor khalid kamau at 6:15 PM.

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

Minutes:

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

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

3. 6:02 p.m. Alcohol Licenses, Rezoning, Variance and Special Use Permit Cases (Public Hearing Only)

1. Alcohol License Cases

6:02 p.m. Public Hearing – Tom Waters., dba Club Wax seeks an alcohol license for the consumption sales of wine, beer and distilled beverages at 4375 Commerce Dr. SW, Atlanta, Ga. 30336. (District 1)

Minutes:

Public Hearing held.

Applicant: Mike Walters is the applicant and says Tom Walters is not the applicant.

No speakers were present in support or opposition.

2. 6:20 p.m. Public Hearing – IDK Inc., dba Club Babes seeks an alcohol license for the consumption sales of wine, beer and distilled beverages at 304 Fulton Industrial Circle, Atlanta, Ga. 30336. (District 1)

Minutes:

Public Hearing held.

The Applicant was not present. A letter was received prior to the meeting from DeWayne Nathaniel Martin, Attorney at Law on behalf of IDK Inc dba Club Babes advising that the applicant wishes to withdraw this application request.

No speakers were present in support or opposition.

3. 6:40 p.m. Public Hearing – Fannies Inc., dba Fannies Cabaret seeks an alcohol license for the consumption sales of wine, beer and distilled beverages at 4401-C Fulton Industrial Blvd, Atlanta, Ga. 30336. (District 1)

Minutes:

Public Hearing held.

Applicant: Andrew Cargill present.

No speakers were present in support or opposition.

4. Short Term Rental Special Permits*
*Change in Zoning Ordinance requires approval by City Council of all AirBnBs and other Short Term Rentals

7:00 p.m. Public Hearing – U23-009: Application by Jasmin A. Robinson requesting a Special Use Permit to operate a Short-Term Rental at 3660 Utoy Drive SW Atlanta, GA 30331 (Parcel ID: 14F0012 LL1505). (District 1)

Minutes:

Case was deferred due to the lack of presence by the applicant.

5. 7:15 p.m. Public Hearing – U23-007: Application by ST Holdings LLC requesting a Special Use Permit to operate a Short-Term Rental at 7240 Hobgood Road, Fairburn GA 30213 (Parcel ID: 07 250001210224). (District 4)

Minutes:

Case was deferred due to the lack of presence by the applicant.

6. 7:30 p.m. Public Hearing – U23-008: Application by Sean McKinney requesting a Special Use Permit to operate a Short-Term Rental at 5775 Dodson Road, Fairburn GA 30213 (Parcel ID: 09F20000970343). (District 4)

Minutes:

Case was deferred due to the lack of presence by the applicant.

7. Rezoning Cases

7:45 p.m. Public Hearing – Z23-007 and CV23-002: Application by PVJ RE Holdings LLC requesting a Rezoning from the AG-1 Agricultural District to the C-1 Limited Commercial District and Concurrent Variances to reduce the north zoning buffer from 25' to 10', reduce the north improvement setback from 10' to 0', to reduce the east zoning buffer from 50' to 25', and to reduce the parking space requirement from 47 spaces to 29 spaces at the parcel located on the corner of Old National Highway and Carobet Terrace (Parcel ID: 13 0132 LL0443). (District 6)

Minutes:

Public Hearing held.

Applicant: Phillip Jones
Attorney ??

Opposition: Michael Veneable

8. 8:00 p.m. Public Hearing - Z23-009: Application by Kenneth Wilson to Rezone from AG-1 (Agricultural District) to M-1 (Light Industrial District) property located at 2888 Sullivan Road, College Park, GA 30337 (Parcel ID: 13 0062 LL0694). (District 5).

Minutes:

Public Hearing held.

Applicant: Kenneth Wilson

Opposition: Michael Veneable

9. 8:15 p.m Public Hearing - Z23-010: Application by Randy Arnold Jr, requesting to Rezone from AG-1 (Agricultural District) and SUB A (Suburban A Single-Family District) to MIX (Mixed Use District) property located at 5425 and 5445 Buffington Road, South Fulton, GA 30349 (Parcel ID: 13 0096 LL0280 and 13 0096 LL0033). (District 5).

Minutes:

Public Hearing held.

Applicant: Randy Arnold

Clyde Sampson

Pastor Otis Sampson, Jr., Calvary Impact Church

Opposition: Glenda Collins

Chaundra Simmons

Michael Veneable

-
10. 8:30 p.m. Public Hearing - Z23-011: An ordinance to Rezone from R-3 (Single Family Dwelling District) to R-5A (Single Family Dwelling District) property located at 0 Estes Drive (Parcel ID: 13 0096 LL0561). (District 5).

Minutes:

Public Hearing held.

Applicant: William Diehl

Opposition: Glenda Collins

Chaundra Simmons

Michael Veneable

Dee Claborn

-
4. 8:45 p.m. Adjournment of Meeting

Motion (Adjourn): Councilmember Rowell

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the meeting at 8:07 pm.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Special Called Meeting Minutes from September 5, 2023 and September 12, 2023

DATE: September 26, 2023

SUBJECT: Request Council Approval of City Council Special Called Meeting Minutes from September 5, 2023 and September 12, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_SCM_2023_9_5_Meeting DRAFT	Cover Memo	9/22/2023
Minutes_SCM_2023_9_12_Meeting DRAFT	Cover Memo	9/22/2023

CITY OF SOUTH FULTON, GEORGIA
SPECIAL CALLED MEETING - Southwest Arts Center, 915 New Hope Road, South
Fulton, GA 30331
Tuesday, September 5, 2023, 10:00 AM



SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order

Minutes:

The meeting was called to order by Mayor khalid kamau at 10:00 AM.

2. Roll Call

Minutes:

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

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

3. Agenda Items

- 1. Presentation of FY2024 Budget: Sharon D. Subadan, Interim City Manager**

Minutes:

Presentation provided by Sharon Subadan, Interim City Manager. (Presentation on file)

2. Public Budget Hearing

Minutes:

Public Hearing speakers:

Pamela Harris, District 1

Patrice Wise, District 7

Connie Robinson, District 2

Ivory M. Denson, District 2

Glenda Collins, District 5

3. First Read of An Ordinance Adopting the FY2024 Budget

Minutes:

FIRST READ

4. Request Approval of FY2024 Employee Benefits Renewal (Human Resources)

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve Items 4 and 5 on the printed agenda.

The motion was approved unanimously.

Motion (Repeal): Councilmember Gumbs

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to rescind the prior vote of approval of both items.

The motion to rescind was approved unanimously.

Motion (Approve): Councilmember Sebastian

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve CIGNA as the FY2024 Employee Benefits Provider per the City Manager's recommendation.

The motion was approved unanimously.

5. Request Approval of Revised Purchasing Card Policy and Travel Policy (City Manager)

Motion (Approve): Linda Pritchett

Second: Councilmember Williams

[Motion Withdrawn]

Yea: 0

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Revised Purchasing Card Policy and Travel Policy per the City Manager's recommendation.

The motion was withdrawn.

Motion (Approve): Linda Pritchett

Second: Councilmember Williams

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Revised Purchasing Card Policy and Travel Policy per the City Manager's recommendation. Both items are two separate resolutions for this single agenda item.

The motion was approved unanimously.

6. Request Approval of the Azucar Music Fest

Motion (Approve): Linda Pritchett
Second: Councilmember Gumbs
[Motion Approved]

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

Minutes:

Item added to agenda.

A motion was made to approve the Azucar Music Fest scheduled for October 22, 2023 at Wolf Creek Amphitheater.

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

4. Adjournment of Meeting

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

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

Minutes:

A motion was made to adjourn the special called meeting at 12:17 PM.

The motion was approved unanimously.

CITY OF SOUTH FULTON, GEORGIA
SPECIAL CALLED MEETING - Welcome All Park Multipurpose Facility, 4255 Will Lee
Rd, South Fulton, GA 30349
Tuesday, September 12, 2023, 8:30 PM



SPECIAL CALLED MEETING MINUTES

1. 8:45 p.m. Call to Order - Mayor khalid

Minutes:

The meeting was called to order by Mayor khalid kamau at 8:31 PM.

2. 8:46 p.m. Roll Call - Corey Adams, City Clerk

Minutes:

Attendee Name	Title	Status	Arrived
khalid kamau	Mayor	Present	
Catherine F. Rowell	District 1 Councilmember	Present	8:32 PM
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Jaceey Sebastian	District 4 Councilmember	Present	
Corey A. Reeves	District 5 Councilmember	Present	8:32 PM
Natasha Williams	District 6 Councilmember	Present	
Linda Pritchett	District 7 Councilmember	Present	

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

3. 8:46 p.m. Special Events Process Presentation (City Manager)

1. City Council Signature and Secondary Events

Minutes:

Councilmember Gumbs wishes to change the "Father's Day Celebration" to the "Blue Planet Bash".

Councilmember Sebastian may wish to change the the "Autism Festival" as one of the signature events.

2. 9:30 p.m. Request Approval of City - Special Events Through December 31, 2023

Motion (Approve as Amended): Councilmember Gumbs
Second: Councilmember Williams
[Motion Approved]

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

Minutes:

A motion was made to approve the City - Special Events List Through December 31, 2023. List on File in City Clerk's office.

The motion was approved unanimously.

Mayor khalid requested that the City Manager and City Attorney prepare an amendment to the Special Events Resolution based upon the discussion and enter the legislation in the legislative process.

Additionally, the Mayor requests that the City Manager began compiling the January - April 2024 now to allow for vetting prior to the January Council Meeting.

Motion (Previous Question): Councilmember Williams
Second: Councilmember Willis
[Motion Approved]

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

Minutes:

A motion was made to call the previous question.

The motion was approved unanimously.

1. Executive Session

Motion (Recess): Councilmember Williams
Second: Councilmember Reeves
[Motion Approved]

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

Minutes:

A motion was made to recess for Executive Session for Personnel, Real Estate, Litigation and Cyber Security at 11:01 PM.

The motion was approved unanimously.

Motion (Reconvene): Councilmember Williams

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to reconvene from Executive Session at 12:03 AM.

The motion was approved unanimously.

4. 10:00 p.m. Adjournment of Meeting

Motion (Adjourn): Councilmember Sebastian

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 khalid

Minutes:

A motion was made to adjourn the special called meeting at 12:04 AM.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Proclamation Presentation

DATE: September 26, 2023

SUBJECT: Proclamation Presentation

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Presentation of FY2024 Budget

DATE: September 26, 2023

SUBJECT: Presentation of FY2024 Budget

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
BudgetPresentation2024-Revised 9.25.2023	Cover Memo	9/25/2023

FY24 BUDGET PRESENTATION

Sharon D. Subadan
Interim City Manager





VISION STATEMENT

The City of South Fulton will be an innovative, diverse community that is safe, environmentally conscious, healthy, transparent, and financially sustainable for all its citizens and visitors.

MISSION STATEMENT

Each day, we will exceed the expectations of our customers as we deliver municipal services with respect and professionalism.

CITY OF SOUTH FULTON FY24 CITY MANAGER'S PROPOSED BUDGET



The consideration and approval of the operating budget is considered the single most important policy decision that the City Council makes annually.



The budget sets the vision of Council and reflects the needs of the community.



The budget provides a 12-month roadmap for the staff to follow



FY24 BUDGET THEME: FUTURE FOCUSED



THE CITY HAS BEEN IN
EXISTENCE FOR 6 YEARS
(the past)



MANY CHALLENGES HAVE BEEN
OVERCOME (the past)



MANY CHALLENGES LAY
AHEAD (the future)



THE WINDSHIELD IS
LARGE AND PROVIDES
GREAT VISION (the future)



THE REAR VIEW MIRROR
IS SMALL BUT PROVIDES
IMPORTANT PERSPECTIVE
(the past)



MY VALUE PROPOSITION
IS TO BE **FUTURE
FOCUSED** IN 2024

FY24 BUDGET PLAN (revised)

THE BASE BUDGET INCLUDES:

- REFLECTS REDUCTION IN MILLAGE RATE (0.5 mil)
- Expenditures for continuing operation
- Annualization of expenses with CPI (leases)
- Increased cost of services (Animal Services – increased from \$890k to \$2.3M)
- 3% Cost of Living Adjustment for all City Employees effective 10/1/23 (COLA)

NEW KEY INITIATIVES OF THE FUTURE FOCUSED BUDGET:

- Quality of Life & Public Infrastructure Enhancements
- Public Safety
- Workforce Development and Implementation of Best Practices
- Future City Facilities for Public Service & Implementation Strategy
- Planning for the Future

IMPACT OF MILLAGE REDUCTION ON FY24 BUDGET PROPOSAL

- Reduces ongoing expenses by \$2.4M in FY2024
- Base Budget for continuing operations – unchanged
- Use of Fund Balance – unchanged
- Impact on new initiatives is manageable

PROPOSED REDUCTIONS TO FY24 BUDGET INITIATIVES BY .5 MIL (\$2.4)

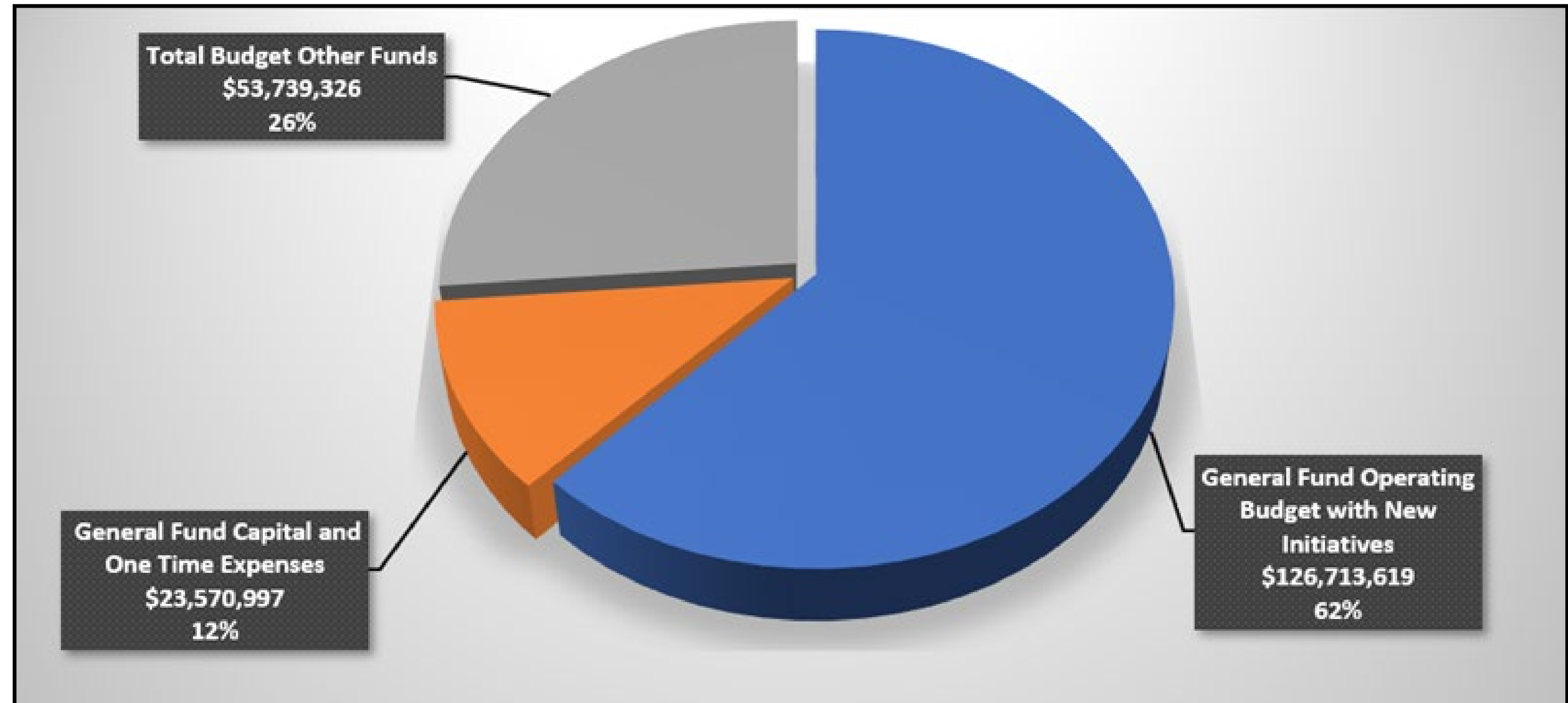
DESCRIPTION	ORIGINAL	PROPOSED	ON GOING	ONE TIME	ADJUSTMENT
Clerk Digitization Initiative	\$81.6K	\$0	(\$81.6K)	\$81.6K	Moved to one-time
Debt Service	\$7.5M	\$6.1M	(\$1.4M)	\$0	Changed Amortization to 5.5 % over 30 years
Council Priorities	\$2.8M	\$2.3M	\$0	(\$500K)	Reduced Holiday Décor by \$400K and Signage by \$100K
Fire Station Maintenance Program	\$615.7K	\$0	(\$615.7K)	\$615.7K	Moved to one-time
EMS Expansion Plan	\$1.5M	\$1.4M	(\$115.2K)	\$0	11 months vs 12 months funding
Re-Org & Establishment of Critical Operations	\$2.9M	\$2.7M	(\$227.5K)	\$0	11 months vs 12 months funding
Reduction of Grant Matching Fund	\$2.5M	\$2.3M	\$0	(\$200K)	Reduced one-time
TOTAL	\$17.9M	\$14,8M	(\$2,4M)	\$0	

NOTES:

1. Ongoing expenses reduced by \$2.4M to match .05 Mil reduction
2. Increases to one time (Fund Balance Reserve) offset by reductions
3. Grant match reduced by \$200k – still reflects an increase of \$1.3M over FY2023

CITYWIDE BUDGET

**THE PROPOSED
FISCAL YEAR 2024
BUDGET TOTALS
\$204 MILLION**



THE HIGHLIGHTS:

\$204,023,942

FY24 PROPOSED
OPERATING BUDGET

General Fund Operating Budget with New Initiatives	126,713,619
General Fund Capital and One Time Expenses	23,570,997
Grand Total General Fund Operating and Capital Projects	150,284,616
 Total 2024 Budget Other Funds	 53,739,326
COSF Total 2024 Proposed Operating and Capital All Funds Budgets	204,023,942

BUDGET COMPARISON

FY 23/FY24

		2023	2024	Variance Amount
General Fund Proposed Operating Budget				
General Fund Operating Budget with New Initiatives		103,142,360	126,713,619	23,571,259
General Fund Capital and One Time Expenses		27,877,310	23,570,997	(4,306,313)
Total General Fund Operating and Capital Projects		131,019,670	150,284,616	19,264,946
Total Budget Other Funds		47,380,376	53,739,326	6,358,950
CoSF Total Proposed Operating and Capital All Funds Budgets		178,400,046	204,023,942	25,623,896

HISTORICAL COMPARATIVE REVENUE ANALYSIS

HISTORICAL COMPARATIVE REVENUE ANALYSIS				
Revenue Account Description	2023 Revenue Budget	2024 Proposed Revenue Budget	Variance	% Variance
Property Taxes	53,018,000	59,506,871	6,488,871	12.24%
Motor Vehicle	1,700,000	1,700,000	-	0.00%
Franchise	7,100,000	7,100,000	-	0.00%
Local Option Sales Tax	21,500,000	33,700,000	12,200,000	56.74%
Business and Occupation	2,400,000	5,500,000	3,100,000	129.17%
Insurance Premium Taxes	7,127,000	11,500,000	4,373,000	61.36%
Other Taxes	725,000	1,250,000	525,000	72.41%
Permits	2,608,000	4,000,000	1,392,000	53.37%
IGA FID and City of Atl	896,664	900,000	3,336	0.37%
Charges for Services	1,617,865	1,600,000	(17,865)	-1.10%
General Fund Total Revenue	98,692,529	126,756,871	28,064,342	28.44%
OTHER FUNDING SOURCES				
Special Revenue Funds				
TSPLOST1 & II Sales and Use Tax	17,500,000	21,400,000	3,900,000	22.29%
Pedestrian Safety Funds (Traffic Cameras)	4,700,000	4,700,000	-	0.00%
Hotel Motel Tax (for promotion of Tourism)	545,600	545,600	-	0.00%
Eastside TAD Real Property Current Year	0	350,000	350,000	0.00%
Westside TAD Real Property Current Year	0	380,000	380,000	0.00%
Fine and Forfeitures Confiscated Assets	100,000	100,000	-	0.00%
Total Special Revenue Funds	22,845,600	27,475,600	4,630,000	20.27%
Enterprise Fund Sanitation Solid Waste	0	8,900,000	8,900,000	0.00%
Trust Funds for Tree Conservation (2023 In General Fund)	0	6,530,726	6,530,726	0.00%
Grants	1,000,000	2,833,000	1,833,000	183.30%
American Rescue Plan (Brought Forward Allocation)	6,993,648	8,000,000	1,006,352	14.39%
Total 2024 Proposed Revenue	129,531,777	180,496,197	50,964,420	39.35%
Transfers From/Use of Fund Balance General Fund	48,868,269	23,527,745	(25,340,524)	-51.85%
Grand Total Funds Available For The Budget	178,400,046	204,023,942	25,623,896	14.36%

REVENUE SOURCES

**WHERE DOES THE
\$\$\$\$\$ COME FROM**

DESCRIPTION	AMOUNT	PERCENTAGE
General Fund Revenue	126,756,871	62%
Total Special Revenue Funds	27,475,600	13%
Enterprise Fund Sanitation Solid Waste	8,900,000	4%
Trust Funds for Tree Conservation	6,530,726	3%
Grants	2,833,000	1%
American Rescue Plan (Brought Forward Allocation)	8,000,000	4%
Use of Fund Balance	23,527,745	12%
Total Funds Available for the Budget	204,023,942	100%

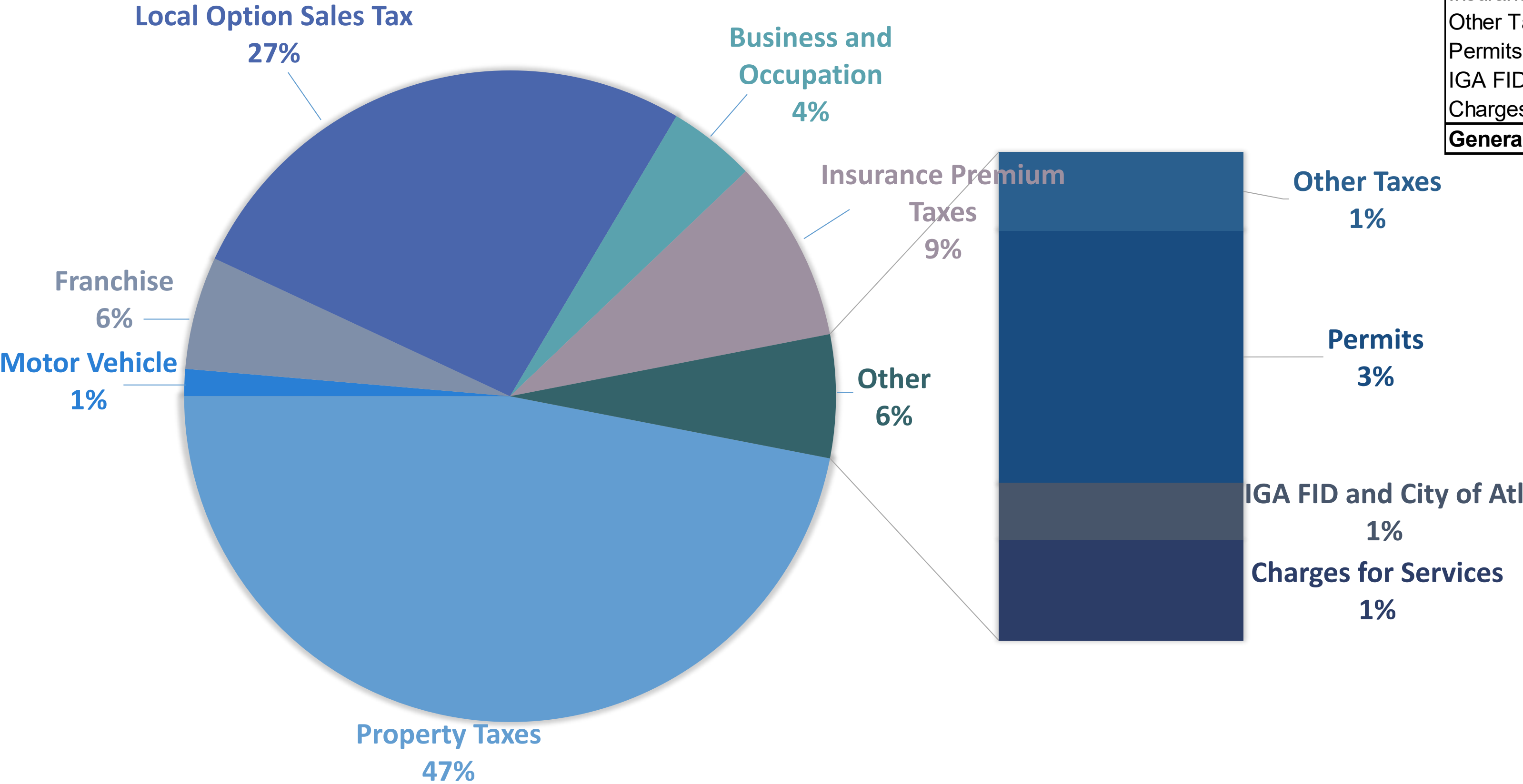
REVENUE

General Fund Revenue			
Revenue Account Description	% of Total GF Revenue	2024 Proposed Revenue Budget	% of Total Revenue
Property Taxes	47%	59,506,871	32.97%
Motor Vehicle	1%	1,700,000	0.94%
Franchise	6%	7,100,000	3.93%
Local Option Sales Tax	27%	33,700,000	18.67%
Business and Occupation	4%	5,500,000	2.70%
Insurance Premium Taxes	9%	11,500,000	6.37%
Other Taxes	1%	1,250,000	0.69%
Permits	3%	4,000,000	2.22%
IGA FID and City of Atl	1%	900,000	0.50%
Charges for Services	1%	1,600,000	0.89%
General Fund Total Revenue		126,756,871	70.23%
Other Funding Sources			
Special Revenue Funds			
TSPLOST1 & II Sales and Use Tax		21,400,000	11.86%
Pedestrian Safety Funds (Traffic Cameras)		4,700,000	2.60%
Hotel Motel Tax (for promotion of Tourism)		545,600	0.30%
Eastside TAD Real Property Current Year		350,000	0.19%
Westside TAD Real Property Current Year		380,000	0.21%
Fine and Forfeitures Confiscated Assets		100,000	0.06%
Total Special Revenue Funds		27,475,600	15.22%
Enterprise Fund Sanitation Solid Waste		8,900,000	4.93%
Trust Funds for Tree Conservation (2023 In General Fund)		6,530,726	3.62%
Grants		2,833,000	1.57%
American Rescue Plan (Brought Forward Allocation)		8,000,000	4.43%
Total 2024 Proposed Revenue		180,496,197	

GENERAL FUND REVENUE

General Fund Revenue Summary

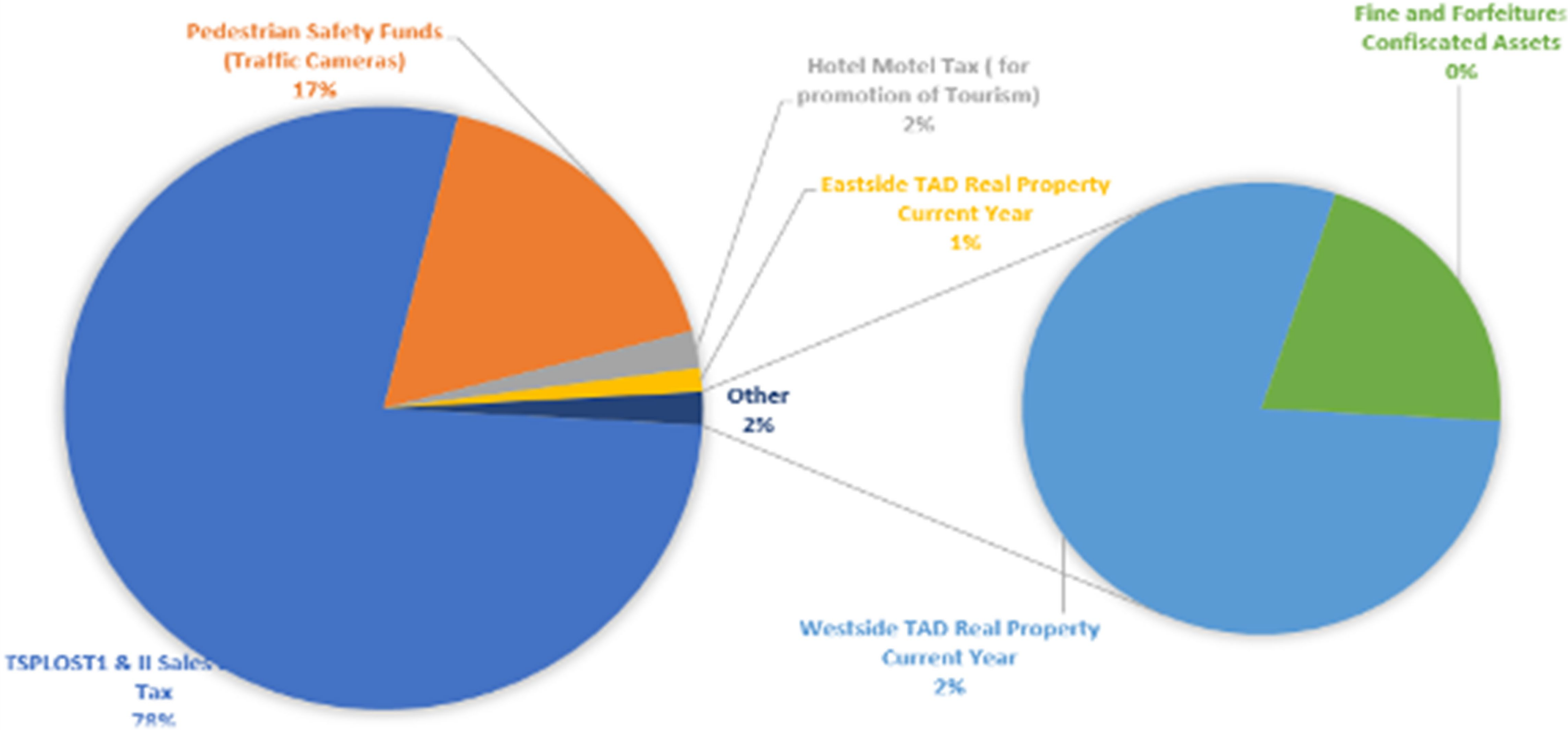
Revenue Account Description	% of Total GF Revenue	2024 Proposed Revenue Budget
Property Taxes	47%	59,506,871
Motor Vehicle	1%	1,700,000
Franchise	6%	7,100,000
Local Option Sales Tax	27%	33,700,000
Business and Occupation	4%	5,500,000
Insurance Premium Taxes	9%	11,500,000
Other Taxes	1%	1,250,000
Permits	3%	4,000,000
IGA FID and City of Atl	1%	900,000
Charges for Services	1%	1,600,000
General Fund Total Revenue	100%	126,756,871



SPECIAL REVENUE FUNDS

Special Revenue Funds	% of Special Revenue Fund	Amount
TSPLOST1 & II Sales and Use Tax	77.89%	21,400,000
Pedestrian Safety Funds (Traffic Cameras)	17.11%	4,700,000
Hotel Motel Tax (for promotion of Tourism)	1.99%	545,600
Eastside TAD Real Property Current Year	1.27%	350,000
Westside TAD Real Property Current Year	1.38%	380,000
Fine and Forfeitures Confiscated Assets	0.36%	100,000
Total Special Revenue Funds	100%	27,475,600

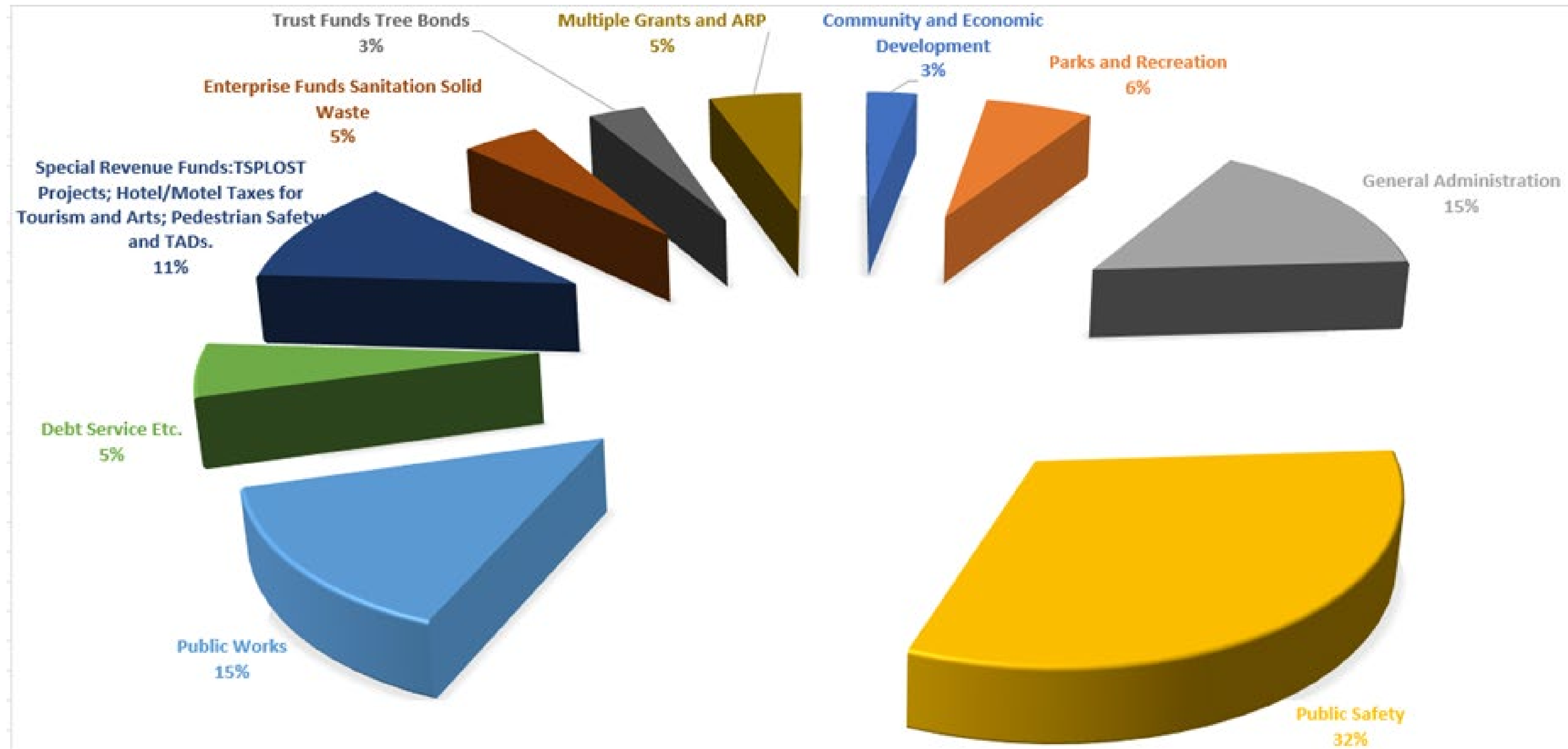
% OF SPECIAL REVENUE FUND



GENERAL FUND EXPENDITURES

FY24 General Fund Proposed Operating Budget Detail	
Total General Fund Operating Budget	111,661,842
Total General Funds Operating New Initiatives	15,051,777
Total Operating General Fund Budget (Reoccurring Expenditures)	126,713,619
Less Total Reoccurring General Fund Revenue	126,756,871
Difference Surplus/(deficit)	43,252
Capital and One Time Expenditures	
General Fund Capital Budget	21,070,997
Grants Matching Funds	2,500,000
Total Capital and One Time Expenditures	23,570,997
Less Estimated Fund balance	(70,000,000)
Estimated Fund Balance Reserved for Encumbrances, Restricted, Rainy-day, etc	(46,429,003)
Grand Total General Fund Operating and Capital Projects	150,284,616

EXPENDITURES BY CATEGORY



EXPENDITURES BY CATEGORY

Description	Base	New Initiatives	Total	% of Total
Community and Economic Development	4,969,232	906,137	5,875,369	3%
Parks and Recreation	7,292,607	5,175,000	12,467,607	6%
General Administration	21,506,397	9,201,599	30,707,996	15%
Public Safety	57,816,178	7,253,322	65,069,500	32%
Public Works	17,579,097	12,186,717	29,765,814	15%
Debt Service Etc.	4,998,330	6,100,000	11,098,330	5%
Special Revenue Funds:TSPLOST Projects; Hotel/Motel Taxes for Tourism and Arts; Pedestrian Safety; and TADs.	27,475,600	(4,700,000)	22,775,600	11%
Enterprise Funds Sanitation Solid Waste	8,900,000		8,900,000	4%
Trust Funds Tree Bonds	6,530,726		6,530,726	3%
Multiple Grants and ARP	10,833,000		10,833,000	5%
Total Use of Fund			204,023,942	100%

FY24 PROPOSED COUNCIL EVENTS

MAYOR	DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5	DISTRICT 6	DISTRICT 7
Signature TBD	Easter Eggstravaganza (Signature)	Fight for the Cure Breast Cancer Event (Signature)	Trunk or Treat (Signature)	Fall Festival (Signature)	Outlaw Classic (Signature)	Screen on the Green (Signature)	Food Truck Madness (Signature)
	Healthy South Fulton	Blue Planet					
TBD	Senior Valentines Banquet	Senior Valentine Banquet	Screen on the Green	Autism Festival	Earth Day/Vegan Fest	Back To School Carnival	TBD
FY24 PARKS BUDGET \$6,000 (Signature) \$5,000 (Secondary)	FY24 PARKS BUDGET \$5,000 (Signature) \$6,000 (Secondary)	FY24 PARKS BUDGET \$6,000 (Signature) \$5,000 (Secondary)	FY24 PARKS BUDGET \$8,000 (Signature) \$5,000 (Secondary)	FY24 PARKS BUDGET \$14,000 (Signature) \$3,500 (Secondary)	FY24 PARKS BUDGET \$6,000 (Signature) \$5,000 (Secondary)	FY24 PARKS BUDGET \$10,000 (Signature) \$1,000 (Secondary)	FY24 PARKS BUDGET \$9,000 (Signature) \$2,000 (Secondary)
FY24 BUDGET ADDITIONAL SUPPLEMENT (NOT PARKS FUNDED) \$19,000	FY24 BUDGET ADDITIONAL SUPPLEMENT (NOT PARKS FUNDED) \$9,000	FY24 BUDGET ADDITIONAL SUPPLEMENT (NOT PARKS FUNDED) \$9,000	FY24 BUDGET ADDITIONAL SUPPLEMENT (NOT PARKS FUNDED) \$7,000	FY24 BUDGET ADDITIONAL SUPPLEMENT (NOT PARKS FUNDED) \$2,500	FY24 BUDGET ADDITIONAL SUPPLEMENT (NOT PARKS FUNDED) \$9,000	FY24 BUDGET ADDITIONAL SUPPLEMENT (NOT PARKS FUNDED) \$9,000	FY24 BUDGET ADDITIONAL SUPPLEMENT (NOT PARKS FUNDED) \$9,000
TOTAL \$30,000	TOTAL \$20,000	TOTAL \$20,000	TOTAL \$20,000	TOTAL \$20,000	TOTAL \$20,000	TOTAL \$20,000	TOTAL \$20,000

NOTE:

2 Townhalls per year (Joint 1,2; 5,6 &7) Mayor, 3 and 4 separately or ALL separately
 All Listed Events - No vendors are covered by city liability insurance

All Listed Events - Includes costs for Public Safety

DOES NOT INCLUDE CITYWIDE CELEBRATIONS e.g. Juneteenth, City Anniversary, State of the City

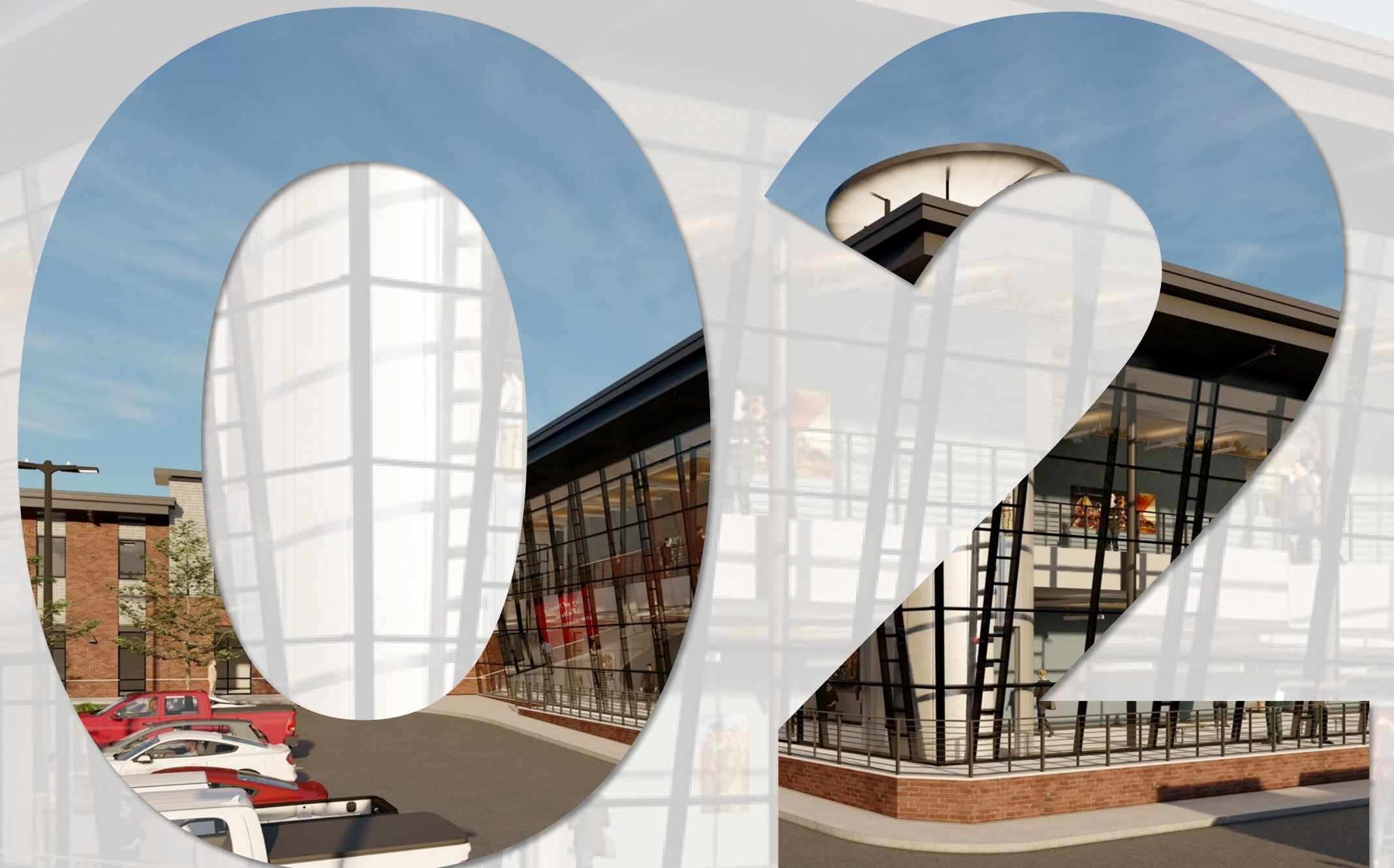


QUALITY OF LIFE & PUBLIC INFRASTRUCTURE ENHANCEMENTS

Quality of Life & Public Infrastructure Enhancements

Description	TOTAL BY CATEGORY
Streetlight Masterplan (1st one 3rd)	\$1,000,000
Parks Masterplan (initial investment)	\$3,000,000
Customer Service Initiative (call center)/Phone System	\$129,502
Council Priorities: Signage, Lighting, Transportation improvements	\$2,635,997
Match for key ARC Projects & Gravel Road Improvements	\$3,650,000
PW: Transportation - Signs, Signals, Bridge Repair, Guardrail repair	\$3,345,000
PW: Pedestrian Safety - Traffic Calming & Sidewalks	\$1,600,000
Economic Development: Added Operating funds & Personnel to support districts	\$136,137
CDRA: Additional staff for Site Inspections	\$120,000
PW: Utility Inspector & Updated Software	\$55,720
TOTAL PUBLIC INFRASTRUCTURE	\$15,672,356

FUTURE CITY FACILITIES FOR PUBLIC SERVICE & IMPLEMENTATION STRATEGY



Future City Facilities for Public Service & Implementation Strategy

Description	TOTAL BY CATEGORY
Debt Service for Public Safety; PD HQ & City Hall	\$6,100,000
Facilities: City Facility improvements including CDRA	\$500,000
Facilities: Parks CIP	\$3,905,000
Facilities: Cultural Affairs	\$170,000.00
TOTAL FACILITIES	\$10,675,000

PUBLIC SAFETY



Public Safety

Description	TOTAL BY CATEGORY
Code Enforcement: Environmental Inspector	\$45,000
Police: 15 Additional Sworn FTEs & Civilian Personnel	\$870,000
Police: 30 Leased Vehicles & Equipment	\$850,000
Police: Additional Capital & Property/Evidence build out	\$1,380,000
Fire: EMS Expansion Plan	\$1,203,571
Fire: Expand Fire Station Maintenance Program	\$615,667
Fire: Expand Fire Fleet Program	\$187,318
Fire: Warehouse	\$310,000
Fire: Turnout Gear & Cleaning	\$240,000
Fire: CIP	\$1,545,000
TOTAL PUBLIC SAFETY	\$7,246,555

WORKFORCE DEVELOPMENT & IMPLEMENTATION OF BEST PRACTICES



Workforce Development and Implementation of Best Practices

Description	Annual Amount
Funding to bring staff up to \$20/hour Minimum Wage	\$1,500,000
Funding for the pay study	\$1,500,000
Re-organization & Establishment of critical operating departments	\$2,676,290
Risk: Safety Awards Program	\$50,000
HR: Addition of Talent Acquisition & other key supporting staff	\$386,625
Clerk: Digitization Initiative	\$81,632
Fire: Training & Support Programs	\$214,266
TOTAL WORKFORCE	\$6,408,813

PLANNING FOR THE FUTURE

Planning For The Future

Description	One Time Amount
Development Impact Fee Study	\$100,000
Comprehensive Plan Update	\$150,000
Historic Resources Survey Phase 1	\$50,000
Cumulate Resiliency (Local EOC plan/Risk Analysis)	\$20,000
Trail Master Plan	\$100,000
Comprehensive Transportation Plan Update	\$250,000
Facility Master Planning	\$150,000
TOTAL PLANNING	\$820,000

TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX (T-SPLOST)

TSPLOST II BUDGET RECOMMENDATIONS 2024

1. Maintenance and Safety Enhancements	\$3,863,124
Projects include approximately twelve corridors and five subdivisions that have a pavement condition index of less than 40.	
Resurfacing of Corridors	\$2,747,364
Subdivision Resurfacing	\$1,115,760
2. Bridges	\$3,644,375
Includes the design of 2 bridges (Derrick Rd over Deep Creek tributary and Koweta over Deep Creek), right of way acquisition for one bridge (Stacks Rd over CSX) and the construction of three bridges (Cochran over Deep Creek and Fairburn Rd over N Utoy Creeks)	
Design	\$437,500
ROW Acquisition	\$406,875
Construction	\$2,800,000
3. Operations and Safety Improvements	\$1,457,250
To initiate the design of eight intersections and conduct intersection control studies (ICE), where warranted.	
Design	\$1,357,250
Intersection Control Evaluation (ICE)	\$100,000
4. Pedestrian Bike Improvements	\$2,293,120
Design of sidewalks along seven corridors that include Bethsaida Rd, Cascade Rd, Flat Shoals Rd, Jerome Rd, Merk Rd, Union Rd, and Welcome All Rd.	
Design	\$2,293,120
5. Quick Response Projects	\$1,000,000
These are items that require immediate attention that include deep base repairs, full depth reclamation of the road, sinkholes, etc.	
Quick Response	\$1,000,000
6. PM/CM	\$520,000
For the management of the TSPLOST program and the Construction Engineering and Inspections (CEI) of projects	
PMCM Services (CEI/PM)	\$520,000
PROJECTED BUDGET 2024	\$12,777,869

NEXT STEPS

Budget Adoption
September 12 (PM)



Thank you

FOR THE OPPORTUNITY TO PRESENT THE
FUTURE-FOCUSED COSF BUDGET FOR FY24

SPECIAL THANKS TO:
THE BUDGET & FINANCE TEAM
PUBLIC AFFAIRS
DEPARTMENTS
SUPPORTING CAST OF CONSULTANTS

SHARON D. SUBADAN

QUESTIONS?

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Second Read and Request for Approval of An Ordinance Adopting the FY2024 Budget

DATE: September 26, 2023

SUBJECT: Second Read and Request for Approval of An Ordinance Adopting the FY2024 Budget

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ord2023 Ordinance Adopting FY2024 City Budget Final (rev'd vdh 083023)	Cover Memo	9/22/2023

4
5
6 **AN ORDINANCE TO ADOPT THE FISCAL YEAR 2024 BUDGET FOR**
7 **EACH FUND OF THE CITY OF SOUTH FULTON, GEORGIA,**
8 **APPROPRIATING THE AMOUNTS SHOWING IN EACH FUND AS**
9 **EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF**
10 **REVENUE ANTICIPATIONS, PROHIBITING EXPENDITURES OR**
11 **EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE**
12 **AND FOR OTHER LAWFUL PURPOSES**
13

14 **WHEREAS**, the City of South Fulton ("City") is a municipal corporation duly
15 organized and existing under the laws of the State of Georgia; and
16

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

19 **WHEREAS**, sound governmental operations require a budget in order to plan
20 the financing of services for the City and its residents; and
21

22 **WHEREAS**, O.C.G.A. § 36-81-1 requires a balanced budget for the City's fiscal
23 year, which runs from October 1st to September 30th of each year; and
24

25 **WHEREAS**, Section 6.27 of the City Charter provides that "the City Council by
26 majority vote may make changes in the appropriations contained in the current
27 operating budget at any regular meeting or special or emergency meeting called for
28 such purposes;" and
29

30 **WHEREAS**, the City Council has reviewed the budget as presented by the City
31 Manager; and
32

33 **WHEREAS**, each of these funds is a balanced budget, so that anticipated
34 revenues and other financial resources for each fund equal the proposed expenditures
35 or expenses; and
36

37 **WHEREAS**, the City Council wishes by this ordinance to adopt its Fiscal Year
38 2024 annual budget effective from October 1, 2023 through September 30, 2024; and
39

40 **WHEREAS**, this Ordinance will benefit the health and general welfare of the
41 City, its citizens and general public.

42
43 **NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH FULTON**
44 **HEREBY ORDAINS** as follows:

Section 1. Adoption of Budget. The Adopted Fiscal Year 2024 Budget, attached hereto and incorporated herein as a part of this ordinance, is hereby adopted as the final budget for the City for the Fiscal Year 2024, which begins October 1, 2023 and ends September 30, 2024. A summary is copied below of the Proposed Fiscal Year 2024 budget

**City of South Fulton
Proposed Budget for Fiscal Year 2024
October 1, 2023 to September 30 2024**

Funds	
Revenues:	FY 2024 Proposed
General Fund	126,756,871
Special Revenue	27,475,600
Trust Fund for Tree Conservation	6,530,726
American Rescue Plan (Brought Forward Allocation)	8,000,000
Grant Funds	2,833,000
Solid Waste Fund	8,900,000
Use of Fund Balance	23,527,745
Total Revenues	204,023,942
Expenditures:	
General Fund	126,756,871
Special Revenue	27,475,600
Trust Fund for Tree Conservation	6,530,726
American Rescue Plan (Brought Forward Allocation)	8,000,000
Grant Funds	2,833,000
Solid Waste Fund	8,900,000
Use of Fund Balance	23,527,745
Total Expenditures	204,023,942
Net Surplus/Deficit	\$0

- 1. Appropriation.** That the several items of revenues, expenditures, other financial resources, and sources of cash shown in the budget for each fund in the amounts shown within the Adopted Fiscal Year 2024 Budget are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses and uses of cash are hereby appropriated to the departments named in each fund.
- 2. Legal Level of Control.** That the "legal level of control" as defined in O.C.G.A. § 36-81-2 is set at the department level, meaning that the City Manager in his/her capacity is authorized to move appropriations from one line item to

another within a department, but under no circumstances may expenditures or expenses exceed the amount appropriated for a department without a further budget amendment approved by the City Council. See also City Charter § 3.10A(9).

3. **Expiration of Appropriations.** That all appropriations shall lapse at the end of the fiscal year.

Section 2. It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 3. All Ordinances and/or Resolutions in conflict herewith are hereby expressly repealed.

Section 4. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 5. The effective date of this Ordinance shall be on the date as set forth under Sec. 3.21 of the City Charter unless provided otherwise by applicable local, state and/or federal law.

THIS ORDINANCE adopted this _____ day of _____ 2023.

CITY OF SOUTH FULTON, GEORGIA

Khalid kamau, MAYOR

ATTEST:

Corey Adams, CITY CLERK

APPROVED AS TO FORM:

Vincent Hyman, CITY ATTORNEY

The foregoing **ORDINANCE No. -** _____ was adopted on _____
was moved for approval by Councilmember _____ and seconded by
Councilmember _____, and being put to a vote, the result was
as follows:

147
148
149
150
151
152
153
154
155
156
157
158
159
160
161

“FIRST READING”

AYE

NAY

khalid kamau , Mayor
Natasha Williams-Brown,
Mayor Pro Tem
Dr. Catherine Foster Rowell
Carmalitha Lizandra Gumbs
Helen Zenobia Willis
Jaceey Sebastian
Corey Reeves

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Second Read and Request for Approval of An Ordinance To Amend Title 11, Parks And Recreation, Chapter 8, Arts And Entertainment, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending South Fulton Public Arts Ordinance

DATE: September 26, 2023

SUBJECT: Second Read and Request for Approval of An Ordinance To Amend Title 11, Parks And Recreation, Chapter 8, Arts And Entertainment, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending South Fulton Public Arts Ordinance

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance - Public Art Fund	Cover Memo	9/22/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

AN ORDINANCE TO AMEND TITLE 11, PARKS AND RECREATION, CHAPTER 8, ARTS AND ENTERTAINMENT, OF THE CITY OF SOUTH FULTON CODE OF ORDINANCES, FOR THE PURPOSE OF AMENDING SOUTH FULTON PUBLIC ARTS ORDINANCE; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this Ordinance is in the best interest of the public health, safety, and welfare.

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

Section 1. That Title 11, Parks and Recreation, Chapter 8, Arts and Entertainment, Sec. 11-8007 (Hotel/motel tax allocation) of the City of South Fulton Code of Ordinances which currently reads as follows:

“Sec. 11-8007. - Hotel/motel tax allocation.

Three percent of the total amount of hotel/motel taxes collected by the city shall be allocated to the public art fund for implementing the purposes of this chapter.”

be amended, in its entirety, to read as follows:

“Sec. 11-8007. – Public art fund allocation.

An amount equivalent to three percent (3%) of the total amount of hotel/motel taxes collected by the city shall be allocated to the public art fund, from the general fund (as defined in Sec. 1-10002), for implementing the purposes of this chapter. Any unexpended balance in the public art fund shall not revert to general fund. The amount of the public art fund shall be available upon request of the Commission to the chief financial officer.”

Section 2. Where new sections or paragraphs are added that change the numbering of existing sections or paragraphs, all references throughout the Ordinance will be updated accordingly.

Section 3. It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this

Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 4. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 5. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 5:00 p.m. Tom Waters., dba Club Wax seeks an alcohol license for the consumption sales of wine, beer and distilled beverages at 4375 Commerce Dr. SW, Atlanta, Ga. 30336.

DATE: September 26, 2023

SUBJECT: 5:00 p.m. Tom Waters., dba Club Wax seeks an alcohol license for the consumption sales of wine, beer and distilled beverages at 4375 Commerce Dr. SW, Atlanta, Ga. 30336.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Club Wax September 12 Work Session Packet_Redacted	Cover Memo	9/22/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager



REVIEW AND APPROVAL ROUTING SHEET

This routing sheet has been developed to ensure that all appropriate Senior Management Team members have thoroughly reviewed, approved, and signed off on all official documents in their respective service areas prior to the City Manager's receipt for final approval and signature, as needed. Items should be routed in the following order: 1.) Originating Division and other applicable Divisions; 2.) Finance Director; 3.) Assistant City Manager; and 4.) City Manager.

Parties Consulted:

Initials

Date

☐ **City Attorney/General Counsel**

Legal issues have been addressed

☐ **Assistant City Manager**

Complies with operational processes and guidelines.

☐ **Finance Director**

Funds are available and complies with fiscal guidelines.

Dominic Ochoi
dominic Ochoi (Aug 25, 2023 14:49 EDT)

Aug 25, 2023

☐ **Information Technology Director**

When Information Technology issues are involved

☐ **Program & Performance Manager**

Complies with Division/programmatic processes

☐ **Communications Director**

Complies with Division/programmatic processes

☐ **Parks & Recreation Director**

Complies with Division/programmatic processes

☐ **Destination South Fulton Director**

Complies with Division/programmatic processes

☐ **DCDRA Director**

Complies with Division/programmatic processes

Reginald B. McClendon

Aug 24, 2023

☐ **Human Resources Director**

Complies with HR policies and procedures; positions are budgeted

☐ **Public Safety**

Complies with Division/programmatic processes. Specify Fire or Police

Keith Meadows
Keith Meadows (Aug 24, 2023 15:56 EDT)

Chad C. Jones
Chad C. Jones (Aug 22, 2023 16:07 EDT)

Aug 24, 2023

Aug 22, 2023

☐ **Public Works Director**

Complies with Division/programmatic processes

☐ **Other (Clerk's Office, Municipal Court, etc.)**

Complies with Division/programmatic processes. Specify Area

Paul Muhammad
Paul Muhammad (Aug 22, 2023 16:04 EDT)

Aug 22, 2023

☐ **Other (Clerk's Office, Municipal Court, etc.)**

Complies with Division/programmatic processes. Specify Area

City Manager's Decision: ☒ Approved ☐ Disapproved ☐

In this section, the City Manager will sign to indicate approval of the recommended option or will provide comments to indicate pursuit of an alternate course of action.

City Manager's Comments:

City Manager's Signature

Date

5440 Fulton Industrial Blvd., SW • South Fulton, GA 30336 • Office: 470.809.7700

City of South Fulton Agenda Item Summary



City Council Meeting Date 9/12/2023		
Requesting Department Police Department	Council District(s) Affected District 1	
Requested Action Approval to get on City Council Agenda for September 12, 2023 to have a public hearing and for council to vote on the request for an alcohol license for Tom Waters., dba Club Wax for an alcohol license for the consumption sales of wine, beer and distilled beverages at 4375 Commerce Dr. sw, Atlanta, Ga. 30336.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Pursuant to Title 16, Section-16-2020(d), Staff recommends for City Council to Deny application.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The applicant for Tom Waters., dba Club Wax has applied for an alcohol license for the the consumption sales of wine, beer and distilled beverages at 4375 Commerce Dr. sw, Atlanta, Ga. 30336. This request is do to an existing business that transitioned from Fulton County based on the type of business and therefore going before council for approval. All applicable fees and inspections have been paid and passed with exception of the fire inspection. Please see the attached fire inspection report.		
Funding Source (if applicable)		
Financial Impact (if applicable) Renewal \$5,935 with estimated annual revenue of \$5,150		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒		
Department Director Approval Keith Meadows (Aug 24, 2023 15:56 EDT) Chad C Jones (Aug 22, 2023 16:07 EDT) Reginald B. McClelland Paul Muhammad (Aug 22, 2023 16:04 EDT)		Finance Director Approval dominic Ochoi (Aug 25, 2023 14:49 EDT)
Assistant City Manager Approval	City Attorney Approval	City Manager Approval

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON SUBADAN
INTERIM CITY MANAGER

MEMORANDUM

TO: City of South Fulton Mayor & Council

FROM: Keith Meadows, Chief of Police 
KM

DATE: August 8, 2023

SUBJECT: Request by Tom Waters
Alcohol License for the consumption sales of wine, beer, and
distilled beverages at 4375 Commerce Drive, Atlanta, Ga 30336

The applicant up for Tom Waters. dba Club Wax seeks an alcohol license for the consumption sales of wine, beer, and distilled beverages at 4375 Commerce Drive, Atlanta, Ga 30336. This application is for an existing business. All applicable fees related to obtaining an alcohol license have been paid.

The application and/or location has been reviewed/inspected and approved by the following: City of South Fulton Police, **Fire Department-Failed**, Code Enforcement, Zoning Department, Business Licensing, and the Fulton County Board of Education.

CHIEF OF POLICE RECOMMENDATION: DENY

APPLICATION INFORMATION

Applicant Information	Club Wax
	4375 Commerce Drive
	Atlanta, Ga 30336
City Council District	1
Parcel ID Number	14F0052LL0805
Square Footage	
Existing zoning	M-Heavy Industrial
Current/Past Use of the Property	Sexual Oriented Business
History	This property operates as a Sexual Oriented Business/Adult Entertainment Business.

Cc: Corey Adams, City Clerk



INTER-OFFICE MEMORANDUM

DATE: August 17, 2023,
TO: Chief K. Meadows
FROM: Jacquelyn J. Bell
SUBJECT: Staff Recommendation – Club Wax

The applicant for Club Wax seeks an alcohol license for the consumption sales of wine, beer, and distilled beverages at **4375 Commerce Dr. sw, Atlanta, GA 30336**. All applicable fees have been paid related to the alcohol license.

Inspections Type	Completed	Pending	Results
Police Criminal Background	Yes		Passed
Police Call History	Yes		Passed
Code Enforcement	Yes		Passed
Fire Inspection	Yes		Failed
Zoning Dept.	Yes		Passed
Business License	Yes		Passed
F.C. School Board	No	Yes	
F.C. Health Dept.	No	Yes	

Application Information

Applicant: Tom Waters. / Michael Waters
Business Address 4375 Commerce Dr. sw, Atlanta, GA 30336
District(s): 1
Parcel ID Number: **14F0052LL0458**
Existing Zoning: M-2 (Heavy Industrial)
Current/Past Use of the Property: Sexual Oriented Business
History: This request serves as the applicants first request. The applicant also has a current business license with the City of South Fulton, applying for a new license.

Staff Recommendation: _____ **There is no legal reason why this license should not be granted.**

_____ **X** _____ **The applicant does not meet the legal requirements.**

According to City Code of Ordinance Sec 12-1016. – Prohibited conduct. (d) No person shall possess, use, or consume alcoholic beverages on the premises of a sexually oriented business after January 2, 2019.

Staff Name and Signature: Jacquelyn J. Bell 

Police Chief Recommendation: _____ **Approval** ☐ **Denial**

Signature: 
Keith Meadows (Aug 24, 2023 15:56 EDT)

cc: Chief Keith Meadows
File

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

PERSONAL STATEMENT

INSTRUCTIONS: This personal statement must be executed, under oath, by all owner/licensee/agent and corporate officers or major stakeholders of the business/organization with 20% or more of interest in the business and the manager of any place of business applying for a license from the City of South Fulton to sell or deal in alcoholic beverages. Each question must be fully answered. If the space provided is not enough, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached.

Applicant Name in FULL (Please Print) Michael Lee Waters

Home Address: [REDACTED] Lithia Springs GA 30132

Business Address: 4375 Commerce Dr

Place of Birth: [REDACTED] Date of Birth: [REDACTED] Age: 55
(City, State, Country) (Day, Month, Year)

Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eye Color: blue U.S. Citizen yes By Birth yes

Hair Color: gray Social Security Number: [REDACTED] Driver License Number: [REDACTED] State Issued by: GA

Have you been convicted of any federal, foreign, and/or state laws, and/or city ordinances? if so, explain below:

no

List names and addresses of employers for the past three (3) years: Club Wax

Single ☐ Married ☐ Widowed ☐ Divorced ☒ Separated ☐
(If married, divorced or widowed, complete the below requested information on spouse).

Amy Waters (Tallus)

Full name of spouse / (Maiden Name)

DOB

I, the undersigned, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Personal Statement and in any and all documents provided in support of this application are true and accurate. I further understand that any false statements provided by me or my representatives as part of this application, beyond any legal penalties, will result in the denial of the subject application.

Michael Lee Waters

Applicant's Printed Name

[Signature]
Applicant's Signature

5/22/23
Date of Application

I hereby certify that Michael Lee Waters signed her/his name to the foregoing application stating to me that he/she knew and understood all statements and information contained therein and, under oath actually administered by me, has sworn that said statements and information are true and correct.

This 22 day of May, 2023.

Notary Public Signature: Austin Wright (AFFIX SEAL)

Notary Printed Name: Austin Wright



Date Revised: 1/03/2022

RESIDENCE DETERMINATION FORM

Certificate of Residence

For Retail Package Distilled Spirits Applicants Only

State of Georgia, Douglas County
I, Christina J. Peterson Judge of the probate Court, for Douglas
County, Georgia, hereby certify that MIKE WATERS is now and has been a Bona Fide Resident
of the state of Georgia for one year, and in the county of Douglas for one year immediately
preceding the date of this affidavit, based upon the affidavit of applicant, and the evidence submitted therewith.
In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court this 16th day of
June, 20 23.

C. J. P.
Judge of the Probate Court

Douglas
County, Georgia

Certificate of Residence

For All Other Alcoholic Beverage License Applicants

State of Georgia, Douglas County
I, Christina J. Peterson Judge of the probate Court, for Douglas
County, Georgia, hereby certify that MIKE WATERS is now and has been a Bona Fide Resident of
the state of Georgia in the county of Douglas based upon the affidavit of applicant and the
evidence submitted therewith. In Witness Whereof, I have hereunto set my hand and affixed the seal of said
Probate Court this 16th day of June, 20 23.

C. J. P.
Judge of the Probate Court

Douglas
County, Georgia

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Save Affidavit

**Affidavit Verifying Status for City Public Benefit
Pursuant to O.C.G.A. § 50-36-1(e)(2)**

By executing this affidavit under oath, as an applicant for a(n) alcohol license
[type of public benefit], as referenced in O.C.G.A. § 50-36-1, from City of South Fulton [name of
government entity], the undersigned applicant verifies one of the following with respect to my application for a
public benefit:

- 1) X I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and
Nationality Act with an alien number issued by the Department of Homeland
Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other
federal immigration agency is _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has
provided at least one secure and verifiable document, as required by O.C.G.A.
§ 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

GA Drivers License [REDACTED]

In making the above representation under oath, I understand that any person who knowingly
and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit
shall be guilty of a violation of O.C.G.A. § 16 -10-20, and face criminal penalties as allowed by
such criminal statute.

Executed in Douglasville (city) GA (state)

[Signature]
Signature of Applicant

MIKE WATERS
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE

ME ON THE

22 DAY OF MAY, 2023

Austin Wright
NOTARY PUBLIC

My Commission Expires: 6-2-26



Date Revised: 1/03/2022

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

E-Verify Affidavit

Private Employer Affidavit Pursuant to O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Section 1.

Please check only one:

- (A) X On January 1st of the below signed year, the individual, firm, or corporation employed more than ten (10) employees.
- (B) _____ On January 1st of the below signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

*** If the employer selected Section 1(A), please fill out Section 2 below.

Section 2.

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

Club Wax
Name of Private Employer

714621
Federal Work Authorization User Identification Number

10/30/2013
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on this day 20th of July, 2023 in Carrollton (city), GA (state).

Michael Lee Waters
Signature of Authorized Officer or Agent

Mike Waters (GENERAL MANAGER)
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 20th DAY OF July, 2023

Austin Wright
NOTARY PUBLIC
My Commission Expires: June 2, 2026



Date Revised: 1/03/2022

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



REGISTERED AGENT DESIGNEE FORM

Registered agent means that individual, who is a resident of one of the 13 metropolitan counties (Cherokee, Clayton, Cobb, Coweta, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Paulding, and Rockdale) of Georgia and at least 21 years of age, who is designated by a Licensee/owner to receive any process, notice, or demand required or permitted by law or under this title to be served upon a licensee or owner.

The registered agent, who is designated by a licensee, must submit to a fingerprint criminal background check and complete the personal statement form. The registered agent must obtain the certificate of residency enclosed.

Name: Michael Lee Waters
(Full Printed Name No Initials)

Sex: [REDACTED] Race: [REDACTED] Date of Birth: [REDACTED]

Home Address: [REDACTED]

City: Lithia Springs State: GA Zip: 30122

Phone# [REDACTED]

Business Address: 4375 Commerce Dr.

City: Atlanta State: GA Zip: 30336

Phone# 404 696 1440

I hereby certify that I agree to serve as the "registered agent" on behalf of
Tom Waters d/b/a Peaches Club Wax a business located at
4375 Commerce Dr SW Atlanta GA 30336 City of South Fulton, Georgia.
As registered agent, I agree to accept any process, notice or demand required or permitted by law or under the Alcoholic Beverage Code of the City of South Fulton, Georgia, to be served upon the licensee or owner. I understand that such service upon me will serve as legal notice upon the licensee or owner and that it is my responsibility to forward such service to the owner or licensee.

Michael Lee Waters 5/22/23
SIGNATURE OF APPLICANT DATE

Michael Lee Waters
PRINTED NAME OF APPLICANT

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 22nd DAY OF May 20 23

Austin Wright
NOTARY PUBLIC SIGNATURE

Austin Wright
NOTARY PUBLIC PRINTED NAME



Date Revised: 1/03/2022

SECTION 1: Licensee/Agent

Mike Waters

For the year 2023 Date _____

All applications must be typed or printed in black/blue ink. Each question must be completely and correctly answered. If the space provided is not sufficient, attach additional sheets. Applications must be signed, dated, notarized and filed with the South Fulton Police Department. All required supporting documents must be attached.

Type of License Applying For: (Check All That Apply)

☒ New License ☐ Change of Ownership ☐ New Location ☐ Other. Please Specify: _____

Please select the beverages to be sold: (Check All That Apply)

☒ BEER ☒ WINE ☒ DISTILLED SPRITS/LIQUOR

Please select ALL the categories that best describe the business for which this application is being submitted.

☐ BYOB (Wine/Malt Only) ☐ Restaurant (3% for excise taxes) ☐ Microbrewery
☐ Public Entertainment Facility ☐ Hotel / Hotel Suites ☒ Night Club / Bar / Lounge
☐ Tasting (Wine/Malt) (3% excise tax)
 Other. Please Specify _____

Additional Activities Proposed for Premises (check all that apply)

☐ Customer Dancing ☒ DJ/Live Entertainment ☐ Adult Entertainment/Sexually Oriented Business

If a Private Club: (1) Submit the salaries and other benefits received by each officer, trustee and employee; (2) Attach A copy of 501(c) Internal Revenue Code tax exempt documentation; (3) Attach membership application and copy of member list.

1. Is applicant: ☒ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC ☐ Private Club

2. Legal Name of Business: Tom Waters d/b/a Peaches/Club Wax

Operating/Trade Name of Business Club Wax

Has location had an alcohol license within the last 12 months? ☒ Yes ☐ No

3. Business Address: 4375 Commerce Dr. SW Atlanta GA 30336 Council District: _____
 (Street Address, City, State Zip)

4. Billing Address: 723 College St. Bowden GA 30108

5. Proposed Location Zoned: Industrial land use/bar-lounge

6. A. Distance from closest private residence in any direction:
 B. Distance from closest college campus or school ground:
 C. Distance from closest branch of any South Fulton Public library:
 D. Distance from closest church or place of worship:
 E. Distance from a sexually oriented business:
 F. Distance from closest regular school bus stop as designated by Fulton County Board of Education for pick-up or drop-off of school children in transport to the public schools of City of South Fulton.

2708 ft - neighborhood
over 10,000 ft
over 10,000 ft
2443 Frederick Dr.
0.2 miles Trapeze-private club
2708 ft - neighborhood
BOE over 10,000 ft

SECTION 2:

1. Full name of Applicant (Company/Corporation) Tom Waters d/b/a Peaches/Club Wax
2. Full name of Licensee: Michael Lee Waters
- Licensee Social Security Number: [REDACTED]
- Date of Birth and Place of Birth: [REDACTED] [REDACTED]
- Citizen of the USA? ☒ Yes [] No Alien Number: _____
- Resident of Georgia? ☒ Yes [] No Years 55 County Douglas - 5 yrs
- Home Address: [REDACTED]
- Lithia Springs GA 30122
City State Zip Code
- Telephone Number: Home: ([REDACTED]) Business: (_____) _____
- Email Address: [REDACTED]
- Hours said Licensee will actively be on the premise: Varies - approx: 40 hours/week
- List duties of Licensee: General Manager

3. Full Name of Spouse, Including Maiden Name: N/A
- Date of Birth and Place of Birth: _____
- Hours Spouse on Premises: _____

4. Licensee's Business interest(s), occupation(s) and employment for the past ten (10) years

COMPANY	ADDRESS (CITY & STATE)	POSITION	DATES
Club Wax	4375 Commerce Dr	General manager	14 yrs

5. Does Licensee or any Partner(s), Corporation Officer, Principal Shareholder(s), Trustee(s) or Spouse have, within the preceding ten (10) years, any conviction for the violation of any federal, state or Local laws, Ordinances or Regulations, or does said person have current proceeding for violation of any Federal, State or Local laws, ordinances or regulations? [] Yes ☒ No
6. For the purpose of this question, the term – conviction shall include an adjudication of guilt, a plea of guilty, a plea of nolo contendere, the forfeiture of a bond or adjudication by pre-trial intervention.

PERSON CHARGED	DATE	OFFENSE	LOCATION	DISPOSITION

7. Does Licensee or any member of the Partnership, Corporation or Stockholder currently hold an Alcohol license in the state of Georgia (including a work/server/pour permit)? ☒ Yes ☐ No
8. Has Licensee or any member of the Partnership or Corporation or Stockholder ever applied for an Alcoholic Beverage license (or work/server/pour permit) and been denied, suspended, or revoked? ☒ No ☐ Yes
If yes check which type ☐ denied ☐ suspended ☐ revoked

If yes, please check appropriate status above and explain _____

9. Full Name of Manager: Michael Lee Waters
- Social Security Number of Manager: [REDACTED]
- Date of Birth and Place of Birth: [REDACTED]
- Home Address: [REDACTED] Lithia Springs GA 30122
- Telephone Number: Home: [REDACTED] Business: ()
- E-mail Address: [REDACTED]

10. Hours said manager will be on the premise: 40 hours per week
11. What is the manager's business experience? 14 years as general manager
12. Has the manager worked in this or a similar capacity? ☒ Yes ☐ No
- If yes, explain: 14 years as general manager for Club Wax

FINANCIAL BACKGROUND INFORMATION

13. Applicant's full name (Company/Corporation) Tom Waters d/b/a Peaches/Club Wax
- If a Corporation, Date of Incorporation: N/A Taxpayer Id# 81-0662248

14. If a Corporation, indicate the following for all Officers, members of the Board of Directors, Trustees and principal stockholders. If a Partnership, include all partners. (Complete all information requested for each person).

NAME	ADDRESS	DOB	SSN	POSITION	% INTEREST
<u>N/A</u>					

If operating as a partnership, submit a copy of all partnership agreements. If corporation, attach a copy of all Articles of Incorporation, By-laws and amendments thereto.

15. State the amount and source of funds that have or will be invested by each individual who has an interest in the business. If a Corporation or Partnership, list each individual separately.

NAME	AMOUNT INVESTED	SOURCE OF FUNDS	DATES
Tom Waters	\$ [REDACTED] and 30 years hard work	Self	1999-present

16. Bank accounts and assets in the name of licensee/agent and/or maintained by the licensee/agent, whether individual, partnership or corporation.

TYPE	BANK	CITY & STATE	LAST 6 OF ACCOUNT#	AMOUNT

17. Has Licensee/Agent, Spouse or any person having an interest in the business received, directly or indirectly, any financial aid or assistance, to include land, fixtures, equipment, etc., from any manufacturer or wholesaler of alcoholic beverages? ☐ Yes ☐ No If yes, please specify.

NAME	ADDRESS	AMOUNT/ITEM	DATE

18. List any other individual(s) or firm(s) owning any interest in or receiving any funds from the operation of the business or on the premises. This includes cigarette machines, game machines, billiard tables vendors, etc.

Varing Inc. (master lic # 000007195) Contact Steve [REDACTED]

19. List any financial interest or ownership which Licensee/Agent or any member of the partnership or corporation or stockholder presently has in any other alcoholic beverage license in the state of Georgia.

NAME	NAME AND ADDRESS OF PREMISES	POSITION	% OF INTEREST
Tom Waters	4375 Commerce Drive	Owner	100%

20. List all assets which will be used or converted for use as an investment in the business and/or all sources of funding used to capitalize and/or operate the Business. N/A

LICENSED PREMISES

21. Do you own the property where the business is located? ☐ Yes ☒ No

If yes:

Date of Purchase _____ Purchase Price _____

Name of Seller: _____

22. If property is rented/leased provide owner's name and address:

4375 Properties, LLC

Amount of rent/lease:

Monthly 7,000 Annually 91,000 Other (specify) _____

(Submit copy of signed lease agreement, deed, sublease, etc.)

23. Has a license at this location ever been denied, suspended, or revoked? ☐ No ☒ Yes
☐ denied, ☐ suspended or ☐ revoked

If yes, check the appropriate status above and explain: Revoked and revocation
rescinded 13 years ago

24. Is business located in a hotel or motel? ☐ Yes ☒ No

If yes, name of Hotel or Motel _____

25. If the business is to be operated as a department inside of premises where another business is operating, give details of the existing business. _____

26. What will be your business/operating hours?

11 am - 3 am

27. Where will your trash receptacle be located?

fenced in on right side of property

28. What arrangements have you made for trash removal?

GFL 3 times a week

29. How often will you clean your property?

daily

30. What is your plan for sanitation (clean water and sewage disposal) on the premises?

City of Atlanta Water and Sewage

31. What is your plan for unlawful conduct on the premises? Say stop don't do that. If problem
resolved, may stay. If not, ask to leave. If that doesn't work, call police

32. What is your plan for fire prevention on the premises?

Sprinklers, fire exit, exit signs

33. What type of security do you plan to have? door staff and private security
when needed

34. Do you offer your employees training with respect to items covered by the alcohol code? ☒ Yes ☐ No

If **yes**, what type of training and how do you plan to prevent the selling to and consumption by underage consumers of alcohol and tobacco products on your premises? _____

positive ID check and "No one under 21"

35. What type of buffering do you have, or will you provide to alleviate the effects of noise, lighting, odors, traffic or other nuisances on surrounding properties? music does not leave building

36. What plans do you have to prevent un-permitted vending on your property?

ask to leave, then call authorities for trespassing

37. Describe the traffic and pedestrian ingress and egress to/from the property and to/from any existing or proposed structure on the property. none - off main road - no side walk provided

by government

38. Seating Capacity: 100-1100
☒ Restaurant _____ ☒ Bar _____ ☒ Other artist perform
no nudity
☒ Brewpub _____ ☐ Brewery _____
☒ Lounge _____ ☐ Winery _____
☐ Private _____ ☐ Nightclub _____

39. Describe kitchen Facilities: Received new equipment - waiting on City's guidance -
should reopen in July (closed due to COVID)

List number of Employees: 2 Cooks 22 Waiters/Waitress 8 Other employees 22 Alcohol Servers

A copy of your menu must be included with this application.

40. Is business air conditioned? ☒ Yes ☐ No

41. Will you have live entertainment? ☒ Yes ☒ No (sometimes)

42. What percentage of revenues do you expect to come from food sales? 15-25% from alcohol? 75%

43. What is the total square footage of the licensed premises? 6,000

44. How many parking spaces are you **required** to have? don't know

Does the location have on-site parking? ☒ Yes ☐ No How many spaces? 70 plus

If no or if parking is insufficient, what arrangements have you made for parking? _____

There is a parking company that handles parking



South Fulton Police Department
License & Permit Unit
5539 Old National Highway
College Park, GA 30349
FINANCIAL AFFIDAVIT
(Please type or print)



This form must be completed by individuals with ownership and/or investment interest in the business, whether direct or indirect. This form may be required of others at the discretion of the Police Department as provided under COSF Title 16. **EACH QUESTION MUST BE FULLY ANSWERED.** If additional space is required, attach an additional sheet of paper.

1	LAST NAME <u>Waters, Jr.</u>	FIRST <u>Thomas</u>	MI <u>N.</u>	SOCIAL SECURITY NO. [REDACTED]	
2	HOME ADDRESS (Actual Physical Location of Residence; Do Not Use P.O. Box) [REDACTED]				
	CITY <u>Bowdon</u>	STATE <u>GA</u>	ZIP + 4 <u>30108</u>	DAY CONTACT NUMBER [REDACTED]	
3	LEGAL BUSINESS NAME <u>Tom Waters d/b/a Peaches / Club Wax</u>		TRADE / DBA NAME <u>Club Wax</u>		
	TOTAL AMOUNT OF MONEY YOU HAVE INVESTED		% OF OWNERSHIP INTEREST <u>100</u>		
FINANCIAL INVESTMENT (You <u>may</u> be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.)					
TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION	
LOAN	PERSONAL			YES	NO
☐	☒	Mr. Waters invested [REDACTED] in 1999	[REDACTED]	☐	☒
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐

SIGNATURE SECTION

BEFORE SIGNING THIS STATEMENT, CHECK ALL ANSWERS AND EXPLANATIONS TO SEE THAT YOU HAVE ANSWERED ALL QUESTIONS FULLY, COMPLETELY AND CORRECTLY. THIS STATEMENT IS TO BE EXECUTED UNDER OATH AND SUBJECT TO THE PENALTIES OF FALSE SWEARING, AND IT INCLUDES ALL ATTACHED SHEETS HERewith. STAMPED SIGNATURE IS NOT ACCEPTABLE.

I, Thomas N. Waters, Jr. DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.

Signature

I HEREBY CERTIFY THAT Tom Waters SIGNED HIS NAME TO THE FOREGOING AFFIDAVIT AFTER STATING TO ME UNDER OATH ADMINISTERED BY ME, THAT ALL STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 17th DAY OF May 2023

AFFIX SEAL



Date Revised: 5/25/2021

18



CERTIFICATION

I have received a copy of the City of South Fulton Alcoholic Beverage Ordinance and I have read it and agree to adhere to all applicable City of South Fulton Ordinances, Georgia state laws and regulations governing the operation of establishments that serve and/or sell alcoholic beverages? ☒ Yes [] No

I understand it is the responsibility of the applicant/licensee/agent to ensure that all licenses to sell alcoholic beverages are renewed no later than December 15th of each year or I will have to apply for a new alcohol license. ☒ Yes [] No

I understand that a state alcohol license must also be obtained before any alcoholic beverage can be served or sold in the City of South Fulton, (this includes Alcoholic Beverage Manufacturers). I further understand that the state license is obtained **after** the city license is obtained and I am responsible for contacting the Georgia Department of Revenue to obtain a state alcohol license. ☒ Yes [] No

I understand that I am required to pay alcohol excise taxes in accordance with City of South Fulton Ordinance, Title 16 Alcoholic Beverages, and failure to pay excises taxes imposed by this ordinance will be grounds for suspension or revocation of my alcohol license. ☒ Yes [] No

I, the undersigned, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Alcoholic Beverage Sales and Service and in any and all documents provided in support of this application are true and accurate. I further understand that any false statements provided by me or my representatives as part of this application, beyond any legal penalties, will result in the denial of the subject application.


SIGNATURE OF APPLICANT

5/22/23
DATE

Mike Waters
PRINTED NAME OF APPLICANT

~For Notary~

I hereby certify that Mike Waters signed her/his name to the foregoing application stating to me the he/she knew and understood all statements and information contained therein and, under oath actually administered by me, has sworn that said statements and information are true and correct.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 22nd DAY OF May 20 23


NOTARY PUBLIC SIGNATURE

Austin Wright
NOTARY PUBLIC PRINTED NAME





Criminal History Record Information Consent/Inquiry Form
ALCOHOL LICENSE



I hereby authorize City of South Fulton Police Department to conduct an inquiry for the purpose of eligibility of my alcohol license as listed below and receive any Georgia and/or national criminal history record information as authorized by state and federal law.

Full Name (print)	Michael Lee Waters		
Any other name used (i.e. maiden name)	Mike Waters	Place of Birth [REDACTED]	
Home Address	[REDACTED] Lithia Springs GA 30122		
Name of Business	Tom Waters d/b/a Peaches/Club Wax		
Address of Business	4375 Commerce Dr.		
Gender	Height	Date of Birth	Social Security Number
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Race	Weight	Hair Color	Eye Color
[REDACTED]	[REDACTED]	gray	blue

I, Michael Lee Waters, give consent to the above-named entity to perform periodic criminal history background checks for the duration of my tenure as agent, licensee, or member of this establishment listed above.

I, Michael Lee Waters, confirm that I have received a copy of the Privacy Act Statement, Applicant's Privacy Rights and Title 28 CFR 16.30 through 16.34. I further confirm that I have read and understand these guidelines.

Michael Lee Waters
Signature

5/22/23
Date

Date of Inquiry: 7-19-23 Time of Inquiry: 1000hrs

Operator's Initials: TR

Purpose Code Used: (check all that apply)

☒ E- Employment
J- Civilian Criminal Justice Employment (State & III Info Received)
W- Working with Children
Z- Sworn Criminal Justice Employment (State & III Info Received)

The inquiry resulted in the following: (check all that apply)

☒ No Criminal Record Available
☒ Criminal Record (Attached/Released)
No NCIC/GCIC Warrant
Possible NCIC/GCIC Warrant (List Wanting Agency Below)

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

T. Reynolds
Print Agency Designee Name and Title

7-20-23
Date

[Signature]
Agency Designee Signature



APPLICANT PRIVACY RIGHTS

As an applicant that is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history record check for a non-criminal justice purpose (such as an application for a job or license, immigration or naturalization, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- If your fingerprints/biometrics are used to conduct a FBI national criminal history check, you are provided a copy of the Privacy Act Statement that would normally appear on the FBI fingerprint card.
- If you have a criminal history record, the agency making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The agency must advise you of the procedures for changing, correcting, or updating your criminal history record as set forth in Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a Georgia or FBI criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the agency denies you the job, license or other benefit based on information in the criminal history record.
- In the event an adverse employment or licensing decision is made, you must be informed of all information pertinent to that decision to include the contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision shall be a misdemeanor [O.C.G.A. § 35-3-34(b) and §35-3-35(b)].

You have the right to expect the agency receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of state and/or federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

If the employment/licensing agency policy permits, the agency may provide you with a copy of your Georgia or FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, information regarding how to obtain a copy of your Georgia, FBI or other state criminal history may be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

If you decide to challenge the accuracy or completeness of your Georgia or FBI criminal history record, you should send your challenge to the agency that contributed the questioned information. Alternatively, you may send your challenge directly to GCIC provided the disputed arrest occurred in Georgia. Instructions to dispute the accuracy of your criminal history can be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

Print Name: Michael Lee Waters

Date: 5/22/23

Signature: Michael Lee Waters



PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine Uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

Print Name: Michael Lee Waters

Date: 5/22/23

Signature: Michael Lee Waters

TITLE 28 CFR 16.30 THROUGH 16.34

§ 16.30 Purpose and Scope

This subpart contains the regulations of the Federal Bureau of Investigation (FBI) concerning procedures to be followed when the subject of an identification record requests production of that record to review it or to obtain a change, correction, or updating of that record.

Initial: *MS*

§ 16.31 — Definition of identification record

An FBI identification record, often referred to as a "rap sheet," is a listing of certain information taken from fingerprint submissions retained by the FBI in connection with arrests and, in some instances, includes information taken from fingerprints submitted in connection with federal employment, naturalization, or military service. The identification record includes the name of the agency or institution that submitted the fingerprints to the FBI. If the fingerprints concern a criminal offense, the identification record includes the date of arrest or the date the individual was received by the agency submitting the fingerprints, the arrest charge, and the disposition of the arrest if known to the FBI. All arrest data included in an identification record are obtained from fingerprint submissions, disposition reports, and other reports submitted by agencies having criminal justice responsibilities. Therefore, the FBI Criminal Justice Information Services Division is not the source of the arrest data reflected on an identification record.

Initial: *MS*

§ 16.32 — Procedure to obtain an identification record

The subject of an identification record may obtain a copy thereof by submitting a written request via the U.S. mails directly to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306. Such request must be accompanied by satisfactory proof of identity, which shall consist of name, date and place of birth and a set of rolled-in inked fingerprint impressions placed upon fingerprint cards or forms commonly utilized for applicant or law enforcement purposes by law enforcement agencies.

Initial: *MS*

§ 16.33 — Fee for production of identification record

Each written request for production of an identification record must be accompanied by a fee of \$18 in the form of a certified check or money order, payable to the Treasury of the United States. This fee is established pursuant to the provisions of 31 U.S.C. 9701 and is based upon the clerical time beyond the first quarter hour to be spent in searching for, identifying, and reproducing each identification record requested as specified in § 16.10. Any request for waiver of the fee shall accompany the original request for the identification record and shall include a claim and proof of indigency. Subject to applicable laws, regulations, and directions of the Attorney General of the United States, the Director of the FBI may from time to time determine and establish a revised fee amount to be assessed under this authority. Notice relating to revised fee amounts shall be published in the *Federal Register*.

Initial: *MS*

§ 16.34 — Procedure to obtain change, correction or updating of identification records

If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections or updating of the alleged deficiency, he/she should make application directly to the agency which contributed the questioned 2018-05 Attachment C information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency.

Initial: *MS*



**Criminal History Record Information Consent/Inquiry Form
ALCOHOL LICENSE**



I hereby authorize City of South Fulton Police Department to conduct an inquiry for the purpose of eligibility of my alcohol license as listed below and receive any Georgia and/or national criminal history record information as authorized by state and federal law.

Full Name (print)	MICHAEL LEE WATERS		
Any other name used (i.e. maiden name)	NA	Place of Birth [REDACTED]	
Home Address	[REDACTED]		
Name of Business	LITHIA SPRINGS GA 30122		
Address of Business	TOM WATERS DBA PEACHES/CLUB WAY 4375 COMMERCE DR ATLANTA GA 30336		
Gender	[REDACTED]	Height	[REDACTED]
Race	[REDACTED]	Weight	[REDACTED]
		Hair Color	GREY
		Eye Color	BLUE
		Date of Birth	[REDACTED]
		Social Security Number	[REDACTED]

☐ I, Michael Lee Waters, give consent to the above-named entity to perform periodic criminal history background checks for the duration of my tenure as agent, licensee, or member of this establishment listed above.

☐ I, Michael Lee Waters, confirm that I have received a copy of the Privacy Act Statement, Applicant's Privacy Rights and Title 28 CFR 16.30 through 16.34. I further confirm that I have read and understand these guidelines.

Michael Lee Waters
Signature

6/3/23
Date

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code Used: (check all that apply)

☐	E- Employment
☐	J- Civilian Criminal Justice Employment (State & III Info Received)
☐	W- Working with Children
☐	Z- Sworn Criminal Justice Employment (State & III Info Received)

The inquiry resulted in the following: (check all that apply)

☐	No Criminal Record Available
☐	Criminal Record (Attached/Released)
☐	No NCIC/GCIC Warrant
☐	Possible NCIC/GCIC Warrant (List Wanting Agency Below)

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

Print Agency Designee Name and Title _____

Date _____

Agency Designee Signature _____



South Fulton Police Department

5440 Fulton Industrial Blvd • Atlanta, Georgia • 30336 • 470-809-7300

Keith Meadows
Chief of Police

July 14, 2023

City of South Fulton Code Enforcement Department
ATTN: Brian Morris
brian.morris@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must pass a Code Enforcement Inspection. Please complete the form below and return this form to the person listed below.

This business is applying for the following alcohol license(s):

- [X] Consumption on Premises:
 X Beer X Wine X Distilled Spirits
- [] Retail
 Beer Wine Distilled Spirits

Business Information:
Club Wax
Michael Water
4375 Commerce DR SW
Atlanta, Ga. 30336
[REDACTED]

For Code Enforcement Use Only

Date of Inspection: 8/10/23

[X] Location above MEETS ALL City of South Fulton Code Enforcement Requirements

[] Location does NOT meet City of South Fulton Code Enforcement Requirements
If not, briefly explain reason: _____

DOUGLAS REID
Print Name of Code Enforcement Inspector

[Signature]
Code Enforcement Inspector Signature

Paul Muhammad
Print Name of Department Head

[Signature]
Department Head Signature

Return form via email to: Police License and Permits @ pdlicenses@cityofsouthfultonga.gov



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336 · 470-809-7300

Keith Meadows
Chief of Police

July 14, 2023

City of South Fulton Planning & Zoning Section
ATTN: Nadia Campbell
Nadia.campbell@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must pass a Zoning Compliance Inspection. Please complete the form below and return this form to the email address listed below.

This business is applying for the following alcohol license(s):

- [X] Consumption on Premises
 X Beer X Wine X Distilled Spirits
- [] Retail
 ____ Beer ____ Wine ____ Distilled Spirits

Business Information:

Club Wax
Mike Waters
4375 Commerce Dr
Atlanta, Ga. 30336

For Planning & Zoning Use Only

Date of Compliance Inspection: 7/14/2023 Parcel ID Number: 14F 0052 L 0458

Location is Zoned for: M-2 (Heavy Industrial)

Current/Past Use of the Property: Adult Entertainment club / Existing

[☒] Location above MEETS ALL zoning and alcohol license zoning requirements of the City of South Fulton.

[] Location above does NOT zoning and alcohol license zoning requirements of the City of South Fulton.

If not, briefly explain reason below:

partial or no nudity is allowed to have alcohol.

Nadia Campbell
Print Name of Zoning Planner

Nadia Campbell
Zoning Planner Signature

J B
Print Name of Department Head

Ry D
Department Head Signature

Return form via email to: Police Licenses @ pdlicenses@cityofsouthfultonga.gov



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336-470-809-7300

Keith Meadows

Chief of Police

July 14, 2023

City of South Fulton Business License

ATTN: Cody Hugley

Cody.Hugley@cityofsouthfultonga.gov

5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must possess a current City of South Fulton Business License. Please complete this form and return to the email listed at the bottom of the form below.

This business is applying for the following alcohol license(s):

- [X] Consumption on Premises
 __X__ Beer __X__ Wine __X__ Distilled Spirits
- [] Retail
 ____ Beer ____ Wine ____ Distilled Spirits

Business Information:

Club Wax

Michael Water

4375 Commerce DR SW

Atlanta, Ga. 30336

For Business License Use Only

[X] Location above **HAS** a current and valid occupational tax certificate and meets all of the business and occupational tax ordinance of the City of South Fulton. **A copy of the occupational tax certificate is attached.**

[] Location above does **NOT** have an occupational tax certificate with the City of South Fulton.
If additional explanation is required, briefly explain below:

Gunevere Gardner

Print Name of Business Tax Specialist

Dominic OChwei

Print Name of Department Head

Gunevere Gardner

Business Tax Specialist Signature

[Signature]

Department Head Signature

Return form via email to: Police License and Permits @ pdlicenses@cityofsouthfultonga.gov

CITY OF SOUTH FULTON - OCCUPATIONAL TAX CERTIFICATE

COSF Business License
5440 Fulton Industrial Blvd
Atlanta, GA 30331



License Id:	2023.04.0952	Issued Date:	4/3/2023
Effective Date:	01/01/2023	Expiration Date:	12/31/2023
License Type:	Drinking Places (Alcoholic Beverages)		

Business Name: Tom Waters
Business Location: 4375 Commerce Drive SW, South Fulton, GA 30336
CLUB WAX
Tom Waters
4375 Commerce Dr. Sw
Atlanta, , 30336

2023

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE



COSF Fire Inspection Report

Facility Information

Occupant Name: Club Wax
Street Number: 4375 **Street Name:** Commerce **Street Type:** Drive
City: South Fulton **State:** Georgia 30336
Inspector: Forehand, Felton

Building Number: 4375

Inspection Information

Inspection Type: Re-Inspection

Violations

Violation Code	Description
906.2	Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10. Exceptions: 1.The distance of travel to reach an extinguisher shall not apply to the spectator seating portions of Group A-5 occupancies. 2.Thirty-day inspections shall not be required and maintenance shall be allowed to be once every 3 years for dry-chemical or halogenated agent portable fire extinguishers that are supervised by a listed and approved electronic monitoring device, provided that all of the following conditions are met: 2.1.Electronic monitoring shall confirm that extinguishers are properly positioned, properly charged and unobstructed. 2.2.Loss of power or circuit continuity to the electronic monitoring device shall initiate a trouble signal. 2.3.The extinguishers shall be installed inside of a building or cabinet in a noncorrosive environment. 2.4.Electronic monitoring devices and supervisory circuits shall be tested every 3 years when extinguisher maintenance is performed. 2.5.A written log of required hydrostatic test dates for extinguishers shall be maintained by the owner to verify that hydrostatic tests are conducted at the frequency required by NFPA 10. 3.In Group I-3, portable fire extinguishers shall be permitted to be located at staff locations.

907.2.3

A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E occupancies. Where automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. Exceptions:

1. A manual fire alarm system is not required in Group E occupancies with an occupant load of 50 or less.
2. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided that activation of the manual fire alarm system initiates an approved occupant notification signal in accordance with Section 907.5.
3. Manual fire alarm boxes are not required in Group E occupancies where all of the following apply:

- 3.1. Interior corridors are protected by smoke detectors.
- 3.2. Auditoriums, cafeterias, gymnasiums and similar areas are protected by heat detectors or other approved detection devices.
- 3.3. Shops and laboratories involving dusts or vapors are protected by heat detectors or other approved detection devices.

4. Manual fire alarm boxes shall not be required in Group E occupancies where all of the following apply:

- 4.1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1.
- 4.2. The emergency voice/alarm communication system will activate on sprinkler water flow.
- 4.3. Manual activation is provided from a normally occupied location.

907.6

A fire alarm system shall be installed and monitored in accordance with Sections 907.6.1 through 907.6.6.2 and NFPA 72.

604.5

Extension cords and flexible cords shall not be a substitute for permanent wiring and shall be listed and labeled in accordance with UL 817. Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances. Extension cords marked for indoor use shall not be used outdoors.

703.1

Materials and firestop systems used to protect membrane and through penetrations in fire-resistance-rated construction and construction installed to resist the passage of smoke shall be maintained. The materials and firestop systems shall be securely attached to or bonded to the construction being penetrated with no openings visible through or into the cavity of the construction. Where the system design number is known, the system shall be inspected to the listing criteria and manufacturer's installation instructions.

503.1.1

Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility. Exceptions:

1. The fire code official is authorized to increase the dimension of 150 feet (45 720 mm) where any of the following conditions occur:

- 1.1. The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
- 1.2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
- 1.3. There are not more than two Group R-3 or Group U occupancies.

2. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities.

315.3

Storage of materials in buildings shall be orderly and stacks shall be stable. Storage of combustible materials shall be separated from heaters or heating devices by distance or shielding so that ignition cannot occur.

1008.1 Illumination shall be provided in the means of egress in accordance with Section 1008.2. Under emergency power, means of egress illumination shall comply with Section 1008.3.

Violation Count: 8

Signatures

Type	First Name	Last Name	Signature Date	Signature Graphic
Inspector	Felton	Forehand	08/09/2023	
Owner/Rep.	Onostecia	Ward	08/09/2023	

Inspection Notes

Sprinkler and fire alarm certification letter needed for the entire building
Smoke detectors need to be tied into the fire alarm system
Fire extinguishers throughout entire building need to be serviced, updated, and mounted.
Use of extension cords for permanent power source is prohibited.
Uninhabitable spaces throughout the building
Penetration's
FDC is not accessible due to parking
Storage area is not neat and clean
Exit sign missing over door

Permit Conditions

OUR LANGUAGE GOES HERE

General Form (Copy)

Exterior

Question	Answer	Notes
Fire Lanes marked/unobstructed?	No	
Address Visible from roadway?	Yes	
Fire hydrant(s) accessible	No	
Combustible accumulation acceptable?	No	
Gas meter/piping protected?	Yes	
FD connections visible/good condition/caps OK/PIV OK?	No	
Lock box/Current Keys	N/A	
Exits clear?	Yes	

Exit Features

Question	Answer	Notes
Adequate number of exits?	Yes	
Exits, aisles & corridors free of obstructions.	No	
Exit hardware present/operational.	No	
Exits, aisles & corridors free of obstructions?	No	
Exit hardware present/operational?	No	
Exit signs present/operational?	No	
Exit corridors/stairways protected?	N/A	
Emergency lighting present & operational?	No	
Occupant load posted/maintained?	No	
Interior finish acceptable?	No	

Construction Features

Question	Answer	Notes
Fire separations present/maintained?	No	
Structural elements intact?	No	
Rated fire doors operational?	No	
Vertical openings acceptable?	No	
Roof vents (annual tests)?	N/A	

Storage

Question	Answer	Notes
Storage neat and orderly?	No	
No combustible storage in boiler/mechanical rooms?	No	
No combustible storage under unprotected stairways?	N/A	
Storage maintained 18" below sprinkler heads 2' below ceiling (unsprinklered)?	Yes	
Aisles maintained – 44" minimum?	Yes	
Rubbish, oily rags, waste material properly stored?	N/A	

Flammable/Combustible Liquids

Question	Answer	Notes
Quantities below exempt amounts or stored in H rated area?	N/A	
Proper storage/dispensing?	N/A	
No sources of ignition?	No	
Adequate ventilation?	Yes	
Proper electrical equipment?	No	

Utility, Mechanical, HVAC Equipment

Question	Answer	Notes
Adequate clearances between combustibles & appliances?	No	
Clean ducts & filters?	No	

Fire Extinguishers

Question	Answer	Notes
Readily accessible/suitable location?	No	
Proper number and type?	No	
Properly serviced and maintained?	No	
Date?	Oct/2019	

Hazardous Materials

Question	Answer	Notes
Proper quantities?	N/A	
Proper storage/dispensing?	N/A	
Proper separation/compatibility?	N/A	
Marking/identification system?	N/A	
Compressed gas cylinders secured?	N/A	
NFPA 704 label?	N/A	

Sprinkler Systems

Question	Answer	Notes
Adequate coverage?	Yes	
Controls readily accessible?	No	
Valves locked, open, or supervised?	N/A	
Properly serviced?	No	
Heads in good condition?	No	
Wrench/spare heads present?	N/A	
Door to room labeled properly?	No	
Zone map displayed?	No	
Central station monitoring provided?	No	
Date last inspected?	Oct/2022	

Fire Alarm Equipment

Question	Answer	Notes
Smoke/Heat detectors properly installed/properly located?	No	
Pull stations properly installed?	No	

Properly serviced/maintained door to panel room labeled as required?	No
Tests/drills conducted?	N/A
Carbon monoxide alarms present?	No

Other Fire Protection Equipment

Question	Answer	Notes
Standpipe/hose in good condition?	Yes	
Adequate standpipe coverage?	Yes	
Hood system-fuel shutoff present?	N/A	
Hood extinguishing system serviced?	N/A	
Hood date?	N/A	
Properly cleaned/maintained hoods?	N/A	
Halon/FM 200 systems serviced?	N/A	

Electrical

Question	Answer	Notes
Appliances/fixtures in good condition?	Yes	
Overcurrent protection present?	N/A	
Proper use of wiring, connections, equipment?	No	
Extension cords not used in place of wiring?	No	
30" clear access to electrical panels provided?	Yes	
Door to electrical room labeled?	Yes	
Power strips have circuit breaker?	Yes	
Other?	N/A	

New Group

Question	Answer	Notes
----------	--------	-------



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336
Phone: (470) 809-7300

Keith Meadows
Chief of Police

August 18, 2023

To: ABL File
South Fulton Police Department
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must pass a Background Investigation. Please complete the form below and place in file folder.

This business is applying for the following alcohol license(s):

- [X] Consumption on Premises
 __X__ Beer __X__ Wine __X__ Distilled Spirits
- [] Retail / Wholesale
 __ Beer __ Wine __ Distilled Spirits

Business Information:

Club Wax
Michael Water
4375 Commerce DR SW
Atlanta, Ga. 30336



For Law Enforcement Use Only

Date Background Investigation Completed: _____

- [☒] The Applicant listed above has met the requirements of the background investigation.
[] The Applicant listed above does **NOT** meet the requirements of the background investigation.

If not, briefly explain reason: _____

Jacquelyn J. Bell
Print Name of Investigator

Investigator Signature

Place Form in Police ABL File

COMMUNICATIONS

Event List with Report Numbers

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
2022002337	02/14/2022 04:53:50	45 INVESTIGATE	4375 COMMERCE DR	SF235	CASE	02/14/2022 05:30:25
	02/15/2022 01:35:25		4375 COMMERCE DR		DUP	02/15/2022 01:37:18
2022002586	02/17/2022 01:10:52	INFO FOR FIRE / FIRE	4375 COMMERCE DR	HM11	CASE	02/17/2022 02:54:18
2022002526	02/17/2022 01:22:45	39 INFORMATION FOR	4375 COMMERCE DR	SF235	CASE	02/17/2022 02:56:01
2022002635	02/17/2022 21:36:40	31 ELECTRICAL WIRES	4375 COMMERCE DR	TK11	13	02/17/2022 22:14:39
	02/17/2022 21:39:21	31 ELECTRICAL WIRES	4375 COMMERCE DR	SF235	3	02/17/2022 23:20:04
	02/18/2022 11:04:51		4375 COMMERCE DR		ADV	02/18/2022 11:08:58
	02/18/2022 11:07:56		4375 COMMERCE DR		ADV	02/18/2022 11:09:22
	02/20/2022 02:41:09	1 ABANDONED	4375 COMMERCE DR	SF235	3	02/20/2022 02:59:59
	02/23/2022 13:25:55	2 ALARM (RECEIVED BY	4375 COMMERCE DR	SF133	12	02/23/2022 13:56:05
2022003920	03/01/2022 15:57:44	UNCO31DE	4375 COMMERCE DR	7804	83	03/01/2022 17:54:27
2022003271	03/01/2022 15:58:06	MEDICAL CALL / PROQA	4375 COMMERCE DR	E11	13	03/01/2022 16:44:31
	03/01/2022 15:58:55	UNCO31DE	4375 COMMERCE DR		ADV	03/01/2022 15:59:41
2022004219	03/05/2022 21:54:28	MEDICAL CALL / PROQA	4375 COMMERCE DR	7825	83	03/05/2022 23:39:19
2022003509	03/05/2022 21:55:20	MEDICAL CALL / PROQA	4375 COMMERCE DR	E11	13	03/05/2022 22:27:13
	03/05/2022 21:56:42	MEDICAL CALL / PROQA	4375 COMMERCE DR		DUP	03/05/2022 21:58:34
	03/05/2022 21:57:15	MEDICAL CALL / PROQA	4375 COMMERCE DR		DUP	03/05/2022 21:58:25
	03/05/2022 21:58:52	UNCO31DE	4375 COMMERCE DR	SF231	9AA	03/05/2022 22:34:11
	03/05/2022 22:01:41		4375 COMMERCE DR		DUP	03/05/2022 22:01:50
2022003479	03/06/2022 17:46:07	41 AUTOMOBILE	4375 COMMERCE DR	SF135	CASE	03/06/2022 18:59:09
	03/07/2022 08:13:46		4375 COMMERCE DR		ADV	03/07/2022 08:16:29
2022003724	03/10/2022 22:20:19	43 INVESTIGATE HIT AND	4375 COMMERCE DR	SF236	CASE	03/10/2022 22:55:20
2022003813	03/12/2022 19:35:45	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF235	CASE	03/12/2022 20:22:34
2022003909	03/14/2022 21:17:06	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF231	CASE	03/14/2022 23:19:16
2022004787	03/14/2022 22:02:17	SICK26A	4375 COMMERCE DR	7804	83	03/15/2022 00:03:52
2022008359	05/08/2022 20:27:18	FALLS17D	4375 COMMERCE DR	7811	83	05/08/2022 21:52:20
2022006899	05/08/2022 20:27:46	MEDICAL CALL / PROQA	4375 COMMERCE DR	E11	13	05/08/2022 21:06:09
	05/08/2022 20:29:43	FALLS17D	4375 COMMERCE DR	SF235	9AA	05/08/2022 21:08:41

Report Generated: 07/13/2023 12:47:11 | User ID: FCES1265

\\VMWP-RMSCDAP01.CO.FULTON.GA.US\OSSICAD\ICAD\ rpt\EventHistory_EventListWithReportNumbers_Landscape

Page 1 of 6

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	05/12/2022 20:39:35	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF204	3	05/12/2022 21:01:20
	05/21/2022 17:36:37	90 SPECIAL DETAIL	4375 COMMERCE DR	SF135	3	05/21/2022 17:50:03
2022008138	05/27/2022 01:47:43	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF235	3	05/27/2022 02:42:02
2022009679	05/27/2022 03:43:32	45 INVESTIGATE	4375 COMMERCE DR	SF235	CASE	05/27/2022 04:32:10
2022008012	05/27/2022 20:45:12	UNCO31DE	4375 COMMERCE DR	7822	16	05/27/2022 21:10:41
	05/27/2022 20:45:48	MEDICAL CALL / PROQA	4375 COMMERCE DR	E11	13	05/27/2022 21:10:27
	05/27/2022 20:46:51	UNCO31DE	4375 COMMERCE DR		CLAW	05/27/2022 20:52:10
	05/30/2022 19:56:04	38 ILLEGAL WHISKEY OR	4375 COMMERCE DR	SF229	3	05/30/2022 20:20:32
	05/30/2022 20:38:41	39 INFORMATION FOR	4375 COMMERCE DR	SF229	3	05/30/2022 20:47:38
	06/22/2022 01:52:16	UNCO31DE	4375 COMMERCE DR		CFIR	06/22/2022 02:48:33
2022009449	06/22/2022 01:54:55	MEDICAL CALL / PROQA	4375 COMMERCE DR	E11	13	06/22/2022 02:53:24
	06/22/2022 01:55:56	UNCO31DE	4375 COMMERCE DR		CLAW	06/22/2022 01:57:20
	06/22/2022 02:00:15		4375 COMMERCE DR		DUP	06/22/2022 02:00:25
	06/25/2022 00:58:41	41 AUTOMOBILE	4375 COMMERCE DR	SF235	3	06/25/2022 02:04:46
2022011825	06/26/2022 01:08:19	OVER23BC	4375 COMMERCE DR	7800	38	06/26/2022 02:03:21
2022009709	06/26/2022 01:09:21	MEDICAL CALL / PROQA	4375 COMMERCE DR	E11	CASE	06/26/2022 01:17:41
	06/26/2022 01:11:47	OVER23BC	4375 COMMERCE DR		CLAW	06/26/2022 01:21:05
	06/26/2022 12:05:14	PSYCH25B	4375 COMMERCE DR		CBO	06/26/2022 12:29:09
2022009733	06/26/2022 12:09:31	MEDICAL CALL / PROQA	4375 COMMERCE DR	E3	16	06/26/2022 12:28:51
	06/26/2022 12:10:03	39 INFORMATION FOR	4375 COMMERCE DR	SF129	1	06/26/2022 12:27:34
	07/01/2022 18:39:59	45 INVESTIGATE	4375 COMMERCE DR	SF304	3	07/01/2022 19:55:02
	07/04/2022 01:38:49	55 TROUBLE UNKNOWN	4375 COMMERCE DR	SF235	3	07/04/2022 01:50:42
	07/05/2022 23:45:00	UNKNO32B	4375 COMMERCE DR	SF236	2	07/06/2022 00:21:16
2022010306	07/05/2022 23:53:54	ASSAUL4D	4375 COMMERCE DR	E11	CASE	07/06/2022 00:14:23
2022012566	07/05/2022 23:53:55	ASSAUL4D	4375 COMMERCE DR	7085	16	07/06/2022 00:14:30
	07/31/2022 18:18:14		4375 COMMERCE DR		ADV	07/31/2022 18:22:09
2022012086	08/09/2022 01:48:06	45 INVESTIGATE	4375 COMMERCE DR	SF229	CASE	08/09/2022 02:42:00
2022012147	08/10/2022 02:26:59	45 INVESTIGATE	4375 COMMERCE DR	SF235	CASE	08/10/2022 03:07:32
	08/10/2022 02:58:07		4375 COMMERCE DR		DUP	08/10/2022 02:58:35
	08/13/2022 02:12:37	29 FIGHT OR DOMESTIC	4375 COMMERCE DR		CBCK	08/13/2022 02:16:04
	08/13/2022 03:14:58	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF236	1	08/13/2022 03:34:47
	08/23/2022 23:50:19	90B BUSINESS CHECK	4375 COMMERCE DR	SF235	3	08/23/2022 23:56:35

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	09/01/2022 22:02:49	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF235	2	09/01/2022 22:38:40
2022013643	09/05/2022 17:25:01	39 INFORMATION FOR	4375 COMMERCE DR	SF133	CASE	09/05/2022 18:10:55
2022018235	09/20/2022 21:12:14	SICK26AO	4375 COMMERCE DR	7811	CASE	09/20/2022 22:55:21
2022014810	09/20/2022 21:13:12	MEDICAL CALL / PROQA	4375 COMMERCE DR	E11	13	09/20/2022 21:33:50
2022015554	10/04/2022 09:30:03	33BA BUSINESS FIRE	4375 COMMERCE DR	TK11	13	10/04/2022 09:59:34
2022019258	10/05/2022 00:01:43	OVER23BC	4375 COMMERCE DR	7811	83	10/05/2022 01:50:27
	10/05/2022 00:05:53	OVER23BC	4375 COMMERCE DR	SF235	3	10/05/2022 00:39:38
2022015597	10/05/2022 00:05:53	OVER23BC	4375 COMMERCE DR	E11	13	10/05/2022 00:20:34
	10/23/2022 03:32:53		4375 COMMERCE DR		CBCK	10/23/2022 03:34:14
	10/30/2022 03:14:19	90B BUSINESS CHECK	4375 COMMERCE DR	SF203	3	10/30/2022 03:18:19
2022017513	11/15/2022 02:16:06	45 INVESTIGATE	4375 COMMERCE DR	SF235	CASE	11/15/2022 02:41:23
2022022845	11/23/2022 01:55:15	ASSAUL4B	4375 COMMERCE DR	7805	16	11/23/2022 02:10:22
2022018449	11/23/2022 01:57:36	MEDICAL CALL / PROQA	4375 COMMERCE DR	E11	13	11/23/2022 02:10:42
2022017937	11/23/2022 01:58:33	ASSAUL4B	4375 COMMERCE DR	SF235	CASE	11/23/2022 03:05:35
2022018000	11/23/2022 23:38:03	43 INVESTIGATE HIT AND	4375 COMMERCE DR	SF229	CASE	11/24/2022 01:12:39
	11/25/2022 00:52:56	39 INFORMATION FOR	4375 COMMERCE DR		CBO	11/25/2022 01:16:11
	11/25/2022 21:58:09		4375 COMMERCE DR		ADV	11/25/2022 22:03:00
	11/29/2022 17:49:44	PRIVATE IMPOUND TOW	4375 COMMERCE DR		IMPD	11/29/2022 17:53:52
	12/11/2022 04:38:22		4375 COMMERCE DR		ADV	12/11/2022 04:48:55
2022024175	12/11/2022 04:54:48	SICK26AO	4375 COMMERCE DR	7828	16	12/11/2022 05:16:04
2022019533	12/11/2022 04:55:28	MEDICAL CALL / PROQA	4375 COMMERCE DR	E11	13	12/11/2022 05:13:10
	12/11/2022 04:57:24	76 SICK CALL	4375 COMMERCE DR		ADV	12/11/2022 04:58:48
2022019363	12/18/2022 23:01:00	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF201	CASE	12/18/2022 23:54:05
	12/18/2022 23:05:13		4375 COMMERCE DR		DUP	12/18/2022 23:11:52
2022024790	12/18/2022 23:07:33	ASSAUL4B	4375 COMMERCE DR	7820	15	12/19/2022 00:17:37
2022020008	12/18/2022 23:10:08	ASSAUL4B	4375 COMMERCE DR	E11	16	12/18/2022 23:34:26
	12/29/2022 23:25:34	81 STREET/SIDEWALK	4375 COMMERCE DR	SF202	3	12/29/2022 23:45:56
2023000051	01/02/2023 00:35:53	45 INVESTIGATE	4375 COMMERCE DR	SF235	CASE	01/02/2023 03:10:37
2023000053	01/02/2023 02:05:31	45 INVESTIGATE	4375 COMMERCE DR	SF203	CASE	01/02/2023 02:34:36
	01/02/2023 02:15:51		4375 COMMERCE DR		DUP	01/02/2023 02:17:04
2023000239	01/05/2023 01:56:55	45 INVESTIGATE	4375 COMMERCE DR	SF235	CASE	01/05/2023 02:55:22
	01/08/2023 17:19:23	39 INFORMATION FOR	4375 COMMERCE DR	SF125	3	01/08/2023 19:22:19

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
2023000799	01/14/2023 02:58:53	37 ILLEGAL PARKING	4375 COMMERCE DR	SF235	3	01/14/2023 03:07:48
	01/14/2023 18:32:06	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF264	CASE	01/14/2023 22:22:48
	01/14/2023 18:33:06		4375 COMMERCE DR		DUP	01/14/2023 18:33:55
	01/14/2023 19:02:02		4375 COMMERCE DR		DUP	01/14/2023 19:02:56
2023000800	01/14/2023 20:53:12	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF264	CASE	01/14/2023 20:53:12
2023000807	01/15/2023 02:50:37	22 VANDALISM OR	4375 COMMERCE DR	SF235	CASE	01/15/2023 03:26:48
	01/20/2023 22:49:34		4375 COMMERCE DR		ADV	01/20/2023 22:50:02
	01/21/2023 21:18:27	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF231	3	01/21/2023 21:56:19
2023001184	01/22/2023 00:37:37	45 INVESTIGATE	4375 COMMERCE DR	SF231	CASE	01/22/2023 01:20:29
2023002192	01/30/2023 23:08:32	OVER23O	4375 COMMERCE DR	7813	CASE	01/31/2023 00:44:03
2023001776	01/30/2023 23:10:08	MEDICAL CALL / PROQA	4375 COMMERCE DR	E11	13	01/30/2023 23:36:21
	01/30/2023 23:11:27	OVER23O	4375 COMMERCE DR		DUP	01/30/2023 23:13:34
	01/30/2023 23:11:32	OVER23BC	4375 COMMERCE DR	SF227	9AA	01/30/2023 23:39:42
2023004090	02/17/2023 23:30:41	90B BUSINESS CHECK	4375 COMMERCE DR	SF231	3	02/17/2023 23:31:09
	02/18/2023 21:38:02	90B BUSINESS CHECK	4375 COMMERCE DR	SF231	3	02/18/2023 21:44:11
	02/22/2023 00:20:18	90B BUSINESS CHECK	4375 COMMERCE DR	SF203	3	02/22/2023 00:23:09
	02/25/2023 23:38:01	HEMO21BC	4375 COMMERCE DR	7801	CASE	02/25/2023 23:57:45
	02/25/2023 23:38:53	MEDICAL CALL / PROQA	4375 COMMERCE DR	E11	13	02/25/2023 23:58:07
2023003221	02/25/2023 23:40:22	TRAUM30B	4375 COMMERCE DR		ADV	02/25/2023 23:41:14
	02/27/2023 18:47:56	39 INFORMATION FOR	4375 COMMERCE DR	SF231	CASE	02/27/2023 20:53:44
2023003158	02/27/2023 19:09:21		4375 COMMERCE DR		DUP	02/27/2023 19:09:50
	03/01/2023 01:18:38	90B BUSINESS CHECK	4375 COMMERCE DR	SF231	3	03/01/2023 01:27:31
	03/05/2023 21:30:45	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF231	3	03/05/2023 21:57:03
	04/13/2023 16:35:09	45 INVESTIGATE	4375 COMMERCE DR	SF304	3	04/13/2023 16:44:40
	04/13/2023 16:54:09	45 INVESTIGATE	4375 COMMERCE DR	SF135	3	04/13/2023 17:37:52
2023008502	04/13/2023 22:49:58	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	FC223	3	04/13/2023 23:15:56
	04/13/2023 22:50:59	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF229	3	04/13/2023 23:37:36
	04/29/2023 04:20:05	SICK26AO	4375 COMMERCE DR	7819	CASE	04/29/2023 05:54:02
	04/29/2023 04:22:49	MEDICAL CALL / PROQA	4375 COMMERCE DR	E11	13	04/29/2023 04:57:18
	04/29/2023 04:44:32	ASSAUL4B	4375 COMMERCE DR	SF227	CASE	04/29/2023 05:08:47
2023006467	05/03/2023 02:18:03	29 FIGHT OR DOMESTIC	4375 COMMERCE DR		CBCK	05/03/2023 02:23:10
	05/08/2023 02:19:52	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF235	3	05/08/2023 03:33:35

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
2023007149	05/08/2023 04:29:33	45 INVESTIGATE	4375 COMMERCE DR	SF235	2	05/08/2023 04:42:23
	05/11/2023 18:53:21	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF229	CASE	05/11/2023 19:56:28
	05/11/2023 21:04:20	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF229	3	05/11/2023 21:17:47
	05/24/2023 00:41:22	90B BUSINESS CHECK	4375 COMMERCE DR	SF200	3	05/24/2023 00:54:00
	05/24/2023 01:32:02	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF231	3	05/24/2023 02:32:21
	05/24/2023 01:44:41		4375 COMMERCE DR		DUP	05/24/2023 01:44:58
	05/25/2023 05:04:40	90B BUSINESS CHECK	4375 COMMERCE DR	SF200	3	05/25/2023 05:10:10
2023008323	05/26/2023 02:49:56	90B BUSINESS CHECK	4375 COMMERCE DR	SF200	3	05/26/2023 03:12:06
	05/27/2023 03:47:19	90B BUSINESS CHECK	4375 COMMERCE DR	SF200	3	05/27/2023 03:55:52
	05/29/2023 22:05:18	43 INVESTIGATE HIT AND	4375 COMMERCE DR	SF235	3	05/29/2023 22:54:53
	06/01/2023 03:13:20	90B BUSINESS CHECK	4375 COMMERCE DR	SF200	3	06/01/2023 03:26:08
	06/01/2023 23:46:48	41 AUTOMOBILE	4375 COMMERCE DR	SF234	CASE	06/02/2023 00:19:48
	06/03/2023 02:52:03	90B BUSINESS CHECK	4375 COMMERCE DR	SF200	3	06/03/2023 02:55:21
	06/03/2023 11:37:51	39 INFORMATION FOR	4375 COMMERCE DR		CBO	06/03/2023 11:56:33
	06/08/2023 01:12:23	90B BUSINESS CHECK	4375 COMMERCE DR	SF200	3	06/08/2023 01:22:58
	06/09/2023 21:38:21	FIGHT/DOMESTIC	4375 COMMERCE DR	SF231	3	06/09/2023 22:08:04
	06/10/2023 00:18:17	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF231	3	06/10/2023 00:43:35
	06/10/2023 03:20:44	90B BUSINESS CHECK	4375 COMMERCE DR	SF200	3	06/10/2023 04:00:15
	06/14/2023 01:49:21	90B BUSINESS CHECK	4375 COMMERCE DR	SF200	3	06/14/2023 01:55:59
	06/14/2023 23:48:05	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF227	3	06/15/2023 00:03:22
	06/16/2023 19:07:29	37 ILLEGAL PARKING	4375 COMMERCE DR	SF235	3	06/16/2023 20:06:32
	06/16/2023 22:22:31	37 ILLEGAL PARKING	4375 COMMERCE DR	SF235	3	06/16/2023 22:51:57
	06/18/2023 03:14:57	90B BUSINESS CHECK	4375 COMMERCE DR	SF200	3	06/18/2023 04:03:30
	06/21/2023 04:13:29	90B BUSINESS CHECK	4375 COMMERCE DR	SF200	3	06/21/2023 04:22:19
	06/21/2023 19:28:16	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF229	1	06/21/2023 20:18:34
	06/22/2023 01:38:17	90B BUSINESS CHECK	4375 COMMERCE DR	SF200	3	06/22/2023 01:52:35
	06/23/2023 02:19:25	90B BUSINESS CHECK	4375 COMMERCE DR	SF200	3	06/23/2023 02:27:16
	06/28/2023 23:59:48	90B BUSINESS CHECK	4375 COMMERCE DR	SF235	3	06/29/2023 00:11:27
	06/29/2023 02:29:18	90B BUSINESS CHECK	4375 COMMERCE DR	SF200	3	06/29/2023 03:01:30
	06/29/2023 23:33:56	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF235	3	06/30/2023 00:28:12
	06/29/2023 23:56:29		4375 COMMERCE DR		ADV	06/30/2023 00:00:53
	07/03/2023 22:39:55	90B BUSINESS CHECK	4375 COMMERCE DR	SF235	3	07/03/2023 22:40:51

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	07/07/2023 02:15:51	90B BUSINESS CHECK	4375 COMMERCE DR	SF200	3	07/07/2023 02:45:05
	07/09/2023 03:40:12	90B BUSINESS CHECK	4375 COMMERCE DR	SF229	3	07/09/2023 03:53:54
2023010409	07/10/2023 19:45:06	29 FIGHT OR DOMESTIC	4375 COMMERCE DR	SF235	CASE	07/10/2023 20:33:56
2023014103	07/10/2023 21:56:49	OVER23BC	4375 COMMERCE DR	7827	83	07/10/2023 23:40:35
2023011079	07/10/2023 21:57:42	MEDICAL CALL / PROQA	4375 COMMERCE DR	E11	13	07/10/2023 23:01:25
	07/10/2023 22:00:28	HEAD18C	4375 COMMERCE DR		CFIR	07/10/2023 22:07:29

Total Number of Events Listed: 162

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

PAY ONLINE AT:
[HTTPS://WWW.CITYOFSOUTHFULTONGA.GOV](https://www.cityofsouthfultonga.gov)
SCROLL DOWN TO CLICK "PAY ONLINE" ICON

Tom Waters
4375 Commerce DR SW
Atlanta, GA 30336

INVOICE #

23005758

CUSTOMER ID: [REDACTED] PIN: [REDACTED]

INVOICE DATE: 06/27/23

DUE DATE:

**MAKE CHECKS PAYABLE TO:
CITY OF SOUTH FULTON**

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Alcohol License		
1.0000/1	ABLAPPL	Alcohol Lic - Application fee Alcohol License	300.000000	300.00
1.0000/1	ABLFIREI	Alcohol Fire Inspection Fee Alcohol License	75.000000	75.00
1.0000/1	ABLADV	Alcohol Lic Advertising Fee Alcohol License	505.000000	505.00
1.0000/1	POLICEAB	Police Alch Background Check Alcohol License	55.000000	55.00
1.0000/1	POLICEAB	Police Alch Background Check Alcohol License Cancellation: 06/27/23	55.000000	55.00 -55.00
1.0000/1	ABL-BEER	Alcohol Lic Retail Bar Beer Alcohol License	650.000000	650.00
1.0000/1	ABL-WINE	Alcohol Lic - Retail bar Wine Alcohol License	650.000000	650.00
1.0000/1	ABLLIQUO	Alcohol Lic -Retail Bar Liquor Alcohol License	3,700.000000	3,700.00
		TOTAL DUE:		\$ 5,935.00
		Prn Payment: 07/12/23 CK 3854466437		-5,935.00

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

Tom Waters
4375 Commerce DR SW
Atlanta, GA 30336

INVOICE #: 23005758
DESCRIPTION: Alcohol License
CUSTOMER ID: [REDACTED] PIN: [REDACTED]
DUE DATE:
TOTAL DUE: See Last Page



City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

PAY ONLINE AT:
[HTTPS://WWW.CITYOFSOUTHFULTONGA.GOV](https://www.cityofsouthfultonga.gov)
SCROLL DOWN TO CLICK "PAY ONLINE" ICON

Tom Waters
4375 Commerce DR SW
Atlanta, GA 30336

INVOICE #

23005758

CUSTOMER ID: [REDACTED] PIN: [REDACTED]

INVOICE DATE: 06/27/23

DUE DATE:

**MAKE CHECKS PAYABLE TO:
CITY OF SOUTH FULTON**

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
			BALANCE:	\$ 0.00

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

Tom Waters
4375 Commerce DR SW
Atlanta, GA 30336

INVOICE #: 23005758
DESCRIPTION: Alcohol License
CUSTOMER ID: [REDACTED] PIN: [REDACTED]
DUE DATE:
TOTAL DUE: \$ 0.00





**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA**

2211 United States Courthouse
75 Ted Turner Drive, SW
Atlanta, GA 30303

Kevin P. Weimer
Clerk of Court

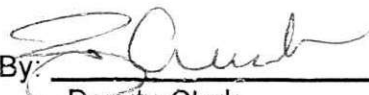
404-215-1600

Name: MICHAEL LEE WATERS

I, Kevin P. Weimer, Clerk, United States District Court for the Northern District of Georgia, do hereby certify that I have examined the record of said court for the Atlanta Division of said district and the records do not reveal the filing of a criminal indictment or information charging an offense against the United States of America by MICHAEL LEE WATERS within ten (10) years immediately preceding the date of this certificate.

In testimony whereof, I have hereunto set my hand and have affixed the seal of said Court, at Atlanta, Georgia, this 13th day of June, 2023.

KEVIN P. WEIMER
DISTRICT COURT EXECUTIVE
CLERK OF COURT

By: 
Deputy Clerk

THE LAW OFFICE OF
GARY BUNCH, P.C.

208 Corporate Drive
Carrollton, Georgia 30117

(770) 836-0405
Fax: (770) 836-1110
E-mail: pc257@bellsouth.net

July 10, 2023

By: E-mail

Shada Esprit
City of South Fulton, Georgia

Re: Tom Waters d/b/a Peaches/Club Wax's alcohol license

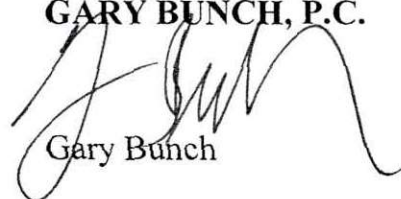
Dear Ms. Esprit:

Thank you for assisting us in getting the information needed for Tom Waters d/b/a Peaches/Club's alcohol license. As we have stated, Tom Waters d/b/a Peaches/Club Wax operates as a sole proprietorship and therefore is not required to file a business registration. We believe we have submitted all the needed information to obtain the alcohol license. If we are incorrect, please advise.

With best regards.

Sincerely,

GARY BUNCH, P.C.



Gary Bunch

GB/ch



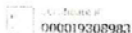
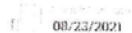
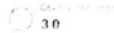
CERTIFICATE OF COMPLETION

This certifies that

Mike Waters

has successfully completed the course

Learn2Serve On-Premises Alcohol Seller-Server



A handwritten signature in black ink, appearing to read 'Sam H. McLeod'.

Official Signature

©2019 Pearson Education, Inc. All rights reserved. This document is the property of Pearson Education, Inc. and may not be reproduced without written permission.



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336

Phone: (470) 809-7300

Keith Meadows

Chief of Police

Safety Plan Assistance Sheet

This form was designed to be used as an outline to aid in the creation of a suitable Security Plan when applying for an Alcohol Beverage License. This outline provides a general idea of the minimum concerns that should be addressed, but applicants are encouraged to provide as much detail as possible. It should be noted that not all concerns listed apply to all businesses. Security Plans should be typed. **Applicants should also type out the question they are answering AND answer the question using complete sentences.** Upon review of the Security Plan by SFPD, applicants may be asked to provide additional information (in writing) before the Security Plan can be approved.

Please provide your name, establishment address and date on the Security Plan when submitted.

1. **Identification of days and hours of operation:** What days of the week is your business open?
For each day what time is your business open and close?
2. **Identification of any parking areas owned or controlled by establishments:** Where do your customers/patrons park when they're at your establishment?
3. **Specific measures and procedures to address crowd management both inside and outside the premise:** How do you make sure crowds inside your establishment remain orderly? How do you ensure crowds outside (i.e. lines, smokers, etc.) your establishment remain orderly?
 - a. Do you have No Loitering signs, if so how many, where?
4. **Means of controlling access to the premises and parking area:** How does your establishment control who comes in and out of your establishment? How do you control who uses your parking areas if it's private parking?
 - a. Examples would be cameras, law enforcement/security guards, signs, or gates.
5. **Security Staffing:** Do you use Licensed Security Guards? If so, how many? How often on premises? Are they trained "in house" or by a company? If they were trained by a company, please provide the name (s) and name of company. Do you employ Off-Duty SFPD officers? If so, how many and how often?
6. **Measures used to combat underage consumption of alcoholic beverages:** What do you/your employees do to ensure that individuals under the age of 21 are not allowed to purchase/consume alcoholic beverages at your establishment?
 - a. Clearly state how you card customers. Do you have servers calculate the age by doing the math in their head? **OR**
 - b. Do you have a scanner where you scan the ID and it tells the employee the age of the customer? **OR**
 - c. Do you enter the date of birth in a point of sale and it tells the employee the age of the customer?
7. **Measures used to distinguish between patrons who are over and under the age of 21, where applicable:** Does your establishment allow individuals under the age of 21 to enter? If so, how do you identify people who are 21 and over from those who are under 21 years of age?
 - a. Clearly indicate if you issue wrist bands/hand stamps or card customers every time they order a beverage. Is there another type of measure taken to prevent underage sales?
8. **Do you have operable cameras?** If so, how many inside the location? How many outside the location?
9. **Discuss matters related to managing emergencies, such as fires, evacuation tactics, assignment of employee duties during emergencies, and coordination with public safety:** In the event of an emergency how is your staff trained to evacuate patrons? How does your establishment contact/work with police and EMS during an emergency?

Security Plan

May 18, 2023

Tom Waters d/b/a Peaches/Club Wax
4375 Commerce Drive, SW, Atlanta, GA

1) Identification of days and hours of operation:

Club Wax is open Monday-Saturday from 11 am to 2:45 am.

Club Wax is open Sunday from 12 pm to 2:45 am.

2) Identification of any parking areas owned or controlled by establishment:

Club Wax has approximately 90 parking spaces that are rented to a parking company to maintain and provide security from cars parked from 5 pm to 3:15 am everyday. There are two parking attendants on duty Friday and Saturday from 5 pm to 3:15 am.

3) Specific measures and procedures to address crowd management both inside and outside the premise:

Club Wax has private outside security for front of Club. There are 2 personnel who perform pat downs and make sure no loitering exists from 8 pm to 4 am.

4) Means of controlling access to the premises and parking area:

When patrons arrive at Club Wax they are greeted by parking attendants. Club Wax is the only business operating at that location.

5) Security Staffing:

14k Security is the private company that Club Wax has hired. They provide 2-3 staff per shift (8 pm - 4 am). Club Wax's contact person at 14k is Roz, whose phone number is 678-542-4080.

- 6) Measures used to combat underage consumption of alcoholic beverages:

No person under 21 years of age is allowed in the Club. ID's are required and checked by staff. The Club only accepts hard copies of driver's license, military IDs and state IDs. No paper copies of any identification is accepted.

- 7) Measures used to distinguish between patrons who are over and under the age of 21:

You must be 21 years of age to enter the Club, no exceptions regardless of who you are with including parents.

- 8) Do you have operable cameras:

Club Wax has approximately 16 cameras inside the building and 6 cameras outside the building.

- 9) Discuss matters related to managing emergencies, such as fires, evacuation tactics, assignment of employee duties during emergencies, and coordination with public safety:

Staff is trained and knows how to evacuate customers in case of fire. In case of any emergency such as fire or security breach, managers on duty immediately call 911 and follow directions given by the 911 operator.



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336
Phone: (470) 809-7300

Keith Meadows
Chief of Police

Mike Waters
Licensee Print Name


Licensee Signature

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 5:05 p.m. Fannies Inc., dba Fannies Cabaret seeks an alcohol license for the consumption sales of wine, beer and distilled beverages at 4401-C Fulton Industrial Blvd, Atlanta, Ga. 30336.

DATE: September 26, 2023

SUBJECT: 5:05 p.m. Fannies Inc., dba Fannies Cabaret seeks an alcohol license for the consumption sales of wine, beer and distilled beverages at 4401-C Fulton Industrial Blvd, Atlanta, Ga. 30336.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Fannies September 12 2023 Work Session Packet_Redacted (1)	Cover Memo	9/22/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager



REVIEW AND APPROVAL ROUTING SHEET

This routing sheet has been developed to ensure that all appropriate Senior Management Team members have thoroughly reviewed, approved, and signed off on all official documents in their respective service areas prior to the City Manager's receipt for final approval and signature, as needed. Items should be routed in the following order: 1.) Originating Division and other applicable Divisions; 2.) Finance Director; 3.) Assistant City Manager; and 4.) City Manager.

Parties Consulted:

Initials

Date

☐ **City Attorney/General Counsel**

Legal issues have been addressed

☐ **Assistant City Manager**

Complies with operational processes and guidelines.

☐ **Finance Director**

Funds are available and complies with fiscal guidelines.

Dominic Ochoi

Dominic Ochoi (Aug 24, 2023 22:43 EDT)

Aug 24, 2023

☐ **Information Technology Director**

When Information Technology issues are involved

☐ **Program & Performance Manager**

Complies with Division/programmatic processes

☐ **Communications Director**

Complies with Division/programmatic processes

☐ **Parks & Recreation Director**

Complies with Division/programmatic processes

☐ **Destination South Fulton Director**

Complies with Division/programmatic processes

☐ **DCDRA Director**

Complies with Division/programmatic processes

Reginald B. McCandless

Aug 24, 2023

☐ **Human Resources Director**

Complies with HR policies and procedures: positions are budgeted

☐ **Public Safety**

Complies with Division/programmatic processes. Specify Fire or Police

Keith Meadows

Keith Meadows (Aug 24, 2023 15:35 EDT)

Chad C. Jones

Chad C. Jones (Aug 24, 2023 15:38 EDT)

Aug 24, 2023

Aug 24, 2023

☐ **Public Works Director**

Complies with Division/programmatic processes

☐ **Other (Clerk's Office, Municipal Court, etc.)**

Complies with Division/programmatic processes. Specify Area

Paul Muhammad

Paul Muhammad (Aug 24, 2023 16:10 EDT)

Aug 24, 2023

☐ **Other (Clerk's Office, Municipal Court, etc.)**

Complies with Division/programmatic processes. Specify Area

City Manager's Decision: ☒ Approved ☐ Disapproved ☐

In this section, the City Manager will sign to indicate approval of the recommended option or will provide comments to indicate pursuit of an alternate course of action.

City Manager's Comments:

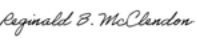
City Manager's Signature

Date

5440 Fulton Industrial Blvd., SW • South Fulton, GA 30336 • Office: 470.809.7700

City of South Fulton Agenda Item Summary



City Council Meeting Date 9/12/2023		
Requesting Department Police Department		Council District(s) Affected District 1
Requested Action Approval to get on City Council Agenda for September 12, 2023 to have a public hearing and for council to vote on the request for an alcohol license for Fannies Inc., dba Fannies Cabaret for an alcohol license for the consumption sales of wine, beer and distilled beverages at 4401-C Fulton Industrial Blvd, Atlanta, Ga. 30336.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Pursuant to Title 16, Section-16-2020(d), Staff recommends City Council to deny the application.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The applicant for Fannies Inc., dba Fannies Cabaret has applied for an alcohol license for the consumption sales of wine, beer and distilled beverages at 4401-C Fulton Industrial Blvd, Atlanta, Ga. 30336. This request is do to an existing business that was licensed under Fulton County when the Fulton Industrial Boulevard corridor was annexed into the City in 2021. All applicable fees and inspections have been paid and passed.		
Funding Source (if applicable)		
Financial Impact (if applicable) Revenue \$5,935 with estimated annual revenue of \$5,150		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒		
Department Director Approval  Keith Meadows (Aug 24, 2023 15:35 EDT)  Chad C Jones (Aug 24, 2023 15:38 EDT)  Reginald B. McClendon  Paul Muhammad (Aug 24, 2023 16:10 EDT)		Finance Director Approval  Dominic Ochei (Aug 24, 2023 22:43 EDT)
Assistant City Manager Approval	City Attorney Approval	City Manager Approval

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON SUBADAN
INTERIM CITY MANAGER

MEMORANDUM

TO: City of South Fulton Mayor & Council

FROM: Keith Meadows, Chief of Police 
KM

DATE: August 8, 2023

SUBJECT: Request by Fannies Inc.
Alcohol License for the consumption sales of wine, beer, and
distilled beverages at 4401-C Fulton Industrial Blvd, Atlanta, Ga
30336

The applicant up for Fannies Inc. dba Fannies Cabaret seeks an alcohol license for the consumption sales of wine, beer, and distilled beverages at 4401-C Fulton Industrial Blvd, Atlanta, Ga 30336. This application is for an existing business. All applicable fees related to obtaining an alcohol license have been paid.

The application and/or location has been reviewed/inspected and approved by the following: City of South Fulton Police, Fire Department, Code Enforcement, Zoning Department, Business Licensing, and the Fulton County Board of Education.

CHIEF OF POLICE RECOMMENDATION: DENY

APPLICATION INFORMATION

Applicant Information	Fannies Cabaret 4401-C Fulton Industrial Blvd Atlanta, Ga 30336
City Council District	1
Parcel ID Number	14F0052LL0805
Square Footage	
Existing zoning	M-Heavy Industrial
Current/Past Use of the Property	Sexual Oriented Business
History	This property operates as a Sexual Oriented Business/Adult Entertainment Business.

Cc: Corey Adams, City Clerk

5440 Fulton Industrial Blvd., SW • South Fulton, GA 30336 • Office: 470.809.7700



INTER-OFFICE MEMORANDUM

DATE: August 8, 2023
TO: Chief K. Meadows
FROM: Jacquelyn J. Bell

SUBJECT: Staff Recommendation -Fannies Cabaret

The applicant for Fannies Cabaret seeks an alcohol license for the consumption sales of wine, beer, and distilled beverages at **4401-C Fulton Industrial Blvd, Atlanta, GA 30336**. All applicable fees have been paid related to the alcohol license.

Inspections Type	Completed	Pending	Results
Police Criminal Background	Yes		Passed
Police Call History	Yes		Passed
Code Enforcement	Yes		Passed
Fire Inspection	Yes		Passed
Zoning Dept.	Yes		Passed
Business License	Yes		Passed
F.C. School Board	Yes		Passed
F.C. Health Dept.	Yes		Passed

Application Information

Applicant: Fannies Inc./ Andrew Cargill
Business Address 4401-C Fulton Industrial Blvd, Atlanta, GA 30336
District(s): 1
Parcel ID Number: **14F0052LL0805**
Existing Zoning: M-2 Heavy Industrial
Current/Past Use of the Property: Sexual Oriented Business
History: This request serves as the applicants first request. The applicant has a current business license with the City of South Fulton applying for a new license.

Staff Recommendation: _____ **There is no legal reason why this license should not be granted.**

_____X_____ **The applicant does not meet the legal requirements.**

According to City Code of Ordinance Sec. 12-1016. - Prohibited conduct. (d) No person shall possess, use, or consume alcoholic beverages on the premises of a sexually oriented business after January 2, 2019

Staff Name and Signature: Shada Esprit

Police Chief Recommendation: _____ **Approval** ☐ **Denial**

Signature:  _____
Keith Meadows (Aug 24, 2023 15:35 EDT)

cc: Chief Keith Meadows
File

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

PERSONAL STATEMENT

INSTRUCTIONS: This personal statement must be executed, under oath, by all owner/licensee/agent and corporate officers or major stakeholders of the business/organization with 20% or more of interest in the business and the manager of any place of business applying for a license from the City of South Fulton to sell or deal in alcoholic beverages. Each question must be fully answered. If the space provided is not enough, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached.

Applicant Name in FULL (Please Print) Andrew Wylie Cargill
Home Address: [REDACTED]
Business Address: 4401-C Fulton Industrial Blvd. Atlanta, GA 30336
Place of Birth: [REDACTED] USA Date of Birth: [REDACTED] Age: 47
(City, State, Country) (Day, Month, Year)
Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eye Color: Blue U.S. Citizen yes By Birth yes
Hair Color: Blonde Social Security Number: [REDACTED] Driver License Number: [REDACTED] State Issued by: GA

Have you been convicted of any federal, foreign, and/or state laws, and/or city ordinances? if so, explain below:

NO, other than minor traffic

List names and addresses of employers for the past three (3) years: Fangies, Inc.
4401-C Fulton Industrial Blvd.

Single ☐ Married ☒ Widowed ☐ Divorced ☐ Separated ☐
(If married, divorced or widowed, complete the below requested information on spouse).

Christian Lynn Cargill (Williams, Rickman) [REDACTED]
Full name of spouse / (Maiden Name) DOB

I, the undersigned, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Personal Statement and in any and all documents provided in support of this application are true and accurate. I further understand that any false statements provided by me or my representatives as part of this application, beyond any legal penalties, will result in the denial of the subject application.

Andrew Cargill [Signature] 5/12/27
Applicant's Printed Name Applicant's Signature Date of Application

I hereby certify that Andrew Cargill signed her/his name to the foregoing application stating to me that he/she knew and understood all statements and information contained therein and, under oath actually administered by me, has sworn that said statements and information are true and correct.

This 12th day of May, 2023.
Notary Public Signature: [Signature] (AFFIX SEAL)

Notary Printed Name: Irvin Castro
Notary Public



RESIDENCE DETERMINATION FORM

Certificate of Residence
For Retail Package Distilled Spirits Applicants Only

State of Georgia, _____ County
I, _____ Judge of the probate Court, for _____
County, Georgia, hereby certify that _____ is now and has been a Bona Fide Resident
of the state of Georgia for one year, and in the county of _____ for one year immediately
preceding the date of this affidavit, based upon the affidavit of applicant, and the evidence submitted therewith.
In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court this _____ day of _____,
_____, 20____.

Judge of the Probate Court

County, Georgia

Certificate of Residence
For All Other Alcoholic Beverage License Applicants

State of Georgia, _____ Fulton _____ County
I, Kenya M. Johnson _____ Judge of the probate Court, for _____ Fulton _____
County, Georgia, hereby certify that Andrew C. Agill _____ is now and has been a Bona Fide Resident of
the state of Georgia in the county of _____ Fulton _____ based upon the affidavit of applicant and the
evidence submitted therewith. In Witness Whereof, I have hereunto set my hand and affixed the seal of said
Probate Court this 12th _____ day of _____ May _____, 20____.

Judge of the Probate Court

Fulton _____
County, Georgia

COUNTY
GEORGIA

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Save Affidavit
Affidavit Verifying Status for City Public Benefit
Pursuant to O.C.G.A. § 50-36-1(e)(2)

By executing this affidavit under oath, as an applicant for a(n) alcohol license
[type of public benefit], as referenced in O.C.G.A. § 50-36-1, from City of South Fulton [name of
government entity], the undersigned applicant verifies one of the following with respect to my application for a
public benefit:

- 1) X I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and
Nationality Act with an alien number issued by the Department of Homeland
Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other
federal immigration agency is _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has
provided at least one secure and verifiable document, as required by O.C.G.A.
§ 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

Drivers License Georgia EXP: 11-1-23

In making the above representation under oath, I understand that any person who knowingly
and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit
shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by
such criminal statute.

Executed in Norcross, GA (city) GA (state)

Andrew Cargill
Signature of Applicant

Andrew Cargill
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE
ME ON THE
12 DAY OF May, 2023

[Signature]
NOTARY PUBLIC
My Commission Expires: 03/17/24

Date Revised: 1/03/2022



E-Verify Affidavit

Private Employer Affidavit Pursuant to O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Section 1.

Please check only one:

- (A) X On January 1st of the below signed year, the individual, firm, or corporation employed more than ten (10) employees.
- (B) _____ On January 1st of the below signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

*** If the employer selected Section 1(A), please fill out Section 2 below.

Section 2.

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

Fannies Inc.
Name of Private Employer

1268570
Federal Work Authorization User Identification Number

2/15/2018
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on this day 12 of May, 2023 in Norcross (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

Andrew Carrell General Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 12th DAY OF May, 2023.

NOTARY PUBLIC
My Commission Expires: 03/17/24



CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



REGISTERED AGENT DESIGNEE FORM

Registered agent means that individual, who is a resident of one of the 13 metropolitan counties (Cherokee, Clayton, Cobb, Coweta, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Paulding, and Rockdale) of Georgia and at least 21 years of age, who is designated by a Licensee/owner to receive any process, notice, or demand required or permitted by law or under this title to be served upon a licensee or owner.

The registered agent, who is designated by a licensee, must submit to a fingerprint criminal background check and complete the personal statement form. The registered agent must obtain the certificate of residency enclosed.

Name: Andrew Cargill
(Full Printed Name No Initials)

Sex: [REDACTED] Race: [REDACTED] Date of Birth: [REDACTED]

Home Address: [REDACTED]

City: Johns Creek State: GA Zip: 30022

Phone# [REDACTED]

Business Address: 4401-C Fulton Industrial Blvd.

City: Atlanta State: GA Zip: 30336

Phone# 404-696-8955

I hereby certify that I agree to serve as the "registered agent" on behalf of

Fonnie's Inc a business located at
4401-C Fulton Industrial Blvd. City of South Fulton, Georgia.

As registered agent, I agree to accept any process, notice or demand required or permitted by law or under the Alcoholic Beverage Code of the City of South Fulton, Georgia, to be served upon the licensee or owner. I understand that such service upon me will serve as legal notice upon the licensee or owner and that it is my responsibility to forward such service to the owner or licensee.

Andrew Cargill 5/12/23
SIGNATURE OF APPLICANT DATE
Andrew Cargill
PRINTED NAME OF APPLICANT

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 12th DAY OF May 20 23

NOTARY PUBLIC SIGNATURE

Irvin Castro
NOTARY PUBLIC PRINTED NAME



SECTION 1: Licensee/Agent Andrew Cargill **For the year** 2023 **Date** 5/12/2023

All applications must be typed or printed in black/blue ink. Each question must be completely and correctly answered. If the space provided is not sufficient, attach additional sheets. Applications must be signed, dated, notarized and filed with the South Fulton Police Department. All required supporting documents must be attached.

Type of License Applying For: (Check All That Apply)

☒ New License ☐ Change of Ownership ☐ New Location ☒ Other. Please Specify: Renewal from Fulton County

Please select the beverages to be sold: (Check All That Apply)

☒ BEER ☒ WINE ☒ DISTILLED SPRITS/LIQUOR

Please select ALL the categories that best describe the business for which this application is being submitted.

☐ BYOB (Wine/Malt Only) ☐ Restaurant (3% for excise taxes) ☐ Microbrewery
☐ Public Entertainment Facility ☐ Hotel / Hotel Suites ☒ Night Club / Bar / Lounge
☐ Tasting (Wine/Malt)
(3% excise tax)

Other. Please Specify _____

Additional Activities Proposed for Premises (check all that apply)

☐ Customer Dancing ☐ DJ/Live Entertainment ☒ Adult Entertainment/Sexually Oriented Business

If a Private Club: (1) Submit the salaries and other benefits received by each officer, trustee and employee; (2) Attach A copy of 501(c) Internal Revenue Code tax exempt documentation; (3) Attach membership application and copy of member list.

1. Is applicant: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ LLC ☐ Private Club

2. Legal Name of Business: Fannies Inc.

Operating/Trade Name of Business Fannies Cabaret

Has location had an alcohol license within the last 12 months? ☒ Yes ☐ No

3. Business Address: 4401-C Fulton Industrial Blvd. Atlanta, GA 30336 Council District: 1
(Street Address, City, State Zip)

4. Billing Address: 4401-C Fulton Industrial Blvd. Atlanta, GA 30336

5. Proposed Location Zoned: Commercial

6. A. Distance from closest private residence in any direction: over 1000ft.
B. Distance from closest college campus or school ground: over 1000ft
C. Distance from closest branch of any South Fulton Public library: over 1000ft
D. Distance from closest church or place of worship: over 1000ft
E. Distance from a sexually oriented business: over 1000ft
F. Distance from closest regular school bus stop as designated by
Fulton County Board of Education for pick-up or drop-off of
school children in transport to the public schools of City of South Fulton. over 1000ft

SECTION 2:

1. Full name of Applicant (Company/Corporation) Fannies Inc.
2. Full name of Licensee: Andrew Cargill
- Licensee Social Security Number: [REDACTED]
- Date of Birth and Place of Birth: [REDACTED]
- Citizen of the USA? ☒ Yes ☐ No Alien Number: _____
- Resident of Georgia? ☒ Yes ☐ No Years 43 County Fulton
- Home Address: [REDACTED]
- Johns Creek GA 30022
City State Zip Code
- Telephone Number: Home: ([REDACTED]) Business: ()
- Email Address: [REDACTED]
- Hours said Licensee will actively be on the premise: M-F 11-8
- List duties of Licensee: General management, alcohol ordering, inventory, staffing

3. Full Name of Spouse, Including Maiden Name: Christian Lynn Cargill (Williams, Rickman)
- Date of Birth and Place of Birth: 05/22/1975 Lexington, KY
- Hours Spouse on Premises: 0

4. Licensee's Business interest(s), occupation(s) and employment for the past ten (10) years

COMPANY	ADDRESS (CITY & STATE)	POSITION	DATES
Fannies Inc.	Atlanta, Georgia	General Manager	2010-present
CAC-Tech LLC	Johns Creek, GA	Software supervisor	2020-present
Valhalla Performance LLC	Johns Creek, GA	Owner	2019- present
ACE-FCE LLC	Peachtree Corners, GA	Managing Director	2019-present

5. Does Licensee or any Partner(s), Corporation Officer, Principal Shareholder(s), Trustee(s) or Spouse have, within the preceding ten (10) years, any conviction for the violation of any federal, state or Local laws, Ordinances or Regulations, or does said person have current proceeding for violation of any Federal, State or Local laws, ordinances or regulations? ☐ Yes ☒ No other than minor traffic offenses
6. For the purpose of this question, the term – conviction shall include an adjudication of guilt, a plea of guilty, a plea of nolo contendere, the forfeiture of a bond or adjudication by pre-trial intervention.

PERSON CHARGED	DATE	OFFENSE	LOCATION	DISPOSITION

7. Does Licensee or any member of the Partnership, Corporation or Stockholder currently hold an Alcohol license in the state of Georgia (including a work/server/pour permit)? ☒ Yes ☐ No
8. Has Licensee or any member of the Partnership or Corporation or Stockholder ever applied for an Alcoholic Beverage license (or work/server/pour permit) and been denied, suspended, or revoked? ☒ No ☐ Yes
If yes check which type ☐ denied ☐ suspended ☐ revoked

If yes, please check appropriate status above and explain _____

9. Full Name of Manager: Andrew Wylie Cargill
- Social Security Number of Manager: [REDACTED]
- Date of Birth and Place of Birth: [REDACTED]
- Home Address: [REDACTED] Johns Creek, GA 30022
- Telephone Number: Home: ([REDACTED]) Business: ()
- E-mail Address: [REDACTED]

10. Hours said manager will be on the premise: M-F 11-8
11. What is the manager's business experience? managing bars since 1999
12. Has the manager worked in this or a similar capacity? ☒ Yes ☐ No
If yes, explain: Managed Fannies since 2004

FINANCIAL BACKGROUND INFORMATION

13. Applicant's full name (Company/Corporation) Fannies Inc.
- If a Corporation, Date of Incorporation: 1/31/1984 Taxpayer Id# 060-909855

14. If a Corporation, indicate the following for all Officers, members of the Board of Directors, Trustees and principal stockholders. If a Partnership, include all partners. (Complete all information requested for each person).

NAME	ADDRESS	DOB	SSN	POSITION	% INTEREST
Greg Pfifer	Kennesaw, GA 30152	[REDACTED]	[REDACTED]	Owner	25
Bill Parks	[REDACTED] St Petersburg, FL 33702	[REDACTED]	[REDACTED]	Owner	25
Rob Ohayon	[REDACTED] Alpharetta, GA 30022	[REDACTED]	[REDACTED]	Owner	25

If operating as a partnership, submit a copy of all partnership agreements. If corporation, attach a copy of all Articles of Incorporation, By-laws and amendments thereto.

15. State the amount and source of funds that have or will be invested by each individual who has an interest in the business. If a Corporation or Partnership, list each individual separately.

NAME	AMOUNT INVESTED	SOURCE OF FUNDS	DATES
Fannies Inc	no new investment/existing business	Existing business	since 1984

16. Bank accounts and assets in the name of licensee/agent and/or maintained by the licensee/agent, whether individual, partnership or corporation.

TYPE	BANK	CITY & STATE	LAST 6 OF ACCOUNT#	AMOUNT
Checking	Wells Fargo	Johns Creek, GA	335101	
Checking	First Citizens Bank	Johns Creek, GA	4696	

17. Has Licensee/Agent, Spouse or any person having an interest in the business received, directly or indirectly, any financial aid or assistance, to include land, fixtures, equipment, etc., from any manufacturer or wholesaler of alcoholic beverages? ☐ Yes ☒ No If yes, please specify.

NAME	ADDRESS	AMOUNT/ITEM	DATE

18. List any other individual(s) or firm(s) owning any interest in or receiving any funds from the operation of the business or on the premises. This includes cigarette machines, game machines, billiard tables vendors, etc.

HYTEK Amusements Inc.

19. List any financial interest or ownership which Licensee/Agent or any member of the partnership or corporation or stockholder presently has in any other alcoholic beverage license in the state of Georgia.

NAME	NAME AND ADDRESS OF PREMISES	POSITION	% OF INTEREST
Rick Pepper	Canton Icehouse	owner	30
Mike Fulton			30
Rob Ohayon	Canton Icehouse	owner	15
Greg Pfifer			15
Tim Edison	Canton Icehouse	owner	10

20. List all assets which will be used or converted for use as an investment in the business and/or all sources of funding used to capitalize and/or operate the Business. _____
Business existing since 1984 _____

LICENSED PREMISES

21. Do you own the property where the business is located? ☐ Yes ☒ No
If yes:
Date of Purchase _____ Purchase Price _____
Name of Seller: _____
22. If property is rented/leased provide owner's name and address:
Townsend & Ghegan _____
Amount of rent/lease:
Monthly \$8404.96 Annually _____ Other (specify) _____
(Submit copy of signed lease agreement, deed, sublease, etc.)
23. Has a license at this location ever been denied, suspended, or revoked? ☒ No ☐ Yes
☐ denied, ☐ suspended or ☐ revoked
If yes, check the appropriate status above and explain: _____
24. Is business located in a hotel or motel? ☐ Yes ☒ No
If yes, name of Hotel or Motel _____
25. If the business is to be operated as a department inside of premises where another business is operating, give details of the existing business. _____
Not applicable _____
26. What will be your business/operating hours? 11:30am - 3:00am
27. Where will your trash receptacle be located? Beside the building in privacy fence
28. What arrangements have you made for trash removal? Waste Management
29. How often will you clean your property? Multiple times per day
30. What is your plan for sanitation (clean water and sewage disposal) on the premises? _____
Already have water and sewage through city of Atlanta
31. What is your plan for unlawful conduct on the premises? _____
Continue to discourage unlawful conduct and remove any offender from the premises.
32. What is your plan for fire prevention on the premises? _____
Already worked with COSF FD to ensure fire code is adhered to.

33. What type of security do you plan to have? We believe early intervention is the most effective means of preventing security issues by engaging customers and preventing situations that could arise. Additionally, we will use Revolution Security company
34. Do you offer your employees training with respect to items covered by the alcohol code? ☒ Yes ☐ No
If **yes**, what type of training and how do you plan to prevent the selling to and consumption by underage consumers of alcohol and tobacco products on your premises? We use the TIPS alcohol training program
35. What type of buffering do you have, or will you provide to alleviate the effects of noise, lighting, odors, traffic or other nuisances on surrounding properties?
We have operated since 1984 with no issues but will continue to keep our business contained to our building.
36. What plans do you have to prevent un-permitted vending on your property?
We don't allow any vendors on our property.
37. Describe the traffic and pedestrian ingress and egress to/from the property and to/from any existing or proposed structure on the property. Defined entrance and exits to and from our parking lot with no changes in decades.

38. Seating Capacity: ☐ Restaurant ☒ Bar 147 ☐ Other _____
☐ Brewpub ☐ Brewery _____
☐ Lounge ☐ Winery _____
☐ Private ☐ Nightclub _____

39. Describe kitchen Facilities: none

List number of Employees: 0 Cooks 6+ Waiters/Waitress 15 Other employees 10+ Alcohol Servers

A copy of your menu must be included with this application.

40. Is business air conditioned? ☒ Yes ☐ No
41. Will you have live entertainment? ☒ Yes ☐ No
42. What percentage of revenues do you expect to come from food sales? 20% from alcohol? 50%
43. What is the total square footage of the licensed premises? a pprox .30 0 0
44. How many parking spaces are you **required** to have? 30
Does the location have on-site parking? ☒ Yes ☐ No How many spaces? 60
If no or if parking is insufficient, what arrangements have you made for parking? _____



South Fulton Police Department
License & Permit Unit
5539 Old National Highway
College Park, GA 30349
FINANCIAL AFFIDAVIT
(Please type or print)



This form must be completed by individuals with ownership and/or investment interest in the business, whether direct or indirect. This form may be required of others at the discretion of the Police Department as provided under COSF Title 16 **EACH QUESTION MUST BE FULLY ANSWERED.** If additional space is required, attach an additional sheet of paper.

1	LAST NAME CARGILL	FIRST NAME ANDREW	MI W	SOCIAL SECURITY NO. [REDACTED]																																														
2	HOME ADDRESS (Actual/Physical location of business - Do Not Use P.O. Box) [REDACTED]																																																	
2	CITY JOHNS CREEK	STATE GA	ZIP + 4 30022	DAY CONTACT NUMBER [REDACTED]																																														
3	LEGAL BUSINESS NAME Fannies Inc		TRADE/DBA NAME Fannies Cabaret																																															
3	TOTAL AMOUNT OF MONEY YOU HAVE INVESTED [REDACTED]		% OF OWNERSHIP INTEREST 0																																															
FINANCIAL INVESTMENT (You <u>may</u> be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.)																																																		
<table border="1"><thead><tr><th colspan="2">TYPE</th><th rowspan="2">SOURCE(S)</th><th rowspan="2">AMOUNT</th><th colspan="2">DOCUMENTATION</th></tr><tr><th>LOAN</th><th>PERSONAL</th><th>YES</th><th>NO</th></tr></thead><tbody><tr><td>☐</td><td>☐</td><td></td><td></td><td>☐</td><td>☐</td></tr><tr><td>☐</td><td>☐</td><td></td><td></td><td>☐</td><td>☐</td></tr><tr><td>☐</td><td>☐</td><td></td><td></td><td>☐</td><td>☐</td></tr><tr><td>☐</td><td>☐</td><td></td><td></td><td>☐</td><td>☐</td></tr><tr><td>☐</td><td>☐</td><td></td><td></td><td>☐</td><td>☐</td></tr><tr><td>☐</td><td>☐</td><td></td><td></td><td>☐</td><td>☐</td></tr></tbody></table>					TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION		LOAN	PERSONAL	YES	NO	☐	☐			☐	☐	☐	☐			☐	☐	☐	☐			☐	☐	☐	☐			☐	☐	☐	☐			☐	☐	☐	☐			☐	☐
TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION																																														
LOAN	PERSONAL			YES	NO																																													
☐	☐			☐	☐																																													
☐	☐			☐	☐																																													
☐	☐			☐	☐																																													
☐	☐			☐	☐																																													
☐	☐			☐	☐																																													
☐	☐			☐	☐																																													

SIGNATURE SECTION

BEFORE SIGNING THIS STATEMENT, CHECK ALL ANSWERS AND EXPLANATIONS TO SEE THAT YOU HAVE ANSWERED ALL QUESTIONS FULLY, COMPLETELY AND CORRECTLY. THIS STATEMENT IS TO BE EXECUTED UNDER OATH AND SUBJECT TO THE PENALTIES OF FALSE SWEARING, AND IT INCLUDES ALL ATTACHED SHEETS HERewith. STAMPED SIGNATURE IS NOT ACCEPTABLE.

I, **Andrew Cargill** DO SOLEMNLY SWEAR, SUBJECT TO THE PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.

[Signature]
Signature

I HEREBY CERTIFY THAT **Andrew W. Cargill** SIGNED (HIS/HER NAME TO THE FOREGOING AFFIDAVIT AFTER PUTTING TO ME UNDER OATH ADMINISTERED BY ME, THAT ALL STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS **18** DAY OF **February** 20**23**

ALICIA LAKINS
NOTARY PUBLIC
WINNETT COUNTY, GEORGIA
MARCH 02, 2025

[Signature]
NOTARY PUBLIC

Date Revised: 5/25/2022

18



South Fulton Police Department
License & Permit Unit
5539 Old National Highway
College Park, GA 30349
FINANCIAL AFFIDAVIT
(Please type or print)



This form must be completed by individuals with ownership and/or investment interest in the business, whether direct or indirect. This form may be required of others at the discretion of the Police Department as provided under COSF Title 16 **EACH QUESTION MUST BE FULLY ANSWERED.** If additional space is required, attach an additional sheet of paper.

1	LAST NAME EIDSON	FIRST TIMOTHY	MI K	SOCIAL SECURITY NO [REDACTED]	
2	HOME ADDRESS (Actual Physical Location of Residence; Do Not Use P.O. Box) [REDACTED]				
	CITY SAN ANTONIO	STATE TX	ZIP + 4 79259-0000	DAY CONTACT NUMBER [REDACTED]	
3	LEGAL BUSINESS NAME FANNIES INC		TRADE / DBA NAME FANNIES CABARET		
	TOTAL AMOUNT OF MONEY YOU HAVE INVESTED [REDACTED]		% OF OWNERSHIP INTEREST 5		
FINANCIAL INVESTMENT (You may be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.)					
TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION	
LOAN	PERSONAL			YES	NO
☐	☒	CHECKING	[REDACTED]	☐	☐
☐	☐			☐	☐
☒	☐	PERSONAL NOTE	[REDACTED]	☐	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐

SIGNATURE SECTION

BEFORE SIGNING THIS STATEMENT, CHECK ALL ANSWERS AND EXPLANATIONS TO SEE THAT YOU HAVE ANSWERED ALL QUESTIONS FULLY, COMPLETELY AND CORRECTLY. THIS STATEMENT IS TO BE EXECUTED UNDER OATH AND SUBJECT TO THE PENALTIES OF FALSE SWEARING, AND IT INCLUDES ALL ATTACHED SHEETS HERewith. STAMPED SIGNATURE IS NOT ACCEPTABLE.

I, **TIMOTHY K EIDSON** DO SOLEMNLY SWEAR, SUBJECT TO THE

PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.

[Signature]
Signature

I HEREBY CERTIFY THAT **Timothy Eidson** SIGNED HIS/HER NAME TO THE FORGOING AFFIDAVIT AFTER **DEBBIE STEWART** WITH ADMINISTERED BY ME, THAT ALL STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS **16th** DAY OF **May** 2023. **Debbie Stewart-Cox**
NOTARY PUBLIC



Date Revised: 5/25/2021

18



South Fulton Police Department
License & Permit Unit
5539 Old National Highway
College Park, GA 30349
FINANCIAL AFFIDAVIT
(Please type or print)



This form must be completed by individuals with ownership and/or investment interest in the business, whether direct or indirect. This form may be required of others at the discretion of the Police Department as provided under COSF Title 16 **EACH QUESTION MUST BE FULLY ANSWERED.** If additional space is required, attach an additional sheet of paper.

1	LAST NAME PARKS, Jr.	FIRST WILLIAM	MI H.	SOCIAL SECURITY NO. [REDACTED]																																														
2	HOME ADDRESS (Actual Physical Location of Residence; Do Not Use P.O. Box) [REDACTED]																																																	
	CITY ST. PETERSBURG, FL	STATE FL	ZIP + 4 33702	DAY CONTACT NUMBER [REDACTED]																																														
3	LEGAL BUSINESS NAME FANNIE'S, Inc.		TRADE / DBA NAME FANNIES CABARET																																															
	TOTAL AMOUNT OF MONEY YOU HAVE INVESTED [REDACTED]		% OF OWNERSHIP INTEREST 25%																																															
FINANCIAL INVESTMENT (You <u>may</u> be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.)																																																		
<table border="1"> <thead> <tr> <th colspan="2">TYPE</th> <th rowspan="2">SOURCE(S)</th> <th rowspan="2">AMOUNT</th> <th colspan="2">DOCUMENTATION</th> </tr> <tr> <th>LOAN</th> <th>PERSONAL</th> <th>YES</th> <th>NO</th> </tr> </thead> <tbody> <tr> <td>☒</td> <td>☐</td> <td>STOCK PURCHASE AGREEMENT</td> <td>[REDACTED]</td> <td>☒</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>☐</td> <td>AND OWNER FINANCING</td> <td></td> <td>☐</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>☐</td> <td>AGREEMENT DATED 06-19-1992,</td> <td></td> <td>☐</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>☐</td> <td>FROM FANNIE'S, INC. AND TRUSTEE</td> <td></td> <td>☐</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>☐</td> <td>STEVEN M. YOUNGELSON.</td> <td></td> <td>☐</td> <td>☐</td> </tr> <tr> <td>☐</td> <td>☐</td> <td></td> <td></td> <td>☐</td> <td>☐</td> </tr> </tbody> </table>					TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION		LOAN	PERSONAL	YES	NO	☒	☐	STOCK PURCHASE AGREEMENT	[REDACTED]	☒	☐	☐	☐	AND OWNER FINANCING		☐	☐	☐	☐	AGREEMENT DATED 06-19-1992,		☐	☐	☐	☐	FROM FANNIE'S, INC. AND TRUSTEE		☐	☐	☐	☐	STEVEN M. YOUNGELSON.		☐	☐	☐	☐			☐	☐
TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION																																														
LOAN	PERSONAL			YES	NO																																													
☒	☐	STOCK PURCHASE AGREEMENT	[REDACTED]	☒	☐																																													
☐	☐	AND OWNER FINANCING		☐	☐																																													
☐	☐	AGREEMENT DATED 06-19-1992,		☐	☐																																													
☐	☐	FROM FANNIE'S, INC. AND TRUSTEE		☐	☐																																													
☐	☐	STEVEN M. YOUNGELSON.		☐	☐																																													
☐	☐			☐	☐																																													

SIGNATURE SECTION

BEFORE SIGNING THIS STATEMENT, CHECK ALL ANSWERS AND EXPLANATIONS TO SEE THAT YOU HAVE ANSWERED ALL QUESTIONS FULLY, COMPLETELY AND CORRECTLY. THIS STATEMENT IS TO BE EXECUTED UNDER OATH AND SUBJECT TO THE PENALTIES OF FALSE SWEARING, AND IT INCLUDES ALL ATTACHED SHEETS HERewith. STAMPED SIGNATURE IS NOT ACCEPTABLE.

I, **WILLIAM H. PARKS, Jr.** DO SOLEMNLY SWEAR, SUBJECT TO THE

PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.

William H. Parks, Jr.
Signature

I HEREBY CERTIFY THAT **William H. Parks, Jr.** SIGNED HIS/HER NAME TO THE FORGOING AFFIDAVIT AFTER STATING TO ME UNDER OATH ADMINISTERED BY ME, THAT ALL STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS **16** DAY OF **May**, **2023** *Chad Mitchell*
NOTARY PUBLIC
chad mitchell



Date Revised: 5/25/2021



South Fulton Police Department
License & Permit Unit
5539 Old National Highway
College Park, GA 30349
FINANCIAL AFFIDAVIT
(Please type or print)



This form must be completed by individuals with ownership and/or investment interest in the business, whether direct or indirect. This form may be required of others at the discretion of the Police Department as provided under COSF Title 16 **EACH QUESTION MUST BE FULLY ANSWERED.** If additional space is required, attach an additional sheet of paper.

1	LAST NAME FULTON	FIRST MICHAEL	MI W	SOCIAL SECURITY NO. [REDACTED]		
2	HOME ADDRESS (Actual Physical Location of Residence; Do Not Use P.O. Box) [REDACTED]					
	CITY WOODSTOCK	STATE GA	ZIP + 4 30189	DAY CONTACT NUMBER [REDACTED]		
3	LEGAL BUSINESS NAME FANNIES INC.		TRADE/DBA NAME FANNIES CABARET			
	TOTAL AMOUNT OF MONEY YOU HAVE INVESTED [REDACTED]		% OF OWNERSHIP INTEREST 10			
4	FINANCIAL INVESTMENT (You <u>may</u> be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.)					
	TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION	
	LOAN	PERSONAL			YES	NO
	☐	☒	SAVINGS	[REDACTED]	☐	☐
	☐	☐			☐	☐
	☒	☐	PERSONAL NOTE	[REDACTED]	☐	☐
	☐	☐			☐	☐
	☐	☐			☐	☐
	☐	☐			☐	☐

SIGNATURE SECTION

BEFORE SIGNING THIS STATEMENT, CHECK ALL ANSWERS AND EXPLANATIONS TO SEE THAT YOU HAVE ANSWERED ALL QUESTIONS FULLY, COMPLETELY AND CORRECTLY. THIS STATEMENT IS TO BE EXECUTED UNDER OATH AND SUBJECT TO THE PENALTIES OF FALSE SWEARING, AND IT INCLUDES ALL ATTACHED SHEETS HERewith. STAMPED SIGNATURE IS NOT ACCEPTABLE.

I, **MICHAEL W. FULTON** DO SOLEMNLY SWEAR, SUBJECT TO THE

PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.

Michael W. Fulton
Signature

I HEREBY CERTIFY THAT **Michael Fulton** SIGNED HIS/HER NAME TO THE FORGOING AFFIDAVIT AND STATEMENT TO ME UNDER OATH ADMINISTERED BY ME, THAT ALL STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS **16th** DAY OF MY COMMISSION EXPIRES **2023**.
Debbie Stewart-Cox
NOTARY PUBLIC



Date Revised: 5/25/2021



South Fulton Police Department
License & Permit Unit
5539 Old National Highway
College Park, GA 30349
FINANCIAL AFFIDAVIT
(Please type or print)



This form must be completed by individuals with ownership and/or investment interest in the business, whether direct or indirect. This form may be required of others at the discretion of the Police Department as provided under COSF Title 16 **EACH QUESTION MUST BE FULLY ANSWERED.** If additional space is required, attach an additional sheet of paper.

1	LAST NAME <u>Peffer</u>	FIRST <u>Rick</u>	MI <u>D</u>	SOCIAL SECURITY NO. [REDACTED]	
2	HOME ADDRESS (Actual Physical Location of Residence; Do Not Use P.O. Box) [REDACTED]				
	CITY <u>Kennesaw</u>	STATE <u>GA</u>	ZIP + 4 <u>30152</u>	DAY CONTACT NUMBER [REDACTED]	
3	LEGAL BUSINESS NAME <u>FANNIES INC</u>		TRADE / DBA NAME <u>FANNIES CABARET</u>		
	TOTAL AMOUNT OF MONEY YOU HAVE INVESTED <u>\$ [REDACTED]</u>		% OF OWNERSHIP INTEREST <u>10</u>		
FINANCIAL INVESTMENT (You may be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.)					
TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION	
LOAN	PERSONAL			YES	NO
☐	☒	<u>PERSONAL SAVINGS</u>	[REDACTED]	☐	☐
☐	☐			☐	☐
☒	☐	<u>PERSONAL NOTE</u>	[REDACTED]	☐	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐

SIGNATURE SECTION

BEFORE SIGNING THIS STATEMENT, CHECK ALL ANSWERS AND EXPLANATIONS TO SEE THAT YOU HAVE ANSWERED ALL QUESTIONS FULLY, COMPLETELY AND CORRECTLY. THIS STATEMENT IS TO BE EXECUTED UNDER OATH AND SUBJECT TO THE PENALTIES OF FALSE SWEARING, AND IT INCLUDES ALL ATTACHED SHEETS HEREWITH. STAMPED SIGNATURE IS NOT ACCEPTABLE.

I, Rick D Peffer DO SOLEMNLY SWEAR, SUBJECT TO THE

PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.

Signature

I HEREBY CERTIFY THAT
THE FORGOING AFFIDAVIT AFTER SIGNING IS UNDER OATH ADMINISTERED BY ME, THAT ALL STATEMENTS AND ANSWERS ARE
TRUE AND CORRECT.

THIS

16th

2023

SIGNED HIS/HER NAME TO

NOTARY PUBLIC

Date Revised: 5/25/2023

18





South Fulton Police Department
License & Permit Unit
5539 Old National Highway
College Park, GA 30349
FINANCIAL AFFIDAVIT
(Please type or print)



This form must be completed by individuals with ownership and/or investment interest in the business, whether direct or indirect. This form may be required of others at the discretion of the Police Department as provided under COSF Title 16 **EACH QUESTION MUST BE FULLY ANSWERED.** If additional space is required, attach an additional sheet of paper.

1	LAST NAME <u>PHIFER</u>	FIRST <u>PHILLIP</u>	MI <u>G</u>	SOCIAL SECURITY NO.	
2	HOME ADDRESS (Actual Physical Location of Residence; Do Not Use P.O. Box) <u>[REDACTED]</u>				
	CITY <u>Lincoln</u>	STATE <u>GA</u>	ZIP + 4 <u>30152-5471</u>	DAY CONTACT NUMBER <u>[REDACTED]</u>	
3	LEGAL BUSINESS NAME <u>FANNIES INC</u>		TRADE/DBA NAME <u>FANNIES CABARET</u>		
	TOTAL AMOUNT OF MONEY YOU HAVE INVESTED <u>\$ [REDACTED]</u>		% OF OWNERSHIP INTEREST <u>25</u>		
FINANCIAL INVESTMENT (You <u>may</u> be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.)					
TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION	
LOAN	PERSONAL			YES	NO
☐	☒	<u>SAVINGS</u>	<u>[REDACTED]</u>	☐	☐
☐	☐			☐	☐
☒	☐	<u>PERSONAL NOTE</u>	<u>[REDACTED]</u>	☐	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐

SIGNATURE SECTION

BEFORE SIGNING THIS STATEMENT, CHECK ALL ANSWERS AND EXPLANATIONS TO SEE THAT YOU HAVE ANSWERED ALL QUESTIONS FULLY, COMPLETELY AND CORRECTLY. THIS STATEMENT IS TO BE EXECUTED UNDER OATH AND SUBJECT TO THE PENALTIES OF FALSE SWEARING, AND IT INCLUDES ALL ATTACHED SHEETS HERewith. STAMPED SIGNATURE IS NOT ACCEPTABLE.

1. PHILLIP G PHIFER DO SOLEMNLY SWEAR, SUBJECT TO THE

PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.

[Signature]
Signature

I HEREBY CERTIFY THAT PHILLIP G PHIFER SIGNED HIS/HER NAME TO THE FORGOING AFFIDAVIT AFTER STUDYING THE SAME AND MY OATH ADMINISTERED BY ME, THAT ALL STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 16th DAY OF SEPTEMBER 2023

[Signature]
NOTARY PUBLIC

Date Revised: 5/25/2021

18



South Fulton Police Department
License & Permit Unit
5539 Old National Highway
College Park, GA 30349
FINANCIAL AFFIDAVIT
(Please type or print)



This form must be completed by individuals with ownership and/or investment interest in the business, whether direct or indirect. This form may be required of others at the discretion of the Police Department as provided under COSF Title 16. **EACH QUESTION MUST BE FULLY ANSWERED.** If additional space is required, attach an additional sheet of paper.

1	LAST NAME <u>EIDSON</u>	FIRST <u>TIMOTHY</u>	MI <u>K</u>	SOCIAL SECURITY NO. [REDACTED]	
2	HOME ADDRESS (Actual Physical Location of Residence; Do Not Use P.O. Box) [REDACTED]				
	CITY <u>SAN ANTONIO</u>	STATE <u>TX</u>	ZIP + 4 <u>78259-0000</u>	DAY CONTACT NUMBER [REDACTED]	
3	LEGAL BUSINESS NAME <u>FANNIES INC</u>		TRADE / DBA NAME <u>FANNIES CABARET</u>		
	TOTAL AMOUNT OF MONEY YOU HAVE INVESTED [REDACTED]		% OF OWNERSHIP INTEREST <u>5</u>		
FINANCIAL INVESTMENT (You may be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.)					
TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION	
LO. AN	PERSONAL			YES	NO
☐	☒	<u>CHECKING</u>	[REDACTED]	☐	☐
☐	☐			☐	☐
☒	☐	<u>PERSONAL NOTE</u>	[REDACTED]	☐	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐

SIGNATURE SECTION

BEFORE SIGNING THIS STATEMENT, CHECK ALL ANSWERS AND EXPLANATIONS TO SEE THAT YOU HAVE ANSWERED ALL QUESTIONS FULLY, COMPLETELY AND CORRECTLY. THIS STATEMENT IS TO BE EXECUTED UNDER OATH AND SUBJECT TO THE PENALTIES OF FALSE SWEARING, AND IT INCLUDES ALL ATTACHED SHEETS HERewith. STAMPED SIGNATURE IS NOT ACCEPTABLE.

I, TIMOTHY K EIDSON DO SOLEMNLY SWEAR, SUBJECT TO THE

PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.

[Signature]
Signature

I HEREBY CERTIFY THAT Timothy K Eidson SIGNED HIS/HER NAME TO THE FORGOING AFFIDAVIT AFTER EXAMINING HIM/HER WITH ADMINISTERED BY ME, THAT ALL STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 16th DAY OF May 2023.

[Signature]
NOTARY PUBLIC

Date Revised: 5/25/2021

18



South Fulton Police Department
License & Permit Unit
5539 Old National Highway
College Park, GA 30349
FINANCIAL AFFIDAVIT
(Please type or print)



This form must be completed by individuals with ownership and/or investment interest in the business, whether direct or indirect. This form may be required of others at the discretion of the Police Department as provided under COSF Title 16. **EACH QUESTION MUST BE FULLY ANSWERED.** If additional space is required, attach an additional sheet of paper.

1	LAST NAME FULTON	FIRST MICHAEL	MI W	SOCIAL SECURITY NO. [REDACTED]		
2	HOME ADDRESS (Actual Physical Location of Residence; Do Not Use P.O. Box) [REDACTED]					
	CITY WOODSTOCK	STATE GA	ZIP + 4 30189	DAY CONTACT NUMBER [REDACTED]		
3	LEGAL BUSINESS NAME FANNIES INC.		TRADE / DBA NAME FANNIES CABARET			
	TOTAL AMOUNT OF MONEY YOU HAVE INVESTED [REDACTED]		% OF OWNERSHIP INTEREST 10			
4	FINANCIAL INVESTMENT (You may be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.)					
	TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION	
	LOAN	PERSONAL			YES	NO
	☐	☒	SAVINGS	[REDACTED]	☐	☐
	☐	☐			☐	☐
	☒	☐	PERSONAL NOTE	[REDACTED]	☐	☐
	☐	☐			☐	☐
	☐	☐			☐	☐
	☐	☐			☐	☐

SIGNATURE SECTION

BEFORE SIGNING THIS STATEMENT, CHECK ALL ANSWERS AND EXPLANATIONS TO SEE THAT YOU HAVE ANSWERED ALL QUESTIONS FULLY, COMPLETELY AND CORRECTLY. THIS STATEMENT IS TO BE EXECUTED UNDER OATH AND SUBJECT TO THE PENALTIES OF FALSE SWEARING, AND IT INCLUDES ALL ATTACHED SHEETS HERewith. STAMPED SIGNATURE IS NOT ACCEPTABLE.

I, **MICHAEL W. FULTON** DO SOLEMNLY SWEAR, SUBJECT TO THE

PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.

Michael W. Fulton
Signature

I HEREBY CERTIFY THAT	<u>Michael Fulton</u>	SIGNED HIS/HER NAME TO
THE FORGOING AFFIDAVIT	AND STATE TO ME UNDER OATH ADMINISTERED BY ME, THAT ALL STATEMENTS AND ANSWERS ARE	
TRUE AND CORRECT.		
THIS	<u>16th</u> OF MY OFFICIAL TERM	<u>2023</u>
		<u>Debbie Stewart-Cox</u> NOTARY PUBLIC

Date Revised: 5/25/2022

18



South Fulton Police Department
License & Permit Unit
5539 Old National Highway
College Park, GA 30349
FINANCIAL AFFIDAVIT
(Please type or print)



This form must be completed by individuals with ownership and/or investment interest in the business, whether direct or indirect. This form may be required of others at the discretion of the Police Department as provided under COSF Title 16 **EACH QUESTION MUST BE FULLY ANSWERED.** If additional space is required, attach an additional sheet of paper.

1	LAST NAME <u>Peffer</u>	FIRST <u>Rick</u>	MI <u>D</u>	SOCIAL SECURITY NO. [REDACTED]	
2	HOME ADDRESS (Actual Physical Location of Residence; Do Not Use P.O. Box) [REDACTED]				
	CITY <u>Kennesaw</u>	STATE <u>GA</u>	ZIP + 4 <u>30152</u>	DAY CONTACT NUMBER [REDACTED]	
3	LEGAL BUSINESS NAME <u>FANNIES INC</u>		TRADE / DBA NAME <u>FANNIES CABARET</u>		
	TOTAL AMOUNT OF MONEY YOU HAVE INVESTED [REDACTED]		% OF OWNERSHIP INTEREST <u>10</u>		
FINANCIAL INVESTMENT (You may be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.)					
TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION	
LOAN	PERSONAL			YES	NO
☐	☒	<u>PERSONAL SAVINGS</u>	[REDACTED]	☐	☐
☐	☐			☐	☐
☒	☐	<u>PERSONAL NOTE</u>	[REDACTED]	☐	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐

SIGNATURE SECTION

BEFORE SIGNING THIS STATEMENT, CHECK ALL ANSWERS AND EXPLANATIONS TO SEE THAT YOU HAVE ANSWERED ALL QUESTIONS FULLY, COMPLETELY AND CORRECTLY. THIS STATEMENT IS TO BE EXECUTED UNDER OATH AND SUBJECT TO THE PENALTIES OF FALSE SWEARING, AND IT INCLUDES ALL ATTACHED SHEETS HERewith. STAMPED SIGNATURE IS NOT ACCEPTABLE.

I, Rick D Peffer DO SOLEMNLY SWEAR, SUBJECT TO THE

PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.

Rick D Peffer
Signature

I HEREBY CERTIFY THAT THE FORGOING AFFIDAVIT AFFIDAVIT WAS UNDER OATH ADMINISTERED BY ME, THAT ALL STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 16th May 2023. Debbie Stewart-Cox
NOTARY PUBLIC



Date Revised: 5/25/2019

18



South Fulton Police Department
License & Permit Unit
5539 Old National Highway
College Park, GA 30349
FINANCIAL AFFIDAVIT
(Please type or print)



This form must be completed by individuals with ownership and/or investment interest in the business, whether direct or indirect. This form may be required of others at the discretion of the Police Department as provided under COSF Title 16. **EACH QUESTION MUST BE FULLY ANSWERED.** If additional space is required, attach an additional sheet of paper.

1	LAST NAME <u>PHIFER</u>	FIRST <u>PHILLIP</u>	M <u>G</u>	SOCIAL SECURITY NO.	
2	HOME ADDRESS (Actual Physical Location of Residence; Do Not Use P.O. Box) <u>[REDACTED]</u>				
	CITY <u>Lincoln Park</u>	STATE <u>GA</u>	ZIP + 4 <u>30152-5471</u>	DAY CONTACT NUMBER <u>[REDACTED]</u>	
3	LEGAL BUSINESS NAME <u>FANNIES INC</u>	TRADE / DBA NAME <u>FANNIES CABARET</u>			
	TOTAL AMOUNT OF MONEY YOU HAVE INVESTED <u>[REDACTED]</u>		% OF OWNERSHIP INTEREST <u>25</u>		
FINANCIAL INVESTMENT (You may be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.)					
TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION	
LOAN	PERSONAL			YES	NO
☐	☒	<u>SAVINGS</u>	<u>[REDACTED]</u>	☐	☐
☐	☐			☐	☐
☒	☐	<u>PERSONAL NOTE</u>	<u>[REDACTED]</u>	☐	☐
☐	☐			☐	☐
☐	☐			☐	☐
☐	☐			☐	☐

SIGNATURE SECTION

BEFORE SIGNING THIS STATEMENT, CHECK ALL ANSWERS AND EXPLANATIONS TO SEE THAT YOU HAVE ANSWERED ALL QUESTIONS FULLY, COMPLETELY AND CORRECTLY. THIS STATEMENT IS TO BE EXECUTED UNDER OATH AND SUBJECT TO THE PENALTIES OF FALSE SWEARING, AND IT INCLUDES ALL ATTACHED SHEETS HERewith. STAMPED SIGNATURE IS NOT ACCEPTABLE.

1. PHILLIP G PHIFER DO SOLEMNLY SWEAR, SUBJECT TO THE

PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.

[Signature]
Signature

I HEREBY CERTIFY THAT Phillip G Phifer SIGNED HIS/HER NAME TO THE FORGOING AFFIDAVIT AFTER SWearing ME UNDER OATH ADMINISTERED BY ME, THAT ALL STATEMENTS AND ANSWERS ARE TRUE AND CORRECT.

THIS 16th DAY OF SEPTEMBER 2023.

[Signature]
NOTARY PUBLIC

Date Revised: 5/25/2021

18



**Criminal History Record Information Consent/Inquiry Form
ALCOHOL LICENSE**



I hereby authorize City of South Fulton Police Department to conduct an inquiry for the purpose of eligibility of my alcohol license as listed below and receive any Georgia and/or national criminal history record information as authorized by state and federal law.

Full Name (print)	<u>Andrew Wylie Cargill</u>		
Any other name used (i.e. maiden name)	<u>none</u>	Place of Birth <u>[REDACTED]</u>	
Home Address	<u>[REDACTED]</u>		
Name of Business	<u>Fannics Inc.</u>		
Address of Business	<u>4401-C Fulton Industrial Blvd Atlanta, GA 30336</u>		
Gender <u>[REDACTED]</u>	Height <u>[REDACTED]</u>	Date of Birth <u>[REDACTED]</u>	Social Security Number <u>[REDACTED]</u>
Race <u>[REDACTED]</u>	Weight <u>[REDACTED]</u>	Hair Color <u>Blonde</u>	Eye Color <u>Blue</u>

I, Andrew Cargill, give consent to the above-named entity to perform periodic criminal history background checks for the duration of my tenure as agent, licensee, or member of this establishment listed above.

I, Andrew Cargill, confirm that I have received a copy of the Privacy Act Statement, Applicant's Privacy Rights and Title 28 CFR 16.30 through 16.34. I further confirm that I have read and understand these guidelines.

[Signature]
Signature

5/12/23
Date

Date of Inquiry: 5-15-23 Time of Inquiry: 0925 Operator's Initials: TR

Purpose Code Used: (check all that apply)

☒	E- Employment
☐	J- Civilian Criminal Justice Employment (State & Ill Info Received)
☐	W- Working with Children
☐	Z- Sworn Criminal Justice Employment (State & Ill Info Received)

The inquiry resulted in the following: (check all that apply)

☒	No Criminal Record Available
☐	Criminal Record (Attached/Released)
☒	No NCIC/GCIC Warrant
☐	Possible NCIC/GCIC Warrant (List Wanting Agency Below)

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

Inv. T. Reynolds
Print Agency Designee Name and Title

5-17-23
Date

[Signature]
Agency Designee Signature



APPLICANT PRIVACY RIGHTS

As an applicant that is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history record check for a non-criminal justice purpose (such as an application for a job or license, immigration or naturalization, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- If your fingerprints/biometrics are used to conduct a FBI national criminal history check, you are provided a copy of the Privacy Act Statement that would normally appear on the FBI fingerprint card.
- If you have a criminal history record, the agency making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The agency must advise you of the procedures for changing, correcting, or updating your criminal history record as set forth in Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a Georgia or FBI criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the agency denies you the job, license or other benefit based on information in the criminal history record.
- In the event an adverse employment or licensing decision is made, you must be informed of all information pertinent to that decision to include the contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision shall be a misdemeanor [O.C.G.A. § 35-3-34(b) and §35-3-35(b)].

You have the right to expect the agency receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of state and/or federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

If the employment/licensing agency policy permits, the agency may provide you with a copy of your Georgia or FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, information regarding how to obtain a copy of your Georgia, FBI or other state criminal history may be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

If you decide to challenge the accuracy or completeness of your Georgia or FBI criminal history record, you should send your challenge to the agency that contributed the questioned information. Alternatively, you may send your challenge directly to GCIC provided the disputed arrest occurred in Georgia. Instructions to dispute the accuracy of your criminal history can be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

Print Name: Andrew Cargill
Signature: Kargill

Date: 5/18/23



PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine Uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

Print Name: Andrew Cargill
Signature: [Handwritten Signature]

Date: 5/18/23

TITLE 28 CFR 16.30 THROUGH 16.34

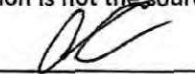
§ 16.30 Purpose and Scope

This subpart contains the regulations of the Federal Bureau of Investigation (FBI) concerning procedures to be followed when the subject of an identification record requests production of that record to review it or to obtain a change, correction, or updating of that record.

Initial: 

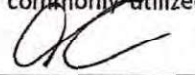
§ 16.31 — Definition of identification record

An FBI identification record, often referred to as a "rap sheet," is a listing of certain information taken from fingerprint submissions retained by the FBI in connection with arrests and, in some instances, includes information taken from fingerprints submitted in connection with federal employment, naturalization, or military service. The identification record includes the name of the agency or institution that submitted the fingerprints to the FBI. If the fingerprints concern a criminal offense, the identification record includes the date of arrest or the date the individual was received by the agency submitting the fingerprints, the arrest charge, and the disposition of the arrest if known to the FBI. All arrest data included in an identification record are obtained from fingerprint submissions, disposition reports, and other reports submitted by agencies having criminal justice responsibilities. Therefore, the FBI Criminal Justice Information Services Division is not the source of the arrest data reflected on an identification record.

Initial: 

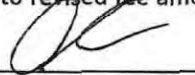
§ 16.32 — Procedure to obtain an identification record

The subject of an identification record may obtain a copy thereof by submitting a written request via the U.S. mails directly to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306. Such request must be accompanied by satisfactory proof of identity, which shall consist of name, date and place of birth and a set of rolled-in inked fingerprint impressions placed upon fingerprint cards or forms commonly utilized for applicant or law enforcement purposes by law enforcement agencies.

Initial: 

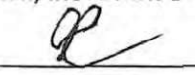
§ 16.33 — Fee for production of identification record

Each written request for production of an identification record must be accompanied by a fee of \$18 in the form of a certified check or money order, payable to the Treasury of the United States. This fee is established pursuant to the provisions of 31 U.S.C. 9701 and is based upon the clerical time beyond the first quarter hour to be spent in searching for, identifying, and reproducing each identification record requested as specified in § 16.10. Any request for waiver of the fee shall accompany the original request for the identification record and shall include a claim and proof of indigency. Subject to applicable laws, regulations, and directions of the Attorney General of the United States, the Director of the FBI may from time to time determine and establish a revised fee amount to be assessed under this authority. Notice relating to revised fee amounts shall be published in the *Federal Register*.

Initial: 

§ 16.34 — Procedure to obtain change, correction or updating of identification records

If, after reviewing his/her identification record, the subject thereof believes that it is incorrect or incomplete in any respect and wishes changes, corrections or updating of the alleged deficiency, he/she should make application directly to the agency which contributed the questioned 2018-05 Attachment C information. The subject of a record may also direct his/her challenge as to the accuracy or completeness of any entry on his/her record to the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306. The FBI will then forward the challenge to the agency which submitted the data requesting that agency to verify or correct the challenged entry. Upon the receipt of an official communication directly from the agency which contributed the original information, the FBI CJIS Division will make any changes necessary in accordance with the information supplied by that agency.

Initial: 



CERTIFICATION

I have received a copy of the City of South Fulton Alcoholic Beverage Ordinance and I have read it and agree to adhere to all applicable City of South Fulton Ordinances, Georgia state laws and regulations governing the operation of establishments that serve and/or sell alcoholic beverages? ☒ Yes ☐ No

I understand it is the responsibility of the applicant/licensee/agent to ensure that all licenses to sell alcoholic beverages are renewed no later than December 15th of each year or I will have to apply for a new alcohol license. ☒ Yes ☐ No

I understand that a state alcohol license must also be obtained before any alcoholic beverage can be served or sold in the City of South Fulton, (this includes Alcoholic Beverage Manufacturers). I further understand that the state license is obtained after the city license is obtained and I am responsible for contacting the Georgia Department of Revenue to obtain a state alcohol license. ☒ Yes ☐ No

I understand that I am required to pay alcohol excise taxes in accordance with City of South Fulton Ordinance, Title 16 Alcoholic Beverages, and failure to pay excises taxes imposed by this ordinance will be grounds for suspension or revocation of my alcohol license. ☒ Yes ☐ No

I, the undersigned, do solemnly swear and attest, subject to criminal penalties for false swearing, that the information provided in this Application for Alcoholic Beverage Sales and Service and in any and all documents provided in support of this application are true and accurate. I further understand that any false statements provided by me or my representatives as part of this application, beyond any legal penalties, will result in the denial of the subject application.

Andrew Cargill
SIGNATURE OF APPLICANT

5/12/23
DATE

Andrew Cargill
PRINTED NAME OF APPLICANT

~For Notary~

I hereby certify that Andrew Cargill signed her/his name to the foregoing application stating to me the he/she knew and understood all statements and information contained therein and, under oath actually administered by me, has sworn that said statements and information are true and correct.

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 12th DAY OF May 20 23

Irvin Castro
NOTARY PUBLIC SIGNATURE

Irvin Castro
NOTARY PUBLIC PRINTED NAME





South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia · 30336 · 470-809-7300

Keith Meadows
Chief of Police

June 29, 2023

City of South Fulton Code Enforcement Department

ATTN: Brian Morris

brian.morris@cityofsouthfultonga.gov

5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must pass a Code Enforcement Inspection. Please complete the form below and return this form to the person listed below.

This business is applying for the following alcohol license(s):

- [X] Consumption on Premises:
 X Beer X Wine X Distilled Spirits
- [] Retail
 Beer Wine Distilled Spirits

Business Information:

Fannies Cabaret

Andrew Cargill

4401-C Fulton Industrial Blvd

Atlanta, Ga. 30333

[REDACTED]

For Code Enforcement Use Only

Date of Inspection: 7/21/2023

[X] Location above **MEETS ALL** City of South Fulton Code Enforcement Requirements

[] Location does **NOT** meet City of South Fulton Code Enforcement Requirements

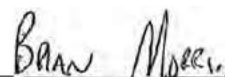
If not, briefly explain reason: _____

Douglas Reid

Print Name of Code Enforcement Inspector



Code Enforcement Inspector Signature



Print Name of Department Head



Department Head Signature

Return form via email to: Police License and Permits @ pdlicenses@cityofsouthfultonga.gov



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336 · 470-809-7300

Keith Meadows
Chief of Police

June 29, 2023

City of South Fulton Planning & Zoning Section
ATTN: Nadia Campbell
Nadia.campbell@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must pass a Zoning Compliance Inspection. Please complete the form below and return this form to the email address listed below.

This business is applying for the following alcohol license(s):

- ☒ Consumption on Premises
 ☒ Beer ☒ Wine ☒ Distilled Spirits
- ☐ Retail
 _____ Beer _____ Wine _____ Distilled Spirits

Business Information:

Fannies Cabaret
Andrew Cargill
4401-C Fulton Industrial Blvd
Atlanta, Ga. 30333
[REDACTED]

For Planning & Zoning Use Only

Date of Compliance Inspection: 7/14/2023 Parcel ID Number: 14F-0052 LL0805

Location is Zoned for: M-2 Heavy Industrial

Current/Past Use of the Property: Adult Entertainment Club/Existing

☒ Location above **MEETS ALL** zoning and alcohol license zoning requirements of the City of South Fulton.

☐ Location above does **NOT** zoning and alcohol license zoning requirements of the City of South Fulton.
If not, briefly explain reason below:

Nadia Campbell
Print Name of Zoning Planner

Resinald McClendon
Print Name of Department Head

Nadia Campbell
Zoning Planner Signature

[Signature]
Department Head Signature

Return form via email to: Police Licenses @ pdlicenses@cityofsouthfultonga.gov



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336 · 470-809-7300

Kelth Meadows
Chief of Police

June 29, 2023

City of South Fulton Business License
ATTN: Cody Hugley
Cody.Hugley@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must possess a current City of South Fulton Business License. Please complete this form and return to the email listed at the bottom of the form below.

This business is applying for the following alcohol license(s):

- [X] Consumption on Premises
 __X__ Beer __X__ Wine __X__ Distilled Spirits
- [] Retail
 ____ Beer ____ Wine ____ Distilled Spirits

Business Information:

Fannies Cabaret
Andrew Cargill
4401-C Fulton Industrial Blvd
Atlanta, Ga. 30333
[REDACTED]

For Business License Use Only

[✓] Location above **HAS** a current and valid occupational tax certificate and meets all of the business and occupational tax ordinance of the City of South Fulton. **A copy of the occupational tax certificate is attached.**

[] Location above does **NOT** have an occupational tax certificate with the City of South Fulton.
If additional explanation is required, briefly explain below:

Rachel E. Cockrell
Print Name of Business Tax Specialist

DOMINIC OCHETI
Print Name of Department Head

Rachel E. Cockrell
Business Tax Specialist Signature

[Signature]
Department Head Signature

Return form via email to: Police License and Permits @ pdlicenses@cityofsouthfultonga.gov

CITY OF SOUTH FULTON - OCCUPATIONAL TAX CERTIFICATE

COSF Business License
5440 Fulton Industrial Blvd
Atlanta, GA 30331

License Id:	2023.02.0265	Issued Date:	2/16/2023
Effective Date:	01/01/2023	Expiration Date:	12/31/2023
License Type:	All Other Amusement and Recreation Industries		



Business Name: Fannies Inc
Business Location: 4401 Fulton Industrial Boulevard SW, South Fulton, GA 30336
Fannies Cabaret
Andrew Cargill
4401 C Fulton Industrial Blvd
Atlanta, Georgia, 30336

2023

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336 · 470-809-7300

Keith Meadows
Chief of Police

June 29, 2023

City of South Fulton Fire Department
ATTN: Office of the Fire Marshal
Donna.dingler@cityofsouthfultonga.gov
City of South Fulton Fire Department
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. To proceed, the listed business must pass a Fire Inspection. Please complete the form below and return this form to the email listed below.

This business is applying for the following alcohol license(s):

- ☒ Consumption on Premises
 ☒ Beer ☒ Wine ☒ Distilled Spirits
- ☐ Retail
 ___ Beer ___ Wine ___ Distilled Spirits

Business Information:

Fannies Cabaret
Andrew Cargill
4401-C Fulton Industrial Blvd
Atlanta, Ga. 30333
[REDACTED]

For Fire Use Only

Date of Inspection: 7/7/23

- ☒ Location above MEETS ALL City of South Fulton Fire Ordinance and Fire Codes
- ☐ Location does NOT meet City of South Fulton Fire Ordinance and Fire Codes
If not, briefly explain reason: _____

Gregory Chambers
Print Name of Fire Inspector

[Signature]
Fire Inspector Signature

Donna K. Dingler
Print Name of Department Head

Donna K. Dingler, Fire Marshal
Department Head Signature

Return form via email to: Police Licenses and Permits @ pdlicenses@cityofsouthfultonga.gov

Inspection No:	1
Inspection Date:	
Inspection Time:	
Inspected By:	Forehand, Felton

SOUTH FULTON FIRE FIRE INSPECTION REPORT



Inspection and Compliance Orders			
Facility:	Fannies Cabaret	Address:	Fulton Industrial Boulevard Bldg 4401 #C
Phone:	404-277-4740		
Fax:		City:	South Fulton
Email:		State:	
		Postal Code:	30336
Primary Contact			
Contact:		Work:	
Email:		Cell:	

Inspection Type:	Existing Businesses
------------------	---------------------

Violation Code	Days to Correct*	Violation	Notes	Location
----------------	------------------	-----------	-------	----------

Inspection Notes:
No code violations at this time

Inspector: Felton Forehand Jr	
	
Owner/Rep.: Kenneth Graham	
	

* Number of days to correct from date inspected.

A variance procedure is available. Please contact the inspector named for further assistance with this or any other matter.



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336
Phone: (470) 809-7300

Keith Meadows
Chief of Police

June 29, 2023

ATTN: Janice McClain
Janice.mcclain@fultoncountygga.gov
Fulton County Board of Health
Office of the District Health Director
1920 John Wesley Avenue – Suite 212
College Park, GA 30337

APPROVED		
FULTON COUNTY ENVIRONMENTAL HEALTH SERVICES DIVISION		
☐ Temporary Event		
☒ Liquor Review		
☐ Other		
6/29/2023	DATE	EHS STAFF

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must pass a Health Inspection. Please complete the form below and return this form to the email address listed below.

This business is applying for the following alcohol license(s):

- [X] Consumption on Premises
 __X__ Beer __X__ Wine __X__ Distilled Spirits
- [] Retail
 ____ Beer ____ Wine ____ Distilled Spirits

Business Information:

Fannies Cabaret
Andrew Cargill
4401-C Fulton Industrial Blvd
Atlanta, Ga. 30333
[REDACTED]

For Fulton County Board of Health Use Only

Date of Inspection: 1-19-2023

- [✓] Location above **MEETS ALL** Fulton County Health Department Requirements
- [] Location does **NOT** meet Fulton County Health Department Requirements
If not, briefly explain reason: _____

J. McClain
Print Name of Health Inspector


Health Inspector Signature

Return form via email to: Police License and Permits @ pdlicenses@cityofsouthfultonga.gov



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336
Phone: (470) 809-7300

Keith Meadows
Chief of Police

June 29, 2023

To: ABL File
South Fulton Police Department
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must pass a Background Investigation. Please complete the form below and place in file folder.

This business is applying for the following alcohol license(s):

- [X] Consumption on Premises
 X Beer X Wine X Distilled Spirits
- [] Retail / Wholesale
 Beer Wine Distilled Spirits

Business Information:

Fannies Cabaret
Andrew Cargill
4401-C Fulton Industrial Blvd
Atlanta, Ga. 30333

For Law Enforcement Use Only

Date Background Investigation Completed: 7/14/23

- [☒] The Applicant listed above has met the requirements of the background investigation.
[] The Applicant listed above does **NOT** meet the requirements of the background investigation.

If not, briefly explain reason: _____

Jacquelyn J. Bell [Signature]
Print Name of Investigator Investigator Signature

Place Form in Police ABL File

COMMUNICATIONS

Event List with Report Numbers

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
2022013592	09/04/2022 11:34:33	42 INVESTIGATE	4401-C FULTON	SF135	CASE	09/04/2022 12:30:45
	09/04/2022 13:39:48	39 INFORMATION FOR	4401-C FULTON	SF135	3	09/04/2022 14:37:06
2022018603	12/06/2022 13:08:10	45 INVESTIGATE	4401-C FULTON	SF306	CASE	12/06/2022 13:28:43
	02/11/2023 06:03:23	2 ALARM (RECEIVED BY	4401-C FULTON	SF135	12	02/11/2023 06:44:32
	04/11/2023 06:59:46	2 ALARM (RECEIVED BY	4401-C FULTON	SF135	12	04/11/2023 07:53:37

Total Number of Events Listed: 5

Report Generated: 07/13/2023 12:48:16 | User ID: FCES1265

\\VMWP-RMSCDAP01.CO.FULTON.GA.US\OSS\ICAD\ICAD\rpt\EventHistory_EventListWithReportNumbers_Landscape

Page 1 of 1



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336
Phone: (470) 809-7300

Keith Meadows
Chief of Police

June 29, 2023

Fulton County School Board
ATTN: Dondrell Haines
hainesd@fultonschools.org
Transportation Supervisor/Operations
Fulton County Schools System
55 Heath St. Fairburn, GA. 30213

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must verify compliance of distance from the nearest school and school bus stop. Please complete the form below and return this form to the email address listed below.

This business is applying for the following alcohol license(s):

- ☒ Consumption on Premises
 ☒ Beer ☒ Wine ☒ Distilled Spirits
- ☐ Retail
 _____ Beer _____ Wine _____ Distilled Spirits

Business Information:

Fannies Cabaret
Andrew Cargill
4401-C Fulton Industrial Blvd
Atlanta, Ga. 30333
[REDACTED]

For School Board Use Only

Date Completed: July 3rd 2023

- ☒ Location above is 300 yards from nearest school ground
☒ Location above is 200 yards from the nearest school bus stop as designated by Fulton County Board of Education.
If not, briefly explain reason: _____

Dondrell Haines
Print Name of Person Verifying Distance

Dondrell Haines
Signature

Return form via email to: pdlicenses@cityofsouthfultonga.gov

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

PAY ONLINE AT:
[HTTPS://WWW.CITYOFSOUTHFULTONGA.GOV](https://www.cityofsouthfultonga.gov)
SCROLL DOWN TO CLICK "PAY ONLINE" ICON

Fannies Inc.
4401-C Fulton Industrial Blvd
Atlanta, GA 30336

INVOICE #

23005752

CUSTOMER ID: [REDACTED] PIN: [REDACTED]

INVOICE DATE: 06/27/23

DUE DATE:

**MAKE CHECKS PAYABLE TO:
CITY OF SOUTH FULTON**

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Alcohol License		
1.0000/1	ABLAPPL	Alcohol Lic - Application fee	300.000000	300.00
		Alcohol License		
1.0000/1	ABLFIREI	Alcohol Fire Inspection Fee	75.000000	75.00
		Alcohol License		
1.0000/1	ABLADV	Alcohol Lic Advertising Fee	505.000000	505.00
		Alcohol License		
1.0000/1	POLICEAB	Police Alch Background Check	55.000000	55.00
		Alcohol License		
1.0000/1	ABL-BEER	Alcohol Lic Retail Bar Beer	650.000000	650.00
		Alcohol License		
1.0000/1	ABL-WINE	Alcohol Lic - Retail bar Wine	650.000000	650.00
		Alcohol License		
1.0000/1	ABLIQUO	Alcohol Lic -Retail Bar Liquor	3,700.000000	3,700.00
		Alcohol License		
			TOTAL DUE:	\$ 5,935.00
				-5,935.00
			BALANCE:	\$ 0.00

Prn Payment: 07/17/23 CR 3854732185

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

Fannies Inc.
4401-C Fulton Industrial Blvd
Atlanta, GA 30336

INVOICE #: 23005752
DESCRIPTION: Alcohol License
CUSTOMER ID: [REDACTED] PIN: [REDACTED]
DUE DATE:
TOTAL DUE: \$ 0.00





**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA**

2211 United States Courthouse
75 Ted Turner Drive, SW
Atlanta, GA 30303

Kevin P. Weimer
Clerk of Court

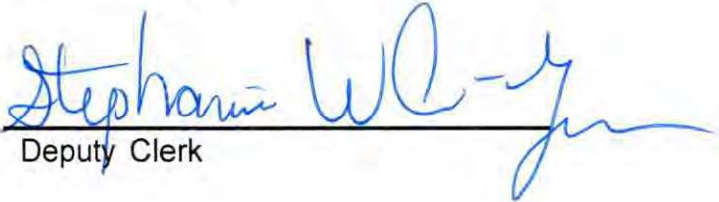
404-215-1600

Name: ANDREW WYLIE CARGILL

I, Kevin P. Weimer, Clerk, United States District Court for the Northern District of Georgia, do hereby certify that I have examined the record of said court for the Atlanta Division of said district and the records do not reveal the filing of a criminal indictment or information charging an offense against the United States of America by **ANDREW WYLIE CARGILL** within ten (10) years immediately preceding the date of this certificate.

In testimony whereof, I have hereunto set my hand and have affixed the seal of said Court, at Atlanta, Georgia, this 18th day of May, 2023.

KEVIN P. WEIMER
DISTRICT COURT EXECUTIVE
CLERK OF COURT

By: 

Deputy Clerk

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 3/15/2023 6:49:47 PM

BUSINESS INFORMATION

CONTROL NUMBER J401049
BUSINESS NAME FANNIE'S, INC.
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 03/15/2023
ANNUAL REGISTRATION PERIOD 2023

PRINCIPAL OFFICE ADDRESS

ADDRESS 4401C FULTON INDUSTRIAL BLVD S, Atlanta, GA, 30336, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
CARY S. WIGGINS	260 PEACHTREE ST NW #401, ATLANTA, GA, 30303, USA	Fulton

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
William H Parks	CFO	211 White Heron Dr., Santa Rosa Beach, FL, 32459, USA
WILLIAM H PARKS	CEO	211 White Heron Dr., Santa Rosa Beach, FL, 32459, USA
WILLIAM H PARKS	SECRETARY	211 White Heron Dr., Santa Rosa Beach, FL, 32459, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Andrew Cargill
AUTHORIZER TITLE Authorized Person

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 23820866
CARD # 24022758

ServSafe Alcohol® CERTIFICATE

ANDREW CARGILL

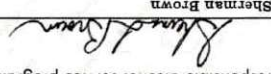
NAME

5/24/2023

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.




Sherman Brown
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

NATIONAL
RESTAURANT
ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF, National Restaurant Association® and the arc design are trademarks of the National Restaurant Association.
17110801 v.1711



Fannies Inc.

4401-C Fulton Industrial Blvd.

Atlanta, GA 30336

1. Identification of days and hours of operation: What days of the week is your business open? For each day what time is your business open and close?

Business hours are currently Monday – Saturday 11:30am – 3am and Sunday 12:30am – 3am

2. Identification of any parking areas owned or controlled by establishments: Where do your customers/patrons park when they're at your establishment?

60 parking spaces in front and beside our business. Customers will park in the defined parking spaces.

3. Specific measures and procedures to address crowd management both inside and outside the premise: How do you make sure crowds inside your establishment remain orderly? How do you ensure crowds outside (i.e. lines, smokers, etc.) your establishment remain orderly? **a. Do you have No Loitering signs, if so how many, where?**

Customer engagement early into their visit and proactive monitoring of potential situations. Observing customers behavior and interactions with others to assess issues and proactively engage any potential situations and deescalate quickly. Customers are not allowed to congregate outside of the business or in the parking lot.

No "No Loitering" signs on the premises but no loitering is allowed on our property. Anyone loitering is asked to leave the premises.

4. Means of controlling access to the premises and parking area: How does your establishment control who comes in and out of your establishment? How do you control who uses your parking areas if it's private parking? **a. Examples would be cameras, law enforcement/security guards, signs, or gates.**

Managers walk around the lot and use cameras to monitor the parking lot areas. At night, Revolution Security is used to monitor the parking lot and ensure only customers of Fannies Inc. are allowed to use the parking spaces. Customers are ID'd and have IDs checked through the online IDScanner from Tokenworks. Customers must be at least 21 years of age to enter the premises.

5. Security Staffing: Do you use **Licensed Security Guards**? If so, how many? How often on premises? Are they trained "in house" or by a company? If they were trained by a company, please provide the name (s) and name of company. Do you employ Off-Duty SFPD officers? If so, how many and how often?

Fannies uses Revolution Security seven days a week from 9pm until 4am. Typically, one guard is used to monitor the parking lot, visually check IDs, and do pat downs of customers before they enter the premises.

6. Measures used to combat underage consumption of alcoholic beverages: What do you/your employees do to ensure that individuals under the age of 21 are not allowed to purchase/consume alcoholic

beverages at your establishment? *a.* Clearly state how you card customers. Do you have servers calculate the age by doing the math in their head? **OR**

b. Do you have a scanner where you scan the ID and it tells the employee the age of the customer? **OR**

c. Do you enter the date of birth in a point of sale and it tells the employee the age of the customer?

Must be 21 to enter. The IDScanner from Tokenworks is used to verify IDs and identify potential fake IDs.

Customers are asked for their ID upon entrance to the building. Staff undergo responsible server training using the TIPS course.

7. Measures used to distinguish between patrons who are over and under the age of 21, where

applicable: Does your establishment allow individuals under the age of 21 to enter? Of so, how do you identify people who are 21 and over from those who are under 21 years of age? *a.* Clearly indicate if you issue wrist bands/hand stamps or card customers every time they order a beverage. Is there another type of measure taken to prevent underage sales?

Customers must be 21 to enter. If an employee is under the age of 21, that employee must wear an easily identifiable wrist band at all times while in the building. Employees undergo TIPS responsible alcohol server training.

8. Do you have operable cameras? If so, how many inside the location? How many outside the location?

Fannies has 16 operable cameras, 4 outside and 12 inside.

9. Discuss matters related to managing emergencies, such as fires, evacuation tactics,

assignment of employee duties during emergencies, and coordination with public safety: In the event of an emergency how is your staff trained to evacuate patrons? How does your establishment contact/work with police and EMS during an emergency?

Fannies has 2 exit doors on different sides of the buildings, in case of emergency, staff instructs customers to exit the premises through these doors and into the parking lot. In cases that require police or EMS, the manager makes or instructs another employee to make a call to 911 for assistance and relays all pertinent information to the dispatcher.

Andrew Cargill
Licensee

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 5:10 p.m. U23-009: Application by Jasmin A. Robinson requesting a Special Use Permit to operate a Short-Term Rental at 3660 Utoy Drive SW Atlanta, GA 30331

DATE: September 26, 2023

SUBJECT: 5:10 p.m. U23-009: Application by Jasmin A. Robinson requesting a Special Use Permit to operate a Short-Term Rental at 3660 Utoy Drive SW Atlanta, GA 30331

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 5:15 p.m. U23-007: Application by ST Holdings LLC requesting a Special Use Permit to operate a Short-Term Rental at 7240 Hobgood Road, Fairburn GA 30213 (Parcel ID: 07 250001210224).

DATE: September 26, 2023

SUBJECT: 5:15 p.m. U23-007: Application by ST Holdings LLC requesting a Special Use Permit to operate a Short-Term Rental at 7240 Hobgood Road, Fairburn GA 30213 (Parcel ID: 07 250001210224).

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
U23-007 Staff Report_9-9	Cover Memo	9/22/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

SHARON SUBADAN
INTERIM CITY MANAGER



REGINALD MCCLENDON
INTERIM DIRECTOR
COMMUNITY DEVELOPMENT AND
REGULATORY AFFAIRS

MEMORANDUM

TO: Planning Commission

FROM: Department of Community Development and Regulatory Affairs
Planning & Zoning Division

SUBJECT: **U23-007: 7240 Hobgood Road Fairburn GA 30213**

MEETING DATE: August 23, 2023

The applicant seeks a Special Use Permit to operate a short-term rental at the existing single-family residential dwelling located at 7240 Hobgood Road, Fairburn, GA 30213, in the R-2 (Single Family Dwelling District) zoning district. (Council District 4)

STAFF RECOMMENDATION: APPROVAL CONDITIONAL

PLANNING RECOMMENDATION: APPROVAL CONDITIONAL

APPLICATION INFORMATION

Applicant Information: Neema Tabar

Status of Applicant: Owner

City Council District(s): 4

Parcel ID Number: 07 250001210224

Area of Property: 1.30 Acres

Existing Zoning/Future Land Use: R-2 Single Family Dwelling District (Attachment 1)
Rural Neighborhood (Attachment 1)

Current/Past Use of the Property: Currently developed with a single family home.

Prior Zoning Cases/History: N/A

SPECIFIC INFORMATION**FINDINGS OF FACT****BACKGROUND**

Ordinance 22-045 was adopted by City Council in December of 2022. This ordinance reduced the number of zoning districts allowing short-term rentals and determined that operators must first apply for a Special Use Permit. The Applicant is an existing rental serving primarily medium to long-term rentals for roommates in the film industry, local restaurant industry, and Delta airlines employees.

PROPERTY LOCATION

The property is located on east side of Hobgood Road lying and being in Land Lot 121 of the 7th District of Fulton County, Georgia, being Lot 35, Bear Creek Estates, according to Plat Book 102, Page 66, Fulton County, Georgia records. The property is located in Council District 4.

2021 COMPREHENSIVE PLAN LAND USE DESIGNATION

The subject property has a future land use designation of Rural Neighborhood within the 2021 South Fulton Comprehensive Plan.

ADJACENT ZONING AND LAND USES

North: R-2 Single Family Dwelling
East: AG-1 Agricultural District
South: R-2 Single Family Dwelling
West: R-2 Single Family Dwelling

COMMUNITY AND PROPERTY OWNERS NOTIFICATION/COMENTS

Per the requirements of Section 803.05, a Community Zoning Information Meeting was held virtually on Monday, August 7, 2023, at 6:00pm. At this meeting basic information regarding the proposed short-term rental was shared by staff while the Applicant shared that his rental is really primarily medium to long-term rentals and that they are mostly to crew members in the movie industry. The Applicant also advised that his two neighbors are aware that he rents rooms.

Staff placed the required notice of public hearing in The Daily Report on July 6, 2023, to notify the public that Case U23-007 would be heard at the Planning Commission Meeting on July 26, 2023, and at the City Council meeting on August 8, 2023. The applicant requested to be deferred to the next planning commission cycle August 23, and City Council September 12, 2023.

Staff placed a notification sign in front of the subject property on August 3, 2023 to notify the surrounding community that Case U23-007 would be heard at the Planning Commission Meeting on August 23, 2023 and at the City Council meeting on September 12, 2023. (Attachment 2)

The Applicant was given the addresses within one-quarter mile of the subject property for the purposes of hosting their own community meeting. (Attachment 2)

CONCLUSIONS

Standard of review for proposed use permit (City Code, Appendix C, Sec. 803.06):

1) Is the proposed use consistent or inconsistent with the Comprehensive Plan?

The Comprehensive Plan identifies a desire to attract visitors through the creation of safe, inviting, and dynamic places. A short-term rental is a form of accommodation that allows visitors to enjoy the community amenities and the City's attractions.

The current use of the property is a short-term rental. The short-term rental has been operating for 12 months.

2) Is the proposed use consistent with the supplemental plans adopted by the City Council, such as/or revitalization or economic development plans?

N/A – no supplemental plans have been adopted by the City Council.

3) Is the proposed use compatible with the adjacent land uses and zoning districts?

The proposed use of a short-term rental does not change the nature of the existing single-family dwelling that is on the subject property.

4) Does the proposed use on violate local, state, and or/federal statues, ordinances, or regulations governing land development?

The proposed use does not violate local, state, and federal statues, ordinances, and regulations.

5) What is the effect of the proposed use on vehicular and pedestrian traffic flow and safety, along adjoining streets?

The operation of the short-term rental does not change the current flow of vehicular and pedestrian traffic on the adjoining streets.

6) Is the screening adequate to protect adjacent uses from any negative impacts of the proposed use?

The property is relatively set back from its adjacent neighbor.

7) Can outdoor lighting be used so as to not interfere with surrounding uses?

Outdoor lighting must be consistent with that of a residential development and therefore would not interfere with surrounding uses.

8) Does ingress and egress to the property reduce negative impacts of the proposed use or enhance safety?

The property is accessed from its private driveway.

9) Will the number, size, and type of signs proposed for the site have any negative impact on traffic or surrounding property uses?

No signs are proposed.

10) Are off-street parking space adequate? Will they be properly located to reduce any negative impact on surrounding property uses?

Off-street parking is provided on the subject property.

11) Does the use have sufficient space to operate its activities?

The subject property has sufficient space to operate as a rental. All rental activities are exclusively within the property's boundaries.

12) Are there any negative environmental impacts which should be considered, for example, topography, special geological features, soil, water runoff, air pollution, water pollution or contamination, wetlands, etc?

No new development is being proposed to incur environmental impacts.

13) Availability of other land suitable for proposed use and effect on balance of land uses;

To address concerns of the proliferation of short-term rentals, Ordinance 2022-045- restricted the number of zoning districts which allow short-term rentals rooming houses. This effectively reduced the availability of land available for the proposed use within the City of South Fulton.

14) Effect on character of the neighborhood;

The Applicant requires guests to sign agreements prior to approving reservations, in order to prevent any potential large gatherings or nuisance to our neighbors and neighborhood.

15) Effect on adjacent property;

The Applicant requires guests to abide by rules to minimize potential effects on adjacent properties and their owners.

16) Economic use of current zoning;

The R-2 Single-Dwelling District has numerous allowed uses that supports the economic viability of the subject property.

17) Other conditions

N/A

PUBLIC PARTICIPATION

The public participation meeting will be held on Friday August 14th via zoom.

STAFF COMMENTS

Engineering: Requested information, none provided.

Arborist: Requested information, none provided.

Environmental: Requested information, none provided.

Public Works: Requested information, none provided.

Transportation: Requested information, none provided.

MARTA: Requested information, none provided.

Fulton County Health Department: Requested information, none provided.

Fulton County Schools: Requested information, none provided.

Fire: Requested information, none provided.

Legal: Requested information, none provided.

STAFF RECOMMENDATION: APPROVAL CONDITIONAL.

Recommended Conditions:

1. That that Special Use Permit is not transferrable.
2. That the permittee is required to maintain a valid South Fulton business license to operate a short term rental.

PLANNING COMMISSION RECOMMENDATION: APPROVAL CONDITIONAL

PREPARED BY: Akeenan Bridges, Planner,

REVIEWED BY: Reginald McClendon, Director, CDRA

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 5:20 p.m. U23-008: Application by Sean McKinney requesting a Special Use Permit to operate a Short-Term Rental at 5775 Dodson Road, Fairburn GA 30213 (Parcel ID: 09F20000970343).

DATE: September 26, 2023

SUBJECT: 5:20 p.m. U23-008: Application by Sean McKinney requesting a Special Use Permit to operate a Short-Term Rental at 5775 Dodson Road, Fairburn GA 30213 (Parcel ID: 09F20000970343).

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
U23-008_9-9	Cover Memo	9/22/2023

Department of Community Development and Regulatory Affairs

City of South Fulton

Case No. U23-008

FINDINGS OF FACT, ANALYSIS, CONCLUSIONS OF LAW, AND RECOMMENDATION

I. APPLICATION

A. Basic Information

PROJECT	Special Use Permit for Short-Term Rental
APPLICANT/ LANDOWNER	Sean McKinney
AGENT	N/A
LOCATION	5775 Dodson Road Fairburn GA 30213
PARCELI.D. NUMBER(S)	09F210000970343
LAND AREA	1.15 acres
EXISTING ZONING	R-6 Two Family Dwelling District (Attachment 1)
FUTURE DEVELOPMENT MAP	Suburban I Neighborhood (Attachment 1)
OVERLAY DISTRICT	Cliffondale
EXISTING USE	One single-family dwelling operating as a short-term rental (Attachment 1)

- B. Proposal. The Applicant has submitted a Special Use Permit application to operate a short-term rental at the existing single-family dwelling located on the subject property.

- C. Background. Ordinance 22-045 was adopted by City Council in December of 2022. This ordinance reduced the number of zoning districts allowing short-term rentals and determined that operators must first apply for a Special Use Permit. The Applicant is an existing rental serving primarily medium to long-term rentals for roommates in the film industry, local restaurant industry, and Delta airlines employees.

II. FINDINGS OF FACT

On the basis of the evidence presented, the Director has found:

A. Description of Site/Surrounding Land uses.

1. Location and Current use. The subject property is located at 5775 Dodson Road Fairburn, Georgia 30213. It has an existing single-family dwelling. The owner lives at the property and rents out rooms on a medium to long-term basis primarily to those in the film, restaurant, and airline industry.
2. Surrounding uses. North: AG-1 District parcel with a single-family dwelling
East: Single-family dwelling in Union city
South: Vacant AG-1 District parcel
West: Vacant CUP District parcel

B. Other Permits/Approvals Required. The Applicant is not proposing any new structures or uses on the subject property; therefore, no other permits are required. The Applicant must keep their Business License current.

C. Community and Property Owners Notification/Comments. Per the requirements of Section 803.05, a Community Zoning Information Meeting was held virtually on Monday, July 3, 2023 at 6:00pm. At this meeting basic information regarding the proposed short-term rental was shared by staff while the Applicant shared that his rental is really primarily medium to long-term rentals and that they are mostly to crew members in the movie industry. The Applicant also advised that his two neighbors are aware that he rents rooms.

Staff placed the required notice of public hearing in The Daily Report on July 18, 2023, to notify the public that Case U23-008 would be heard at the Planning Commission Meeting on July 26, 2023, and at the City Council meeting on August 8, 2023.

Staff placed a notification sign in front of the subject property on July 5, 2023 to notify the surrounding community that Case U23-006 would be heard at the Planning Commission Meeting on July 26, 2023 and at the City Council meeting on August 8, 2023. (Attachment 2)

The Applicant was given the addresses within one-quarter mile of the subject property for the purposes of hosting their own community meeting.

III. ANALYSIS

A. Standards for the review of proposed special uses are found in Section 803.06 (b) in the City of South Fulton's Code of Ordinances.

1) *Is the proposed use consistent or inconsistent with the Comprehensive Plan?*

The Comprehensive Plan identifies a desire to attract visitors through the creation of safe, inviting, and dynamic places. A short-term rental is a form of accommodation that allows visitors to enjoy the community amenities and the City's attractions.

The current use as a medium to long-term rental is supportive of those seeking stable housing while working in

- 2} *Is the proposed use consistent with the supplemental plans adopted by the City Council, such as/or revitalization or economic development plans?*

N/A- no supplemental plans have been adopted by the City Council.

- 3} *Is the proposed use compatible with the adjacent land uses and zoning districts?*

The proposed use of a short-term rental does not change the nature of the existing single-family dwelling that is on the subject property.

- 4) *Does the proposed use on violate local, state, and or/federal statues, ordinances, or regulations governing land development?*

The proposed use does not violate local, state, and federal statues, ordinances, and regulations.

- 5) *What is the effect of the proposed use on vehicular and pedestrian traffic flow and safety, along adjoining streets?*

The operation of the short-term rental does not change the current flow of vehicular and pedestrian traffic on the adjoining streets.

- 6} *Is the screening adequate to protect adjacent uses from any negative impacts of the proposed use?*

The property is relatively set back from its adjacent neighbors. The Applicant has also shared that a neighbor has signed an affidavit indicating they are aware that the Applicant rents rooms out.

- 7} *Can outdoor lighting be used so as to not interfere with surrounding uses?*

Outdoor lighting must be consistent with that of a residential development and therefore would not interfere with surrounding uses.

- 8} *Does ingress and egress to the property reduce negative impacts of the proposed use or enhance safety?*

The property is accessed from a paved driveway on a vacant adjacent parcel. This parcel it utilized by the Applicant and the neighbor located north of the parcel.

- 9) *Will the number, size, and type of signs proposed for the site have any negative impact on traffic or surrounding property uses?*

No signs are proposed.

- 10} *Are off-street parking space adequate? Will they be properly located to reduce any negative impact on surrounding property uses?*

Off-street parking is provided on the subject property.

11) Does the use have sufficient space to operate its activities?

The subject property has sufficient space to operate as a rental. All rental activities are exclusively within the property's boundaries.

12) Are there any negative environmental impacts which should be considered, for example, topography, special geological features, soil, water runoff, air pollution, water pollution or contamination, wetlands, etc?

No new development is being proposed to incur environmental impacts.

13) Availability of other land suitable for proposed use and effect on balance of land uses;

To address concerns of the proliferation of short-term rentals, Ordinance 2022-045- restricted the number of zoning districts which allow short-term rentals rooming houses. This effectively reduced the availability of land available for the proposed use within the City of South Fulton.

14) Effect on character of the neighborhood;

The Applicant requires guests to abide by rules to minimize any potential impacts on the character of the neighborhood.

15) Effect on adjacent property;

The Applicant requires guests to abide by rules to minimize potential effects on adjacent properties and their owners.

16) Economic use of current zoning;

The R-6 Two-Dwelling District has numerous allowed uses that supports the economic viability of the subject property.

17) Other conditions

N/A

IV. CONCLUSIONS OF LAW

The Director hereby makes the following conclusions:

1. The proposed operation of a Short-Term rental is an allowed use contingent on the successful application of a Special Use Permit.
2. The proposed operation of a short-term rental is not anticipated to have significant or adverse social, economic, or environmental impacts on surrounding land uses and the existing services and infrastructure systems are adequate for the existing use.

V. RECOMMENDATION

Pursuant to the foregoing Findings of Fact, Analysis, and Conclusions, the Director of the Department of Community Development and Regulatory Affairs (CDRA) recommends **APPROVAL CONDITIONAL** of the Special Use Permit application to operate a short-term rental. The following conditions are recommended:

1. The Applicant and Owner of the parcel identified as Sean McKinney maintain a current business license.
2. The Applicant has discussed that guests stay in the medium to long-term range. To remain compliant with the Special Use Permit, any medium to long-term occupants must renew rental agreements with the Applicant every 30 days.
3. The Special Use Permit is non-transferable. Any subsequent use of the subject property as a short-term rental by a different owner must apply as a new applicant for any and all requirements in the City of South Fulton Code of Ordinances.

Planning Commission recommends **APPROVAL CONDITIONAL**.

Attachments

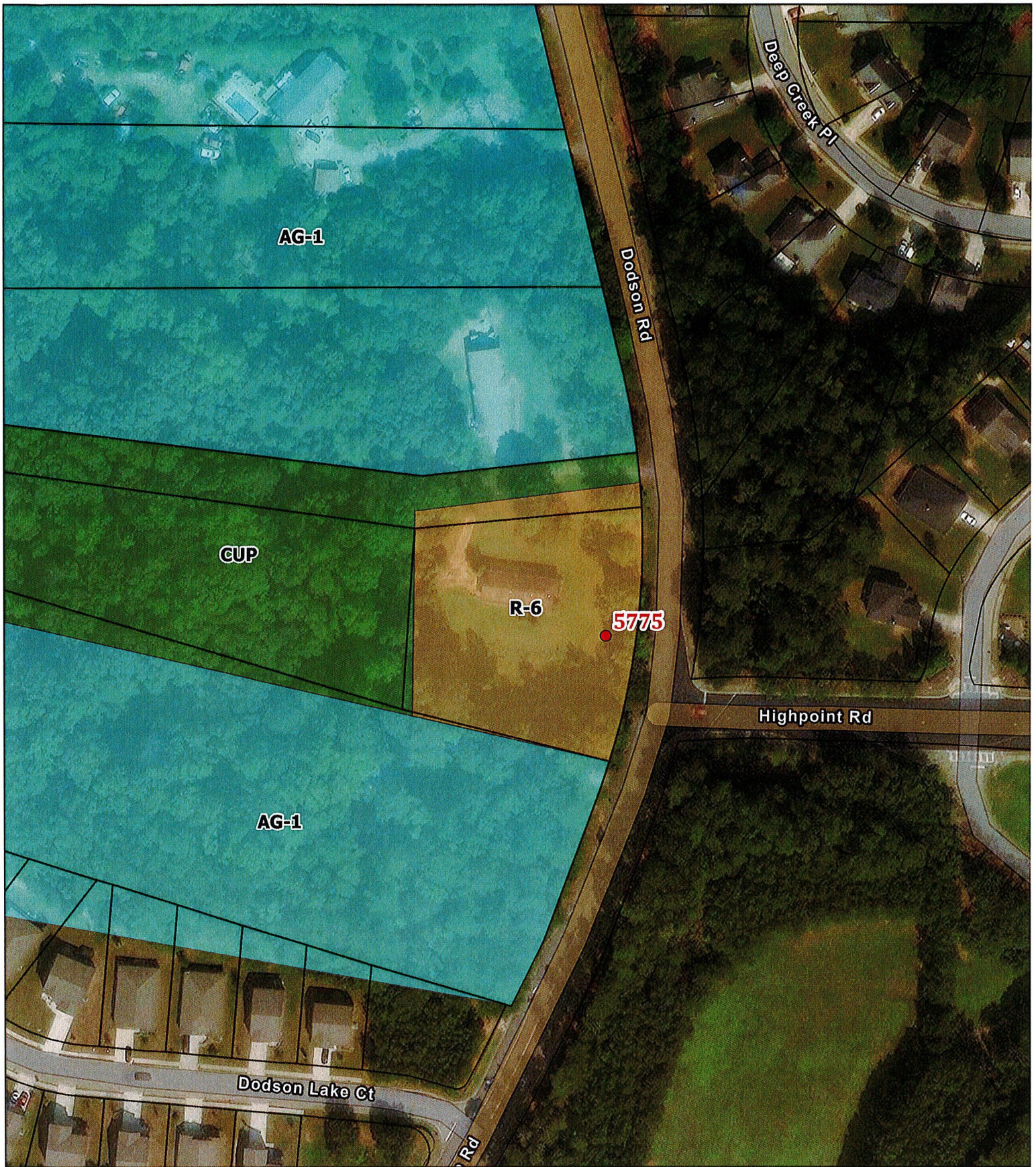
Attachment 1

Zoning Map

Future Development Map

Aerial Map

Site Plan



5775 Dodson Rd - Current Zoning

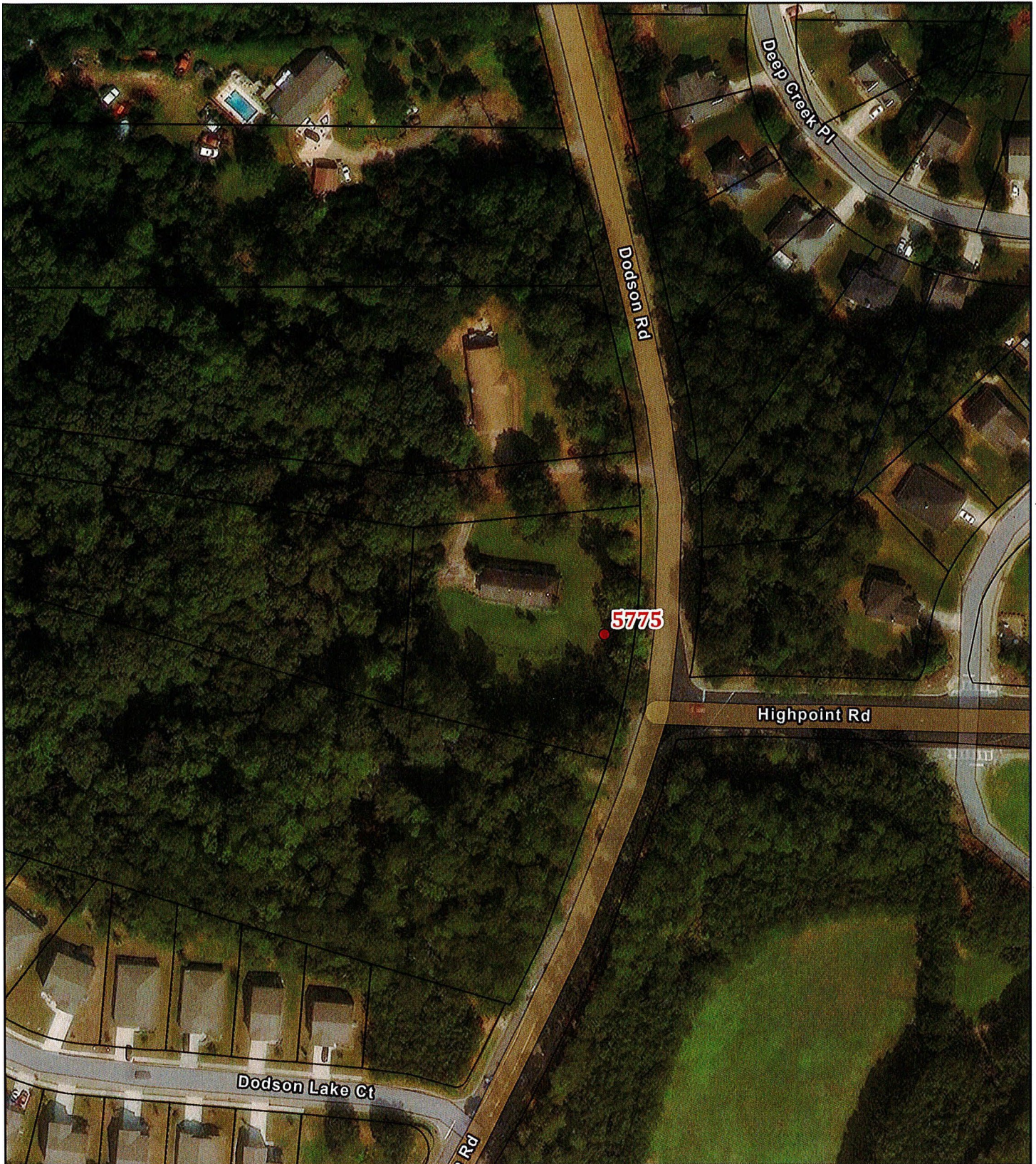
The City of South Fulton provides the data on this map for your personal use "as is". The data is not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. The City of South Fulton assumes no responsibility for losses resulting from the use of this data, even if the City of South Fulton is advised of the possibility of such losses.

0 75 150

300 Feet Page 195 of 614

City of South Fulton | September 26, 2023

standards. The City of South
Fulton assumes no
responsibility for losses
resulting from the use of this
data, even if the City of
South Fulton is advised of
the possibility of such losses.



5775 Dodson Rd - Aerial Imagery

0 75 150 300 Feet

The City of South Fulton provides the data on this map for your personal use "as is". The data is not guaranteed to be accurate, correct, or complete. The feature locations depicted in these maps are approximate and are not necessarily accurate to surveying or engineering standards. The City of South Fulton assumes no responsibility for losses resulting from the use of this data, even if the City of South Fulton is advised of the possibility of such losses.

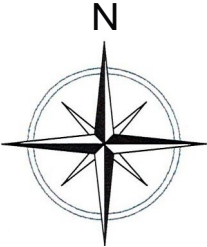
Proposed Site Plan-5775 Dodson Rd, Fairburn, Georgia 30213, USA

PROJECT INFO.

Lot Area: 48407.2645 square ft.
 Single Family Home Area: 2072 square ft.

5775 Dodson Rd, Fairburn,
 Georgia 30213, USA

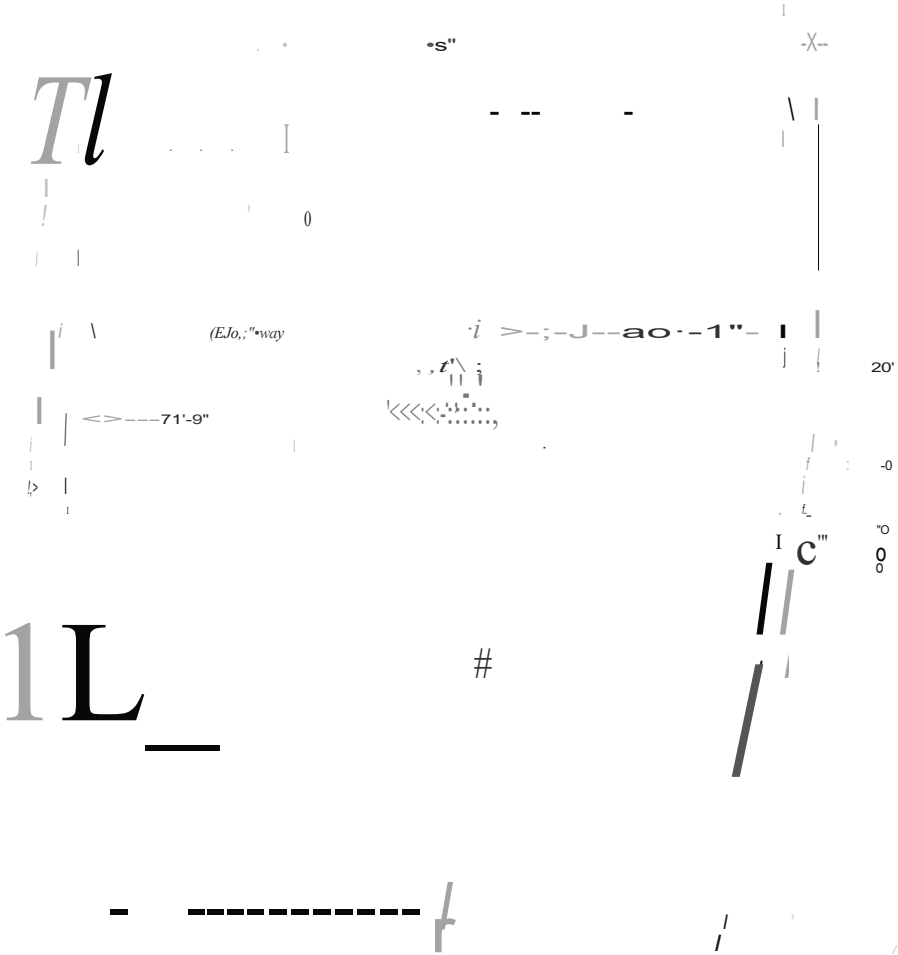
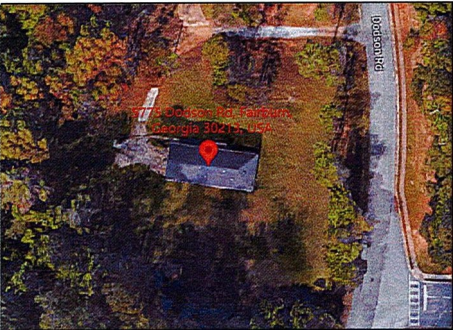
33°35'56.3"N 84°34'56.9"W



CONTRACTOR INFO.

Independent Property Owner

ENGINEER OF RECORD



Highpoint Rd

Scale: NTS

5775 Dodson Rd, Fairburn,
 Georgia 30213, USA

ON
BLOCK

DESCRIPTION

1) Initial Draft of
Plans

D
A
T
E

1
1/
0
6/
2

21 Vicinity Map
Scale: NTS

31 Plot Plan

Scale: 1" = 40'

DESIGNER Simiyoo

CHECKED BY :

PAPER SIZE : 17"X11"

Attachment 2

Posted Sign

Public Participation Report





PUBLIC PARTICIPATION PLAN REPORT FORME

Applicant: 011-04+ / Petition No. _____

Date: 7/17/2023

1. The following parties were notified of the requested variances:

Mail out provided by City

2. The following meetings were held regarding this petition: (Include the date, time and meeting location.)

Meeting 7/16/2023 @ 6pm
5775 Dodson Rd Fairburn GA

3. The following issues and concerns were expressed:

None

4. The applicant's response to issues and concerns was as follows:

None

There NO Local Household Attendance

5. Applicants are required to attach copi of sign-in sheets from meetings as well as meeting announcements, i.e., notices, flyers, letters, and any other documentation which supports the opportunity for public input.

Attach additional sheets as needed.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 5:25 p.m. Z23-007 and CV23-002: First Read of A Rezoning Ordinance for an Application by PVJ RE Holdings LLC requesting a Rezoning from the AG-1 Agricultural District to the C-1 Limited Commercial District and Concurrent Variances to reduce the north zoning buffer from 25' to 10', reduce the north improvement setback from 10' to 0', to reduce the east zoning buffer from 50' to 25', and to reduce the parking space requirement from 47 spaces to 29 spaces at the parcel located on the corner of Old National Highway and Carobet Terrace

DATE: September 26, 2023

SUBJECT: 5:25 p.m. Z23-007 and CV23-002: First Read of A Rezoning Ordinance for an Application by PVJ RE Holdings LLC requesting a Rezoning from the AG-1 Agricultural District to the C-1 Limited Commercial District and Concurrent Variances to reduce the north zoning buffer from 25' to 10', reduce the north improvement setback from 10' to 0', to reduce the east zoning buffer from 50' to 25', and to reduce the parking space requirement from 47 spaces to 29 spaces at the parcel located on the corner of Old National Highway and Carobet Terrace

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Z23-007 CV-002 Staff Report - 0 Old National Highway_9-9	Cover Memo	9/22/2023
Rezoning Ordinance - Z23-007 CV23-002 (0 Old National)	Cover Memo	9/22/2023

Department of Community Development and Regulatory Affairs
City of South Fulton

Case No. Z23-007 & CV23-002

FINDINGS OF FACT, ANALYSIS, CONCLUSIONS OF LAW, AND RECOMMENDATION

I. APPLICATION

A. Basic Information

PROJECT : Rezoning AG-1 Agricultural District to the C-1 Limited Commercial District and 4 Concurrent Variances:

1. Reduce the side (south) zoning buffer from 25' to 10'.
2. Reduce side (south) landscape strip from 15' to 10'.
3. Reduce rear (East) zoning buffer from 50' to 25'.
4. Reduce required parking from 47 spaces to 29 spaces.

APPLICANT : PVJ RE Holdings LLC

LANDOWNER : Charles V. Cataldo and Ronald W. Cataldo

AGENT : George Lott

LOCATION : 0 Old National Highway, corner Carobet Terrace

PARCEL I.D. NUMBER(S) : 13 0132 LL0443

LAND AREA : 0.98 acres

EXISTING ZONING : AG-1 Agricultural District

FUTURE DEVELOPMENT MAP : Regional Live Work (Attachment 1)

OVERLAY DISTRICT : Old National Highway

EXISTING USE : Undeveloped Lot

- B. Proposal. The Applicant is proposing to locate a Smoothie King and Salata Salad restaurant on the subject property. To accommodate the proposed restaurant, the Applicant has submitted a Rezoning and Concurrent Variance Application to rezone the subject parcel from the AG-1 Agricultural District to the C-1 Limited Commercial District, to reduce the North side zoning

buffer from 25' to 10', Reduce side (south) landscape strip from 15' to 10', to reduce the East rear zoning buffer from 50' to 25', and to reduce the required parking from 47 parking spaces to 29 parking spaces.

II. FINDINGS OF FACT

On the basis of the evidence presented, the Director has found:

A. Description of Site/Surrounding Land uses.

1. Location and Current use. The subject property is undeveloped and fronts Old National Highway.
2. Future Development Map. The subject property is within the Regional Live Work character area. Regional Live Work is supportive of the zoning districts MIX, C-1, C-2, O-I, and SH.
3. Surrounding uses. North: Vacant AG-1 District parcel

East: Vacant AG-1 District parcel

South: O-I District developed with a single structure that houses the Front Row Learning Academy

West: Vacant C-1 District Parcel

B. Other Permits/Approvals Required. If the rezoning request is successful, the applicant will need a Land Disturbance Permit and Building Permit to proceed with the restaurant.

C. Community and Property Owners Notification/Comments. Per the requirements of Section 803.05, a Community Zoning Information Meeting was held virtually on Monday, July 3, 2023, at 6:00pm. At this meeting basic information regarding the restaurant proposal was shared. No questions were asked of the Applicant.

Staff placed the required notice of public hearing in The Daily Report on July 18, 2023, to notify the public that Z23-007 & CV23-002 would be heard at the Planning Commission Meeting on July 26, 2023, and at the City Council meeting on August 8, 2023.

Staff placed a notification sign in front of the subject property on July 5, 2023, to notify the surrounding community that Case U23-006 would be heard at the Planning Commission Meeting on July 26, 2023, and at the City Council meeting on August 8, 2023. (Attachment 2)

The Applicant was given the addresses within 1 mile of the subject property for the purposes of hosting their own community meeting. The Applicant hosted a meeting on July 5 at 11:00 a.m. at the subject property. Per the sign-in sheet submitted by the Applicant, 5 people attended. The Applicant answered a question regarding traffic on Carobet Terrace. The Applicant responded that the main entry and exit point would be on Old National Highway which should limit the

traffic on Carobet Terrace. The Applicant indicated that others were supported of the proposed project. (Attachment 2)

III. ANALYSIS

A. Standards for the review of proposed rezonings are found in Section 803.06 (a) in the City of South Fulton's Code of Ordinances.

1) The suitability of the subject property for zoned purposes.

The proposed rezoning from the AG-1 Agricultural District is to the C-1 Limited Commercial District. The subject property is suitable for its current zoning designation.

2) The extent to which the property values of the subject property are diminished by the zoning restrictions.

While a higher density zoning designation will, as a matter of course, create a higher property value, the current zoning of AG-1 (Agricultural District) does not diminish the unimproved property value.

3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public.

While a higher density zoning designation will, as a matter of course, create a higher property value, the current zoning of AG-1 (Agricultural District) does not diminish the unimproved property value.

4) The relative gain to the public as compared to the hardship imposed upon the individual property owner.

Staff does not anticipate any hardship to this property.

5) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property.

Staff has no knowledge of any prior development on the property, but does not believe this lack of development to be due to the current zoning designation.

6) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

Yes, the use is suitable for the Regional Live Work character area, and support the 2021 City of South Fulton Comprehensive Plan.

7) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The property is adjacent to the Old National Highway Corridor which is appropriate for commercial development. The only property that staff foresees will have a significant impact based on this development is the AG-1 zoned

parcel directly to the east of the subject parcel. This parcel will likely be used for residential development at some point in the future, and its usability for residential development will be impacted by this development.

8) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

The parcel does have a reasonable economic use as currently zoned.

9) Whether the zoning proposal will result in a use which will or could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools.

If approved, staff do not foresee the zoning proposal causing excessive burdensome use of existing streets, transportation facilities, utilities, or schools.

10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan.

The 2021 South Fulton Comprehensive Plan. The future land use designation for this parcel is Regional Live Work Area which does allow for the use of Limited Commercial zoning.

11) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

There is a sidewalk installation project along Old National Highway that will result in the construction of sidewalks adjacent to this property and aid in walkability.

12) Whether the zoning proposal will permit a use that can be considered environmentally adverse to the natural resources' environment, and citizens of South Fulton.

This is not an environmentally adverse use.

B. CONCURRENT VARIANCES: The Concurrent Variance requests are evaluated against the Hardship Criteria found on Section 808.09 in the City of South Fulton's Code of Ordinances.

- 1) The application of the particular provision of the Zoning Ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public;*
- 2) That special conditions and circumstances exists which are peculiar to the land, structure, sign, or building involved and which are not applicable to the other land, structures, or buildings in the same district;*

- 3) *The literal interpretation of the provisions of the Zoning Ordinance would Deprive the applicant of rights commonly enjoyed by other properties within the same district under the terms of this Ordinance;*
- 4) *That the special conditions and circumstances do not result from the actions of the appellant'*
- 5) *That granting the variance requested will not confer on the appellant any special privileges that is denied by this Zoning Ordinance to other lands, structures or buildings in the same district;*
- 6) *That the request is limited to the extent necessary to alleviate the unnecessary hardship and not as a convenience to the appellant nor to gain any advantage or interest over similarly zoned properties;*
- 7) *Relief, if granted would be in harmony with, or, could be made in harmony with, the general purpose and intent of the Zoning Ordinance.*

IV. CONCLUSIONS OF LAW

The Director hereby makes the following conclusions:

1. The proposed rezoning from the AG-1 Agricultural District to the C-1 Limited Commercial District is in conformance with the Comprehensive Plan.
2. The proposed concurrent variances meet the hardship criteria and granting the variance requested will not confer on the appellant any special privileges that is denied by this Zoning Ordinance to other lands, structures or buildings in the same district.

V. RECOMMENDATION

Pursuant to the foregoing Findings of Fact, Analysis, and Conclusions, the Director of the Department of Community Development and Regulatory Affairs (CDRA) recommends **Approval** of Rezoning application Z23-007.

Pursuant to the foregoing Findings of Fact, Analysis, and Conclusions, the Director of the Department of Community Development and Regulatory Affairs (CDRA) recommends **Approval** of Concurrent Variance application CV23-002.

Planning Commission recommends **Approval Conditional** with the following recommended conditions:

1. That the development be limited to two (2) businesses.

Attachments

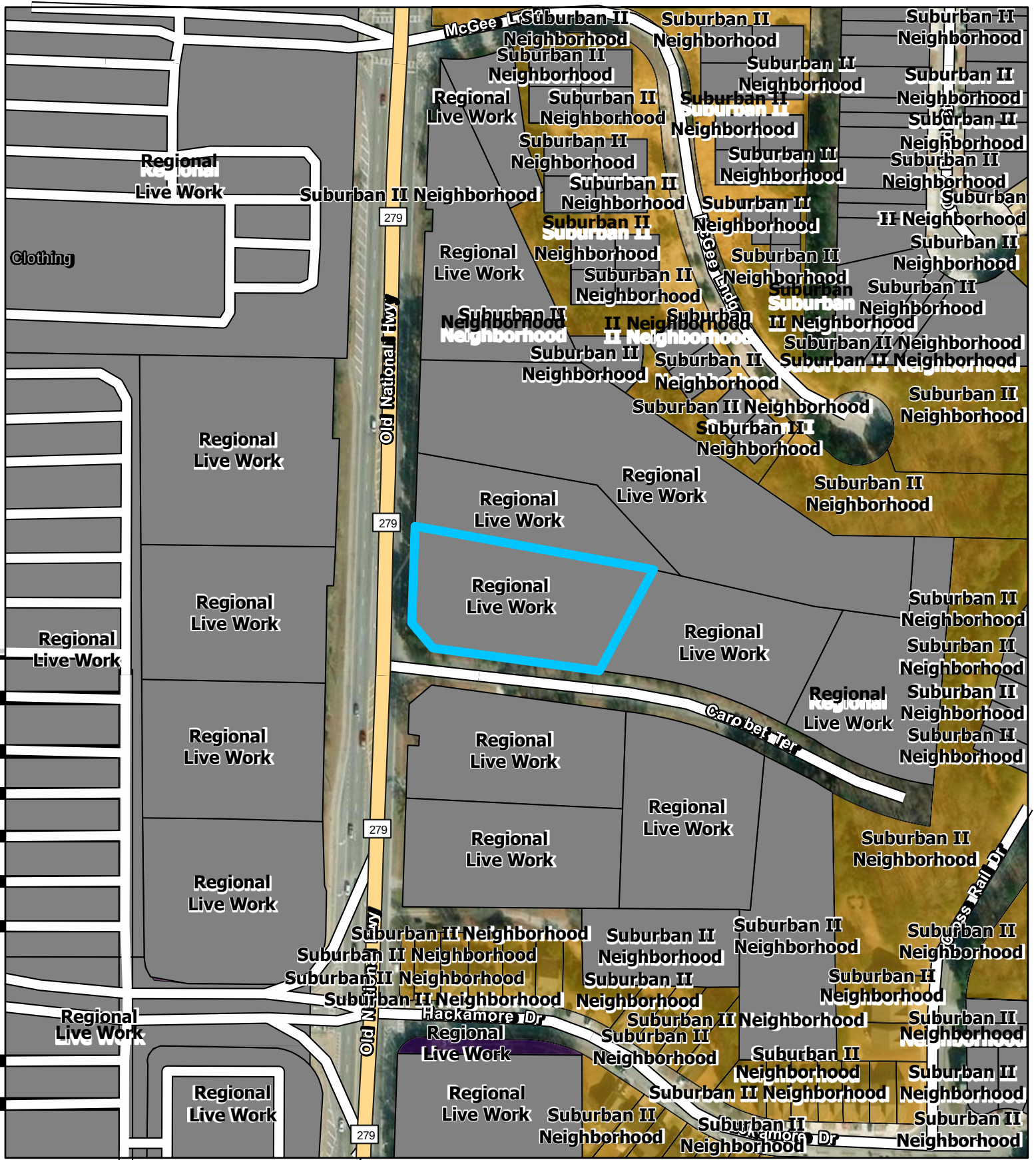
Attachment 1

Zoning Map

Future Development Map

Aerial Map

Site Plan

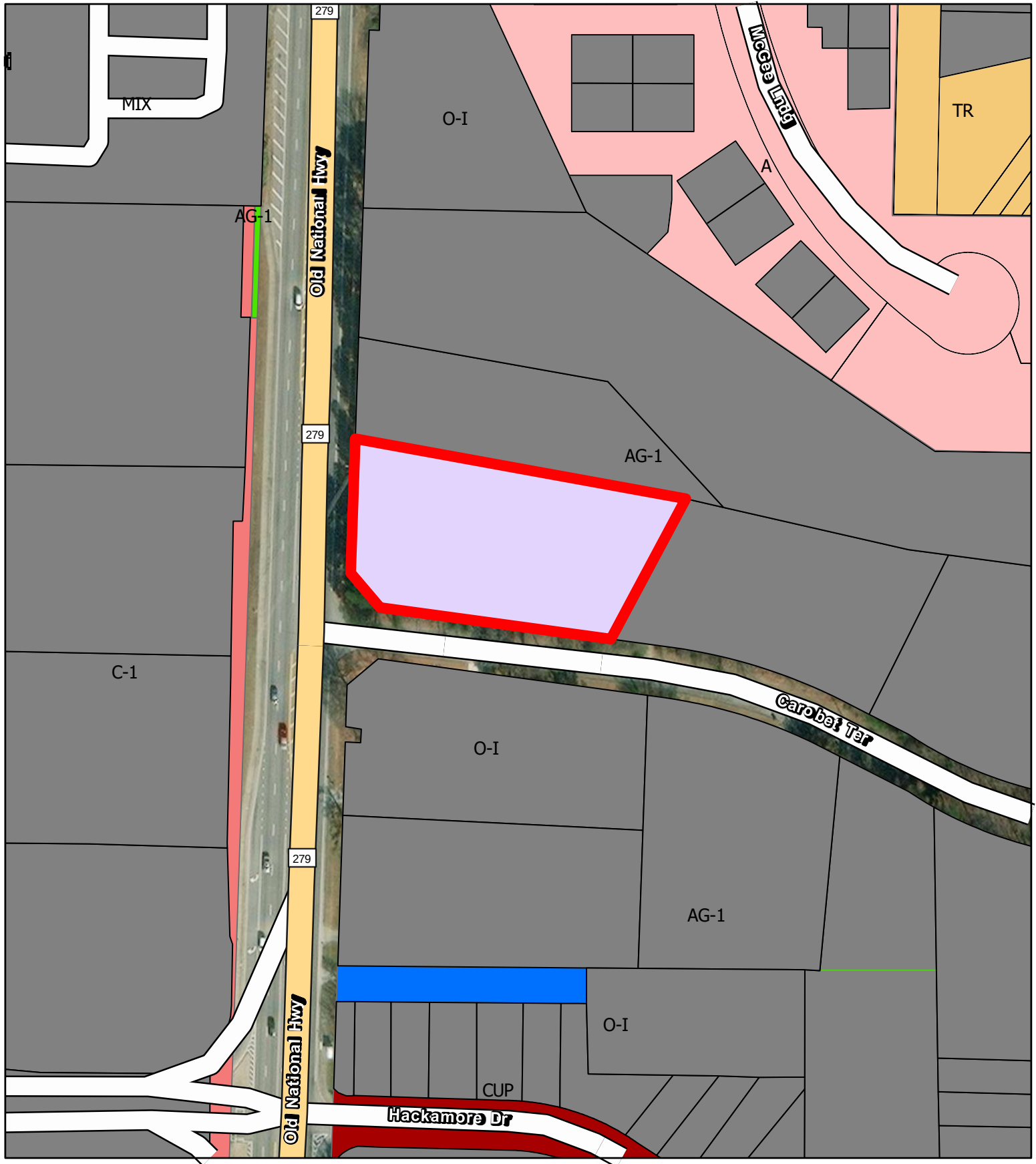


Old National Hwy & Carobet Ter -Future Land Use



Old National Hwy & Carobet Ter - Aerial Imagery

0 100 200 400 Feet



Old National Hwy & Carobet -Current Zoning

Attachment 2

Posted Sign

Public Participation Report



STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

Z23-007/CV23-002 - AN ORDINANCE TO REZONE A TOTAL OF 0.98 ACRES AT 0 OLD NATIONAL HWY (ID 13 0132 LL0443), FROM THE AG-1 (AGRICULTURAL DISTRICT/OLD NATIONAL HIGHWAY OVERLAY DISTRICT) TO C-1 (LIMITED COMMERCIAL DISTRICT/ OLD NATIONAL HIGHWAY OVERLAY DISTRICT); TO APPROVE CONCURRENT VARIANCES; AND FOR OTHER LAWFUL PURPOSES.

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

Section 1. That the Zoning Ordinance of the City of South Fulton be amended, and the maps established in connection therewith be hereby amended so that the following property at 0 Old National Highway (ID 13 0132 LL0443) be rezoned from AG-1 (Agricultural District/Old National Highway Overlay District) TO C-1 (Limited Commercial District/ Old National Highway Overlay District):

ALL THAT TRACT or parcel of land lying in Land Lots 132 and 133 of the 13th District of Fulton County, Georgia, more particularly described by the attached legal description and/or survey (Appendix “B”).

Section 2. If this amendment is approved under the provisions of Section 804.04 – “Conditions of approval”, and this Ordinance contains attached conditions of approval, building permits shall be issued only in compliance with the attached conditions.

Section 3. That the maps referred to, now on file in accordance with Sec. 205.01 of Appendix C of the Code of City of South Fulton, Georgia, be changed to conform with the terms of this ordinance.

Section 4. That the Concurrent Variances requested in accordance with Sec. 808.12 of Appendix C of the Code of Ordinances, be hereby granted, as listed in Appendix “C”.

Section 5. That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

[signatures and voting tabulations appear on the following page]

APPENDIX “A”

**Conditions for Z23-007
(0 Old National Highway, Parcel ID 13 0132 LL0443)**

- 1. That the development be limited to a maximum of two (2) businesses.**

APPENDIX "B"

Legal Description

ALL THAT TRACT or parcel of land lying and being in Land Lots 132 and 133 of the 13th District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin on the east side of Old National Highway 240.3 feet south of the intersection of the north line of Land Lot 132 with Old National Highway; running thence south along the east side of Old National Highway 150 feet to the intersection formed by the east side of Old National Highway and the north side of a street designated as "Future Street," (if said street lines were extended to form an angle instead of a curve);

running thence east along the north side of said "Future Street" 261.9 feet to an iron pin; thence running northeast along a line forming an interior angle of $107^{\circ}9'$ with the last run course, 156.2 feet to an iron pin; thence in a westerly direction along a line forming an interior angle of $72^{\circ}55'$ with the last run course, 321.9 feet to the east side of Old National Highway and the point of beginning, EXCEPTING from the above described property that portion thereof used in rounding the corner at the intersection of Old National Highway and said Future Street; being improved property known as No. 6330 Old National Highway, according to plat of survey for George L. Lumm, Jr., by Eston Pendley, Registered Surveyor, dated September 9, 1964.

APPENDIX “C”

CONCURRENT VARIANCES:

- 1. A reduction in the side (north) zoning buffer from 25' to 10'.**
- 2. A reduction in the side (north) improvement setback from 10' to 0'.**
- 3. A reduction in the rear (east) zoning buffer from 50' to 25 '.**
- 4. A reduction in the parking space requirement to allow for 29 total parking spaces.**

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 5:30 p.m. Z23-009: First Read of A Rezoning Ordinance for an Application by Kenneth Wilson to Rezone from AG-1 (Agricultural District) to M-1 (Light Industrial District) property located at 2888 Sullivan Road, College Park, GA 30337 (Parcel ID: 13 0062 LL0694).

DATE: September 26, 2023

SUBJECT: 5:30 p.m. Z23-009: First Read of A Rezoning Ordinance for an Application by Kenneth Wilson to Rezone from AG-1 (Agricultural District) to M-1 (Light Industrial District) property located at 2888 Sullivan Road, College Park, GA 30337 (Parcel ID: 13 0062 LL0694).

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Z23-009 Staff Report_9-9	Cover Memo	9/22/2023
Rezoning Ordinance - Z23-009 (Sullivan Road)	Cover Memo	9/22/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

SHARON SUBADAN
INTERIM CITY MANAGER



REGINALD B. MCLENDON
INTERIM DIRECTOR
COMMUNITY DEVELOPMENT AND
REGULATORY AFFAIRS

MEMORANDUM

TO: City Council

FROM: Department of Community Development and Regulatory Affairs
Planning & Zoning Division

SUBJECT: **Z23-009: 2888 Sullivan Road College Park GA 30337**

MEETING DATE: September 12, 2023

The applicant seeks a rezone from the AG-1 (Agricultural) zoning district to the M-1 (Light Industrial) zoning district. Council District 5.

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

APPLICATION INFORMATION

Applicant Information: Kenneth Wilson

Status of Applicant: Kenneth Wilson

City Council District(s): 5

Parcel ID Number: 13 0062 LL 069 4

Area of Property: 1.90 Acres

Existing Zoning: AG-1

Current/Past Use of the Property: The property is currently developed with a single family home.

Prior Zoning Cases/History: N/A

SPECIFIC INFORMATION**FINDINGS OF FACT****REQUEST**

The applicant requesting a rezone from AG-1 to M-1 for Industrial Purposes.

BACKGROUND

The property is zoned AG-1 (Agricultural District). The applicant is rezoning the parcel to M-1 to sell. The rezoning complies with the future comprehensive plan. The parcel is also surrounded by a different jurisdiction (College Park).

PROPERTY LOCATION

The property is located on south side of Sullivan Road land lying and being in land lot 62 of the 13th district of Fulton County, Georgia being part of lot 5, Sewell acres subdivision, as per plat recorded in plat book 20, page 57, Fulton County, Georgia records. The property is located in Council District 5.

2021 COMPREHENSIVE PLAN LAND USE DESIGNATION

The subject property has a future land use designation of Industrial Zone within the 2021 South Fulton Comprehensive Plan.

ADJACENT ZONING AND LAND USES

North: M-1 (Apartment Dwelling District) Inactive Zoning
South: M-1 (Light Industrial District) (Different Jurisdiction)
East: M-1 (Light Industrial District) (Different Jurisdiction)
West: M-1 (Light Industrial District) (Different Jurisdiction)

APPLICABLE CODE REQUIREMENTS

N/A

COMMUNITY AND PROPERTY OWNERS NOTIFICATION/COMENTS

Per the requirements of Section 803.05, a Community Zoning Information Meeting was held virtually on Monday, August 7, 2023, at 6:00pm. At this meeting basic information regarding the rezoning process was shared by staff while the Applicant shared that his property is surrounded by industrial uses, primarily parking lots, and is completely surrounded by properties in College Park, GA..

Staff placed the required notice of public hearing in The Daily Report on August 8, 2023, to notify the public that Case V23-009 would be heard at the Planning Commission Meeting on August 23, 2023, and at the City Council Public Hearing on September 12, 2023.

Staff placed a notification sign in front of the subject property on August 3, 2023, to notify the surrounding community of the aforementioned hearing dates.

The Applicant was given the addresses within one-quarter mile of the subject property for the purposes of hosting their own community meeting. (Attachment 2)

Standard of review for proposed rezoning (City Code, Appendix C, Sec. 803.06):

1) The suitability of the subject property for the zoned purposes;

Surrounding properties are in another jurisdiction, beside the property north across the street which is zoned A-1 (Apartment Dwelling District). The properties to the north are also separated from this property by Sullivan Road, the CSX railway (and its surrounding rights-of-way), and Roosevelt Highway.

2) The extent to which the property values of the subject property are diminished by the particular zoning restrictions;

Property values are not diminished by the current zoning.

3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;

Property values are not diminished by the current zoning.

4) The relative gain to the public as compared to the hardship imposed upon the individual property owner;

Staff does not anticipate any hardship to the property owner.

5) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property;

The property is not vacant and is improved with a single family home.

6) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

The zoning will permit a use that is suitable for development of adjacent and nearby properties.

7) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The proposal will not affect the use or usability of nearby property.

8) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

The property has reasonable economic use as currently zoned.

9) Whether the zoning proposal will result in a use which will or could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools;

The Zoning proposal will not cause any excessively burdensome use of existing streets transportation facilities, utilities, or schools.

10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;

The zoning proposal is conformity with the comprehensive plan. The rezoning to M-1 (Light Industrial) will conform to the future land use development map.

11) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal;

Staff is unaware of any existing or changing conditions affecting the use of the property.

12) Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of South Fulton.

The zoning proposal will not permit an environmentally adverse use.

PUBLIC PARTICIPATION

The public participation held on Friday August 14th via zoom.

STAFF COMMENTS

Engineering: Requested information, none provided.

Arborist: Requested information, none provided.

Environmental: Requested information, none provided.

Public Works: Requested information, none provided.

Transportation: Requested information, none provided.

MARTA: Requested information, none provided.

Fulton County Health Department: Requested information, none provided.

Fulton County Schools: Requested information, none provided.

Fire: Requested information, none provided.

Legal: Requested information, none provided.

STAFF RECOMMENDATION: APPROVAL

The request by the applicant is reasonable based on the industrial uses in the area.

The zoning proposal is in conformity with the comprehensive plan.

PREPARED BY: Akeenan Bridges, Planner,

REVIEWED BY: Reginald McClendon, Director, CDRA

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

Z23-009 - A RESOLUTION TO REZONE 1.90+/- ACRES OF LAND, LOCATED AT 2888 SULLIVAN ROAD (PARCEL ID 13 0062 LL069-4), FROM AG-1 (AGRICULTURAL DISTRICT) ZONING DISTRICT TO THE M-1 (LIGHT INDUSTRIAL DISTRICT) ZONING DISTRICT: AND FOR OTHER LAWFUL PURPOSES.

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

Section 1. That the Zoning Ordinance of the City of South Fulton be amended, and the maps established in connection therewith be hereby amended so that the following property at 2888 Sullivan Road (Parcel ID 13 0062 LL069-4), be rezoned from AG-1 (Agricultural District) TO THE M-1 (Light Industrial District):

ALL THAT TRACT or parcel of land lying in Land Lot 62 of the 13th District of Fulton County, Georgia, more particularly described by the attached legal description and/or survey.

Section 2. If this amendment is approved under the provisions of Section 804.04 – “Conditions of approval”, and this Ordinance contains attached conditions of approval, building permits shall be issued only in compliance with the attached conditions.

Section 3. That the maps referred to, now on file in accordance with Sec. 205.01 of Appendix C of the Code of City of South Fulton, Georgia, be changed to conform with the terms of this ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

[signatures and voting tabulations appear on the following page]

Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 62 OF THE 13TH DISTRICT OF FULTON COUNTY, GEORGIA, BEING PART OF LOT 5, SEWELL ACRES SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 20, PAGE 57, FULTON COUNTY, GEORGIA RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT WHERE SOUTHEASTERN RIGHT OF WAY OF SULLIVAN ROAD (60 FOOT RIGHT OF WAY) INTERSECTS WITH WESTERN RIGHT OF WAY OF JOSEPHINE DRIVE, THENCE RUN IN THE SOUTHWESTERLY DIRECTION ALONG SOUTHEASTERN RIGHT OF WAY OF SULLIVAN ROAD A DISTANCE 126.0 FEET TO A PK FOUND, AND THE TRUE POINT OF BEGINNING,

FROM THE TRUE POINT OF BEGINNING BEING ESTABLISHED THENCE LEAVING SAID RIGHT OF WAY OF SULLIVAN ROAD RUN IN THE SOUTHERLY DIRECTION SOUTH 00 DEGREES 18 MINUTES 06 SECONDS WEST A DISTANCE OF 677.57 FEET TO A 0.5" RBS, THENCE RUN SOUTH 82 DEGREES 26 MINUTES 27 SECONDS WEST A DISTANCE OF 126.03 FEET TO A 0.5" RBF DISTURBED,

THENCE RUN NORTH 00 DEGREES 16 MINUTES 17 SECONDS EAST A DISTANCE OF 681.11 FEET TO A 0.5" RBF WITH CAP, LOCATED ON SOUTHEASTERN RIGHT OF WAY OF SULLIVAN ROAD,

THENCE RUN IN THE NORTHEASTERLY DIRECTION ALONG SOUTHEASTERN RIGHT OF WAY OF SULLIVAN ROAD NORTH 84 DEGREES 03 MINUTES 31 SECONDS WEST A DISTANCE OF 125.95 FEET TO A PK FOUND, AND THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 1.949 ACRES.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 5:35 p.m. Z23-010: First Read of A Rezoning Ordinance for an Application by Randy Arnold Jr, requesting to Rezone from AG-1 (Agricultural District) and SUB A (Suburban A Single-Family District) to MIX (Mixed Use District) property located at 5425 and 5445 Buffington Road, South Fulton, GA 30349 (Parcel ID: 13 0096 LL0280 and 13 0096 LL0033).

DATE: September 26, 2023

SUBJECT: 5:35 p.m. Z23-010: First Read of A Rezoning Ordinance for an Application by Randy Arnold Jr, requesting to Rezone from AG-1 (Agricultural District) and SUB A (Suburban A Single-Family District) to MIX (Mixed Use District) property located at 5425 and 5445 Buffington Road, South Fulton, GA 30349 (Parcel ID: 13 0096 LL0280 and 13 0096 LL0033).

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Z23-010 Staff Report_updated_9-9	Cover Memo	9/22/2023
Rezoning Ordinance - Z23-010 (Buffington Road)	Cover Memo	9/22/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

SHARON SUBADAN INTERIM
CITY MANAGER



REGINALD B. MCLENDON
INTERIM DIRECTOR
COMMUNITY DEVELOPMENT AND
REGULATORY AFFAIRS

UPDATED MEMORANDUM

TO: South Fulton Mayor & City Council

FROM: Department of Community Development and Regulatory Affairs
Planning & Zoning Division

SUBJECT: **Z23-010: 5425 AND 5445 Buffington Road, Atlanta, GA 30349**

MEETING DATE: September 12, 2023

The applicant is requesting to rezone from the AG-1 (Agricultural) & SUB-A (Single Family Dwelling District) zoning districts to MIX (Mixed Use District) zoning district to develop a church / recreation center and townhouse community on 3.521 acres of land.

STAFF RECOMMENDATION: DENIAL

PLANNING COMMISSION RECOMMENDATION: DEFERRAL

APPLICATION INFORMATION

Applicant Information:	Dr. Randy L. Arnold
Status of Applicant:	Applicant
City Council District(s):	5
Parcel ID Number:	130096 LL0280 & 130096 LL0033
Area of Property:	3.521 Acres
Existing Zoning:	AG-1 (Agricultural District) & SUB-A (Single Family Dwelling District)
Current/Past Use of the Property:	The property is currently developed with a religious worship facility.
Prior Zoning Cases/History:	1957Z-0035 Rezoning from AG-1 (Agricultural) to Suburban A.

SPECIFIC INFORMATION**REQUEST**

The applicant is requesting to rezone from AG-1 (Agricultural District) & SUBA (Single family Dwelling District) to MIX (Mixed Use District).

BACKGROUND

The properties are zoned AG-1 (Agricultural) and SUB-A (Single Family Dwelling District). The applicant is requesting to rezone to MIX to operate a church and townhouse community. The property will consist of 20 townhouse units. The townhouse development will include a pool and 800 square foot club house. The townhouse development includes 46 parking spaces (40 garage spaces and 6 spaces reserved for pool and club house). The development plan also includes a 32,000 square foot church building / recreation center with 93 dedicated parking spaces. The church is proposed to have 250 seats.

PROPERTY LOCATION

The property consists of two separate parcels located on east side of Buffington Road lying and being in Land Lot 96 of the 13th District of originally Campbell now Fulton County, Georgia, per plat recorded in deed book 50370, page 29854, Fulton County, Georgia records. The property is located in Council District 5.

2021 COMPREHENSIVE PLAN LAND USE DESIGNATION

The subject property has a future land use designation of Suburban II within the 2021 South Fulton Comprehensive Plan.

ADJACENT ZONING AND LAND USES

North: M-1 (Light Industrial District)

South: CUP (Community Unit Plan District)

East: Different Jurisdiction

West: CUP (Community Unit Plan District) & AG-1 (Agricultural District)

COMMUNITY AND PROPERTY OWNERS NOTIFICATION/COMMENTS

Per the requirements of Section 803.05, a Community Zoning Information Meeting was held virtually on Monday, August 7, 2023, at 6:00pm.

Staff placed the required notice of public hearing in The Daily Report on August 8, 2023, to notify the public that Case V23-009 would be heard at the Planning Commission Meeting on August 23, 2023, and at the City Council Public Hearing on September 12, 2023.

Staff placed a notification sign in front of the subject property on August 3, 2023, to notify the surrounding community of the aforementioned hearing dates.

The Applicant was given the addresses within one mile of the subject property for the purposes of hosting their own community meeting.

APPLICABLE CODE REQUIREMENTS

N/A

SITE MAPS

See attached.

Standard of review for proposed rezoning (City Code, Appendix C, Sec. 803.06):

1) The suitability of the subject property for the zoned purposes;

The property does not support the size and intensity of the proposed use. However, the zoning district is supported by the Future Land Use Map.

2) The extent to which the property values of the subject property are diminished by the particular zoning restrictions;

Property values are not diminished by the current zoning.

3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;

While a higher density zoning designation will, as a matter of course, create a higher property value, the current zoning of AG-1 & SUB-A (Agricultural District) does not diminish the unimproved property value.

4) The relative gain to the public as compared to the hardship imposed upon the individual property owner;

Staff does not anticipate any hardship to the property owner.

5) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property;

Staff has no knowledge of any prior development on the property.

6) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

The zoning will not permit a use that is suitable for development of adjacent and nearby properties.

7) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The proposal will not affect the use or usability of nearby property.

8) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

The property does not has reasonable economic use as currently zoned.

9) Whether the zoning proposal will result in a use which will or could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools;

The Zoning proposal will not cause any excessive burdensome use of existing street, transportation facilities, utilities, or schools.

10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;

The zoning proposal is not in conformity with the comprehensive plan. While the MIX zoning district is compatible with the Future Land Use, the proposed development is not considered by staff to be a true mixed-use development.

11) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal;

Staff is unaware of any existing or changing conditions affecting the use of the property.

12) Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of South Fulton.

The zoning proposal will not permit an environmentally adverse use.

STAFF RECOMMENDATION

The rezoning does not support the future development in the City of South Fulton 2021 Comprehensive Plan. The future land use designation of the property is Suburban II.

The Suburban Neighborhood Character Area intends to provide a wide diversity of housing types and affordability in the City of South Fulton while preserving the surrounding natural, agricultural, and rural areas. The area is further subdivided into two levels, Suburban I and Suburban II, which represent a transitional density from the less intense uses near rural areas to the more intensive suburban uses that are older and have a higher density.

The Suburban Neighborhoods are located closest to urbanized areas and are comprised of medium-density residential housing. Included in this area are the communities of Sandtown, Cascade, Old National, and portions of Cliftondale. Public infrastructure is available. This Character Area has the highest percentage of existing developed land.

Other types of development allowed in Suburban Neighborhood include civic uses such as schools, places of worship, community centers, and facilities. Within the Suburban II Neighborhood, Character mixed use developments may be allowed to encourage redevelopment of older areas.

The Suburban II Character Area supports the following zoning districts: R-3, R-3A, R-4, R-4A, R-5, R-5A, TR, MIX, NUP. The MIX (Mixed Use Plan) zoning district is supported in the Suburban II Character Area.

The MIX (Mixed Use District) district is described in the South Fulton Zoning Code as follows:

- (1) Intent. The MIX District is intended to encourage flexible, innovative and creative concepts in site planning and efficient use of land and to provide a stable multiple use environment compatible with surrounding uses. The MIX District is particularly encouraged in areas designated by the Comprehensive Plan Future

Land Use Map as suitable for commercial (including retail, service commercial and office) uses and in Live-Work corridors.

- (2) Allowed uses. See Table 2-4 of this Article for allowed Principal Uses and restrictions that apply to particular uses. The MIX District also mandates a residential component of single-family dwellings, duplexes, triplexes, quadruplexes, townhouses, multifamily dwellings or any combination thereof along with at least two of the following: commercial, office or institutional uses.

The Mixed-Use District mandates two (2) commercial, office, or institutional uses. While a religious worship facility is an institutional use, the proposed development does not include another separate commercial, office, or institutional use, as is mandated by the Zoning Code. Staff does not consider the inclusion of a recreational center within the footprint of the worship center to be in line with the mandate for two (2) commercial, office, or institutional uses within a Mixed-Use District.

Further, the proposal only includes 93 parking spaces that are not dedicated to the residential use. Six (6) of those spaces are reserved for the pool and club house. The Zoning code requires one (1) parking space per 3.5 seats for a religious institution. A 250-seat church would require 71 parking spaces.

Additionally, the church will include a recreational use. The site plan indicates that the “proposed church and rec area” will be 32,000 square feet. For indoor recreational facilities, the Zoning code requires 5 spaces per 1,000 square feet. The parking requirement for the recreational portion of the use is 160 spaces.

The zoning code allows for approval of shared parking requirements in conjunction with a rezoning:

Sec. 603.01. - Approval with rezoning.

The standards for shared parking in this Section may be utilized for any of the combinations of uses shown under Section 603.03 below on any number of mixed-use or multi-tenant properties when approval is reflected in the conditions of zoning for each such property.

Further, Section 603.03 outlines the standards for determining shared parking requirements. Staff has included the entire code section below, including the example provided in City code:

Sec. 603.03. Shared parking calculations.

- (a) The standards for determining shared parking requirements are:
 - (1) Determine the minimum amount of parking required for each separate use.
 - (2) Multiply each parking requirement by the corresponding percentage for each of the time periods given below.
 - (3) Calculate the column total parking requirement for each time period.
 - (4) The largest column total is the shared parking requirement.

	Weekdays		Weekends		Nighttime
Use	6am—5pm	5pm—1am	6am—5pm	5pm—1am	1am—6am
Office	100%	10%	10%	5%	5%
Retail	60%	90%	100%	70%	5%
Hotel	75%	100%	75%	100%	75%
Restaurant	50%	100%	100%	100%	10%
Entertainment/Recreational	40%	100%	80%	100%	10%
Place of Worship	50%	50%	100%	100%	10%

(b) Example.

- (1) Properties proposed for individual uses would require the following number of parking spaces:
 - a. Office = 300 spaces
 - b. Retail = 280 spaces
 - c. Entertainment = 100 spaces
 - d. Total = 680 spaces
- (2) Properties proposed for multiple uses under the provisions for shared parking would require the following number of parking spaces:

	Weekdays		Weekends		Nighttime
Use	6am—5pm	5pm—1am	6am—5pm	5pm—1am	1am—6am
Office	300	30		15	—
Retail	168	252	280	196	14
Hotel	—	—	—	—	—
Restaurant	—	—	—	—	—
Entertainment/Recreational	40	100	80	100	10
Place of Worship	—	—	—	—	—
Total	508	382	390	311	39

- (3) Thus, 508 spaces would be needed for this development, a reduction of 172 spaces or 25 percent.

Using the requirements stated above, the shared parking requirement for the proposed development would be 231 parking spaces. The parking calculation was determined based on the chart below:

	Weekdays		Weekends		Nighttime
Use	6am—5pm	5pm—1am	6am—5pm	5pm—1am	1am—6am
Office	-	-		-	-
Retail	-	-	-	-	-
Hotel	-	-	-	-	-
Restaurant	-	-	-	-	-
Entertainment/Recreational	64	160	128	160	16
Place of Worship	35.5	35.5	71	71	7.1
Total	99.5	195.5	199	231	23.1

Ninety three (93) parking spaces for the church / recreational center use is well below the required shared parking requirements. Staff notes that because the church / recreational building is still conceptual, and therefore it is impossible to accurately calculate the parking requirement. However, even if the recreation use only occupied 25% of the structure, the shared parking requirement would still be 111 spaces, well above the 93 spaces provided.

Staff recommends **DENIAL** based on these factors.

PLANNING COMMISSION RECOMMENDATION: DEFERRAL

PREPARED BY: Reginald McClendon, Director, CDRA

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

Z23-010 - A RESOLUTION TO REZONE 3.521 ACRES OF LAND, LOCATED AT 5425 AND 5445 BUFFINGTON ROAD (PARCEL ID 130096 LL0280 & 130096 LL0033), FROM THE AG-1 (AGRICULTURAL DISTRICT) ZONING DISTRICT AND THE SUB-A (SINGLE FAMILY DWELLING DISTRICT) ZONING DISTRICT TO THE MIX (MIXED USE DISTRICT) ZONING DISTRICT: AND FOR OTHER LAWFUL PURPOSES.

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

Section 1. That the Zoning Ordinance of the City of South Fulton be amended, and the maps established in connection therewith be hereby amended so that the following property at 5425 And 5445 Buffington Road (Parcel Id 130096 L10280 & 130096 L10033), From The Gg-1 (Agricultural District) Zoning District And The SUB-A (Single Family Dwelling District) Zoning District To The MIX (Mixed Use District) Zoning District:

All that tract or parcel of land lying and being in Land Lot 96 of the 13th District of originally Campbell now Fulton County, Georgia, and more particularly described by the attached legal description and/or survey.

Section 2. If this amendment is approved under the provisions of Section 804.04 – “Conditions of approval”, and this Ordinance contains attached conditions of approval, building permits shall be issued only in compliance with the attached conditions.

Section 3. That the maps referred to, now on file in accordance with Sec. 205.01 of Appendix C of the Code of City of South Fulton, Georgia, be changed to conform with the terms of this ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

[signatures and voting tabulations appear on the following page]

Legal Description

All that tractor parcel of land lying and being in Land Lot 96 of the 13th District of originally Campbell now Fulton County, Georgia, and more particularly described as follows:

Beginning at a point in the center of Red Oak Road, formerly called Buffington Road, five hundred thirty (530) feet south from the north line of said Land Lot as measured along the center of said road; thence running south along the center of said road one hundred fifty (150) feet; thence running west five hundred fifty (550) feet, more or less, to a point; running thence north two hundred eighty-five (285) feet, more or less; thence running east four hundred (400) feet, more or less; thence running south one hundred five (105) feet, more or less; thence running east one hundred fifty (150) feet, more or less, to the point of beginning, being improved property having a house thereon known as 5445 Buffington Road, College Park, Georgia, according to the present system of numbering in Fulton County, Georgia, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

TOGETHER WITH :

All that tractor parcel of land lying and being in Land Lot 96 of the 13th District of originally Campbell now Fulton County, Georgia, and more particularly described as follows:

Beginning at a point on the west side of Buffington Road (sometimes known as Red Oak Road) 425 feet south as measured along the west side of Buffington Road from the intersection of the west side of Buffington Road with the north line of Land Lot 96; thence running south along the west side of Buffington Road 105 feet to a point; thence running west 150 feet to a point; thence running north 105 feet to a point; thence running east 150 feet to a point, which is the point of beginning; and being known as 5425 Buffington Road, College Park, Georgia 30349, according to the present system of numbering in Fulton County, Georgia, together with all fixtures and personal property attached to and constituting part of said property, and replacements and additions.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 5:40 p.m. Z23-011: Second Read and Request Approval of An Ordinance to Rezone from R-3 (Single Family Dwelling District) to R-5A (Single Family Dwelling District) property located at 0 Estes Drive

DATE: September 26, 2023

SUBJECT: 5:40 p.m. Z23-011: Second Read and Request Approval of An Ordinance to Rezone from R-3 (Single Family Dwelling District) to R-5A (Single Family Dwelling District) property located at 0 Estes Drive

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Rezoning Ordinance - Z23-017 - 0 Estes Road - Amended	Cover Memo	9/22/2023
Z23-011 Staff Report_9-9	Cover Memo	9/22/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

AMENDMENT

Z23-011 – AN AMENDED ORDINANCE TO REZONE 10.96 ACRES OF LAND LOCATED ON THE SOUTH SIDE OF ESTES DRIVE (PARCEL ID 130096 LL0561), FROM R-3 (SINGLE FAMILY DWELLING) TO R-5A (SINGLE FAMILY DWELLING); AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Case Z22-017, a request to rezone 0 Estes Road (the “subject Property”), filed in August, 2022, and processed in accordance with Section 803 of the City of South Fulton Zoning Ordinance; and

WHEREAS, on January 24, 2023, the City Council of the City of South Fulton, Georgia, vote unanimously to deny the application to rezone the Subject Property; and

WHEREAS, pursuant to litigation (Fulton County Superior Court Case No. 2021CV354216), the City’s current R-3 zoning was held to be unconstitutional.

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

Section 1. That the Zoning Ordinance of the City of South Fulton be amended, and the maps established in connection therewith be hereby amended so that the following property, on the south side of Estes Drive (Parcel ID 130096 LL0561), be rezoned from R-3 (Single Family Dwelling) To R-5A (Single Family Dwelling):

ALL THAT TRACT or parcel of land lying in the City of South Fulton and being in Land Lot 96 of the 13th District of Fulton County, Georgia, more particularly described by the attached legal description and/or survey.

Section 2. If this amendment is approved under the provisions of Section 804.04 – “Conditions of approval”, and this Ordinance contains attached conditions of approval, building permits shall be issued only in compliance with the attached conditions.

Section 3. That the maps referred to, now on file in accordance with Sec. 205.01 of Appendix C of the Code of City of South Fulton, Georgia, be changed to conform with the terms of this ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

[signatures and voting tabulations appear on the following page]

Attachment "A"

Legal Description

All that tract or parcel of land lying in the City of South Fulton and being in Land Lot 96 of the 13th District of Fulton County, Georgia, and being more particularly described as follows:

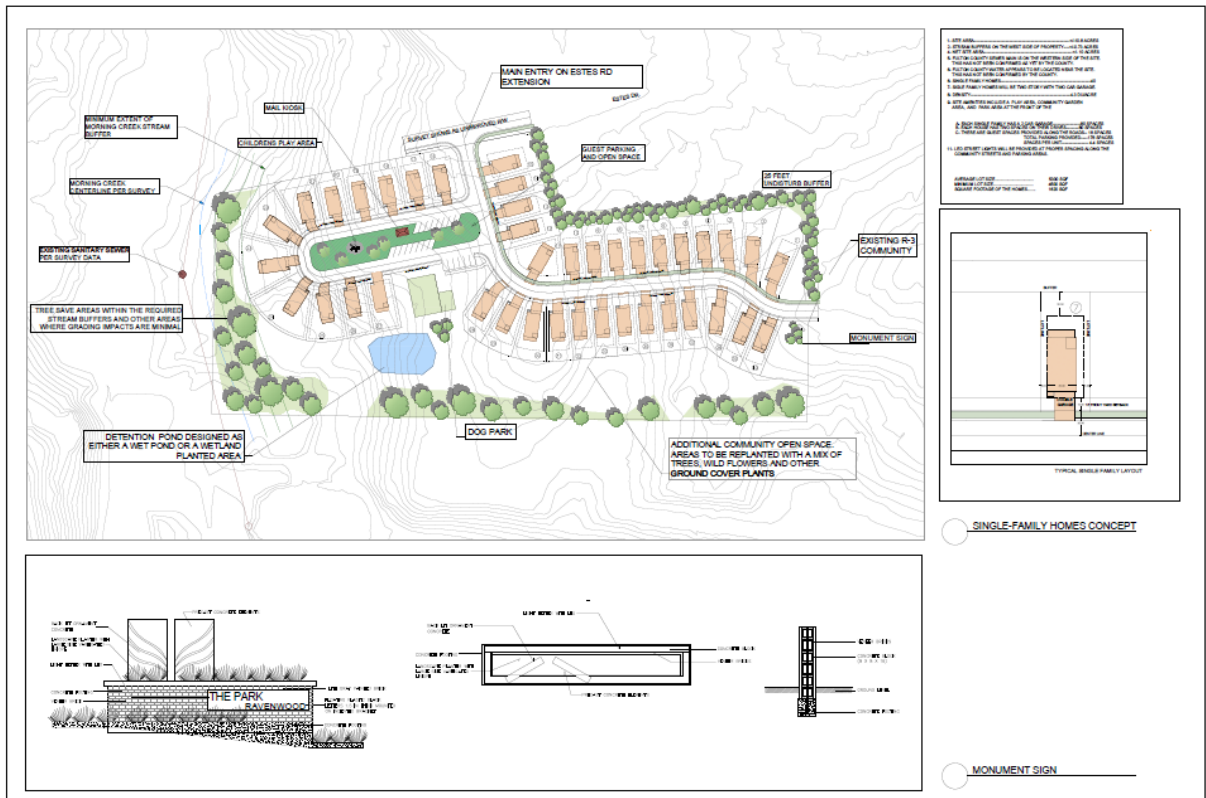
Beginning at a point on Southerly right-of-way of Estes Drive (50 foot right-of-way), said point being 1590.00 feet westerly from the intersection of the West side of Buffington Road (60 foot right-of-way) and the South side of Estes Drive (50 foot right-of-way); thence leaving said right-of-way and running South 15 degrees 16 minutes 55 seconds East 155.37 feet to a 1 inch open top pipe found; running thence North 83 degrees 18 minutes 23 seconds East 457.86 feet to an iron pin set; running thence South 03 degrees 05 minutes 32 seconds East 197.60 feet to an iron pin set; running thence South 20 degrees 47 minutes 29 seconds West 53.58 feet, and crossing Ravens Woods Drive (50 foot right-of-way) to a 1/2 inch iron pin found; running thence South 00 degrees 30 minutes 07 seconds East 180.65 feet to an iron pin set; running thence South 89 degrees 30 minutes 00 seconds West 1078.57 feet to a 3 inch open top pin with nail located on the Westerly Land Lot line of Land Lot 96; running thence Northerly along the Westerly Land Lot line of Land Lot 96 North 00 degrees 01 minutes 17 seconds East 408.67 feet to an iron pin set; running thence North 77 degrees 48 minutes 54 seconds East 603.26 feet to a point on the Southerly right-of-way of Estes Drive and the True Point of Beginning; according to a Boundary Survey done by JF Higgins Land Surveying, P.C. for Clint Fishburne dated May 21, 2003 and signed by Jaime F. Higgins, G.R.L.S #2802, and is herein incorporated for reference.

Attachment “B”

**CONDITIONS FOR Z23-011
(PARCEL ID 130096 LL0561)**

1. The Parcel listed in Attachment “A” (“Subject Parcel”) shall be developed substantially in accordance with the plan attached hereto as Attachment “C”. Minor changes to the approved site plan may be authorized by the Director of the Department of Community Development & Regulatory Affairs.
2. The Subject Parcel is limited to no more than 40 single family detached homes.
3. The final development plat and the individual deeds must contain a disclosure that the property is in the proximity of an existing active quarry.
4. A 20-foot undisturbed buffer must be maintained between the Subject Parcel and all surround properties currently zoned R-3.
5. Prior to the issuance on a land disturbance permit, developer must submit to the City of South Fulton an environmental impact study and an air quality study, and that all recommendations as a result of those studies must be implemented into the development plan prior to the issuance of any building permits.

Attachment "C"



GOVERNMENT OF THE CITY OF SOUTH FULTON

SHARON SUBADAN
INTERIM CITY MANAGER



REGINALD B. MCLENDON
INTERIM DIRECTOR
COMMUNITY DEVELOPMENT AND
REGULATORY AFFAIRS

MEMORANDUM

TO: City Council

FROM: Department of Community Development and Regulatory Affairs
Planning & Zoning Division

SUBJECT: **Z23-011: 0 Estes Road**

MEETING DATE: September 12, 2023

The applicant seeks a rezoning from R-3 (Single-Family Dwelling) to R-5A (Single-Family Dwelling) for the purpose of building 40 single family detached homes on 10.96 acres of land.

STAFF RECOMMENDATION: APPROVAL CONDITIONAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL CONDITIONAL

APPLICATION INFORMATION

Applicant Information: City Initiated Rezoning

Status of Applicant:

City Council District(s): 5

Parcel ID Number: 130096 LL0561

Area of Property: 10.960 Acres

Existing Zoning: R-3 (Single Family Dwelling District)

Current/Past Use of the Property: The property is currently undeveloped.

Prior Zoning Cases/History: Z22-017: The prior application was denied by City Council on 1/25/2023.

SPECIFIC INFORMATION

FINDINGS OF FACT**REQUEST**

The ordinance seeks a rezoning from R-3 (Single-Family Dwelling) to R-5A (Single-Family Dwelling).

BACKGROUND

The City of South Fulton City Council voted to deny a rezoning application for Proterra Development LLC (Case Number Z21-011) on July 27, 2021. The request was to rezone from R3 (Single-Family Dwelling) to Townhome Residential (TR). The original development included the construction of 54 townhome units, with a proposed density of approximately 4.93 DU/acre. The project site is 10.96 acres, located south of Estes Dr., north of Sable Run Rd. and west of Buffington Rd. in District 5.

The City Council again voted to deny a rezoning application (Case No. Z22-017) on January 25, 2023. This request was to rezone the property from R-3 (Single Family Dwelling District) to R-5A (Single Family Dwelling) Zoning District to construct 46 detached single-family homes.

The applicant entered into litigation with the City following the denial of Case No. Z21-011 in which the applicant sought a ruling that the City's R-3 zoning designation is unconstitutional. The case was litigated and went to trial in February, 2023. The Court held that the City's

continued enforcement of its R-3 zoning on this property is unconstitutional and ordered the City to rezone the parcel to a constitutional zoning. The City appealed the ruling but the Georgia Supreme Court declined to hear the appeal in April, 2023.

PROPERTY LOCATION

The property is located to the west and south of Estes Road on ad land lying and being in land lot 96 of the 13th district of Fulton County, Georgia, as per deed recorded in deed book 63807, page 519, Fulton County, Georgia records. The property is located in Council District 5.

2021 COMPREHENSIVE PLAN LAND USE DESIGNATION

The subject property has a future land use designation of Agricultural Neighborhood within the 2021 South Fulton Comprehensive Plan.

ADJACENT ZONING AND LAND USES

North: M-1 (Apartment Dwelling District) Inactive Zoning
South: M-1 (Light Industrial District) (Different Jurisdiction)
East: M-1 (Light Industrial District) (Different Jurisdiction)
West: M-1 (Light Industrial District) (Different Jurisdiction)

APPLICABLE CODE REQUIREMENTS

N/A

Standard of review for proposed rezoning (City Code, Appendix C, Sec. 803.06):

1) The suitability of the subject property for the zoned purposes;

The adjacent properties are zoned and being used as single-family residential with different densities. The proposed zoning will permit a use that is suitable and compatible with adjacent properties.

2) The extent to which the property values of the subject property are diminished by the particular zoning restrictions;

Property values are not diminished by the current zoning.

3) The extent to which the destruction of property values of the subject property promotes the health, safety, morals or general welfare of the public;

Property values are not diminished by the current zoning.

4) The relative gain to the public as compared to the hardship imposed upon the

individual property owner;

Staff does not anticipate any hardship to the property owner.

5) The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property;

While the property has remained vacant, it is not certain that the property is vacant based on the City's current zoning designation.

6) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

The zoning will permit a use that is suitable for development of adjacent and nearby properties.

7) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The proposal will not affect the use or usability of nearby property.

8) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

The property has reasonable economic use as currently zoned.

9) Whether the zoning proposal will result in a use which will or could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools;

The Zoning proposal will not cause any excessively burdensome use of existing streets transportation facilities, utilities, or schools.

10) Whether the zoning proposal is in conformity with the policies and intent of the Comprehensive Plan;

The zoning proposal is not in conformity with the 2021 Comprehensive Plan.

11) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal;

Staff is unaware of any existing or changing conditions affecting the use of the property.

12) Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of South Fulton.

The zoning proposal will not permit an environmentally adverse use.

STAFF RECOMMENDATION: APPROVAL CONDITIONAL

Staff recommends approval based on the order of the Fulton County Superior Court in Case No. 2021CV354216.

Recommended Conditions:

1. The Parcel listed in Attachment “A” (“Subject Parcel”) shall be developed substantially in accordance with the submitted site plan. Minor changes to the approved site plan may be authorized by the Director of the Department of Community Development & Regulatory Affairs.
2. The Subject Parcel is limited to no more than 40 single family detached homes.
3. The final development plat and the individual deeds must contain a disclosure that the property is in the proximity of an existing active quarry.
4. A 20-foot undisturbed buffer must be maintained between the Subject Parcel and all surround properties currently zoned R-3.

PLANNING COMMISSION RECOMMENDATION: APPROVAL CONDITIONAL**Recommended Conditions:**

1. Prior to the issuance on a land disturbance permit, developer must submit to the City of South Fulton an environmental impact study and an air quality study, and that all recommendations as a result of those studies must be implemented into the development plan prior to the issuance of any building permits.

PREPARED BY: Reginald McClendon, Director, CDRA

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Mayor/Council Proclamations for Spreading on the Minutes

DATE: September 26, 2023

SUBJECT: Mayor/Council Proclamations for Spreading on the Minutes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: September 26, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
August 2023 Agenda Item - Olamiju Farmhouses	Cover Memo	9/22/2023
Olamiju Farmhouses Final Plat	Cover Memo	9/22/2023
August 2023 Agenda Item - Creekvview Circle	Cover Memo	9/22/2023
Creekview Circle Subdivision FP	Cover Memo	9/22/2023
August 2023 Agenda Item - Hampton Oaks	Cover Memo	9/22/2023
Hampton Oaks	Cover Memo	9/22/2023
August 2023 Agenda Item - Le Grande Ph3	Cover Memo	9/22/2023
LEGRANDE PH III - FINAL PLAT_9-6-2023	Cover Memo	9/22/2023

City of South Fulton Agenda Item Summary



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

REFERENCE MATERIALS

1) TITLE COMMITMENT: NO TITLE COMMITMENT HAS BEEN FURNISHED TO THE UNDERSIGNED SURVEYOR FOR REVIEW AT THIS TIME.

2) ZONING: NO CURRENT ZONING REPORT OR ZONING VERIFICATION LETTER HAS BEEN FURNISHED TO THE UNDERSIGNED SURVEYOR FOR REVIEW AT THIS TIME.

3) DEED: LIMITED WARRANTY DEED DATED NOVEMBER 5, 2021, BETWEEN NATIONAL HOME SOLUTIONS, LLC, TO SFR XII ATL OWNER 5, L.P., FILED FOR RECORD NOVEMBER 19, 2021, IN DEED BOOK 64854, PAGES 508-509, OF FULTON COUNTY RECORDS, GEORGIA.

4) PLAT: BOUNDARY SURVEY FOR DOLAPO OGUNMAKIN, LOCATED IN LAND LOT 133, 9F DISTRICT, FULTON COUNTY, GEORGIA, PREPARED BY MOORE BASS CONSULTING, INC., DATED NOVEMBER 10, 2021.

5) PLAT: MINOR SUBDIVISION PLAT OF THE ESTATES AT SCARBOROUGH, LOCATED IN LAND LOT 150, 9F DISTRICT, FULTON COUNTY GEORGIA, PREPARED BY WATTS AND BROWNING INC., DATED JANUARY 30, 2001, FILED FOR RECORD FEBRUARY 15, 2005 IN PLAT BOOK 268, PAGE 95 OF FULTON COUNTY RECORDS, GEORGIA.

6) PLAT: ALT SURVEY FOR CHIREALTYACQUISITIONS VII, LLC, CH REALTY VIII ATLANTA AIRLO, LLC, TA REALTY LLC, SCRS AIRPORT LOGISTICS, LLC AND COMMONWEALTH TITLE INSURANCE COMPANY, LOCATED IN LAND LOT 134, 9F DISTRICT, CITY OF UNION CITY, FULTON COUNTY, GEORGIA, PREPARED BY WATTS AND BROWNING ENGINEERS INC., DATED DECEMBER 11, 2020.

SURVEYORS NOTES:

1. THE DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.

2. THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED IN THE CERTIFICATION HEREON. SAID CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED ENTITIES WITHOUT AN EXPRESSED RECERTIFICATION BY THE SURVEYOR NAMING SAID ENTITIES.

3. ABOVE GROUND UTILITY LOCATIONS WERE OBTAINED FROM FIELD OBSERVATIONS. WATTS & BROWNING HAS NOT RESEARCHED UNDERGROUND UTILITY LOCATIONS. INFORMATION SHOWN HEREON REGARDING THE EXISTENCE, SIZE, TYPE AND LOCATION OF UNDERGROUND UTILITIES IS BASED ON MARKINGS IN THE FIELD AND INFORMATION FURNISHED BY OTHERS AND WATTS & BROWNING ENGINEERS IS UNABLE TO CERTIFY TO THE ACCURACY OR COMPLETENESS OF THIS INFORMATION. INDICATED LOCATIONS SHOULD BE CONFIRMED IN THE FIELD WITH UTILITY COMPANIES PRIOR TO PROCEEDING WITH PLANNING, DESIGN OR CONSTRUCTION.

4. ANY DEPICTION OF GROUNDWATER FEATURES (RIVERS, STREAMS, CREEKS, SPRINGS, DITCHES, PONDS, LAKES), NATURAL OR OTHERWISE, SHOWN ON THIS SURVEY ARE MERELY OBSERVATIONS AT THE TIME OF THE SURVEY AND NOT A STATEMENT AS TO THE EXISTENCE OR NON-EXISTENCE OF ANY ENVIRONMENTAL CONDITION. WATTS & BROWNING ENGINEERS, INC. SURVEY PERSONNEL ARE NOT ENVIRONMENTAL PROFESSIONALS. WATTS & BROWNING ENGINEERS, INC. OFFERS NO CERTIFICATION AS TO EXISTENCE OR NONEXISTENCE OF ANY GROUNDWATER FEATURE OR ENVIRONMENTALLY SENSITIVE AREAS ON OR NEAR THE SUBJECT PROPERTY AS MAY BE DEFINED BY FEDERAL, STATE OR LOCAL GOVERNMENTAL REGULATIONS. PRIOR TO PLANNING OR CONSTRUCTION, AN ENVIRONMENTAL PROFESSIONAL SHOULD BE CONSULTED TO DETERMINE HOW THE SUBJECT PROPERTY MAY, OR MAY NOT, BE AFFECTED BY ENVIRONMENTAL ISSUES.

5. BEARING BASIS: GRID NORTH WAS DETERMINED BY MULTIPLE RTK OBSERVATIONS ON SURVEY CONTROL POINTS UTILIZING A LEICA GPS G54 ROVER CONNECTED TO THE LEICA SMARTNET REFERENCE NETWORK. THIS SITE HAS BEEN REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) IN US SURVEY FEET AND LIES WITHIN THE GEORGIA WEST ZONE.

6. THIS EXHIBIT SHOWN HEREON WAS PREPARED WITHOUT THE BENEFIT OF ANY ABSTRACT OF TITLE; THEREFORE WATTS & BROWNING ENGINEERS, INC. MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS. THE EASEMENTS AND AGREEMENTS SHOWN HEREON WERE FOUND DURING NORMAL RESEARCH BY THIS FIRM.

7. TREES SHOWN HEREON WERE LOCATED BY W&B SURVEY PERSONNEL IN THE PROJECT AREA AND TREE SIZES WERE MEASURED AT BREAST HEIGHT DIAMETER (DBH) AT THE TIME OF SURVEY. W&B SURVEY PERSONNEL ARE NOT ARBORISTS OR TREE SPECIALISTS AND CANNOT MAKE DETERMINATION AS TO THE HEALTH OR EXACT SPECIES OF THE TREES LOCATED.

8. A PROFESSIONAL ARBORIST HAS REVIEWED THE TREE DATA SHOWN HEREON AND HAS VERIFIED THE ACCURACY OF THIS DATA WITHIN THE LIMITS OF THE SUBJECT PROPERTY. WATTS AND BROWNING INC. MAKES NO WARRANTIES OR CERTIFICATIONS TO THE ACCURACY OF THE SIZES AND SPECIMENS OF TREES SHOWN ON THIS SURVEY. FURTHERMORE, THE SURVEYOR OFFERS NO CERTIFICATION TO THE COMPLIANCE WITH ANY TREE ORDINANCES THAT MAY OR MAY NOT EXIST ON THE SUBJECT PROPERTY.

STATEMENT OF SLOPE EASEMENT

THIS PLAT IS APPROVED WITH THE UNDERSTANDING THAT EASEMENT IS GRANTED THE CITY OF SOUTH FULTON ALONG ALL ROAD FRONTAGE FOR THE PURPOSE OF SLOPING CUTS AND FILLS AS FOLLOWS:

0' TO 5' - NOT LESS THAN 3 TO 1 SLOPE
5' TO 10' - NOT LESS THAN 2 TO 1 SLOPE

FLOOD HAZARD

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

DRAINAGE

THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS IN INTEREST, SPECIFICALLY RELEASES THE CITY OF SOUTH FULTON FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS OR DRAINAGE FEATURES. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOW OF SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THESE REGULATIONS AND THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS. SAID DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES AND OTHER DEBRIS, EXCAVATION, FILLING AND THE LIKE, NECESSARY TO REMEDY A CONDITION, WHICH IN THE JUDGMENT OF STAFF AND DIRECTOR, IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY, OR THE PUBLIC ROAD OR UTILITY SYSTEM. SUCH EMERGENCY MAINTENANCE, CONDUCTED FOR THE COMMON GOOD, SHALL NOT BE CONSIDERED AS CONSTITUTING A CONTINUING MAINTENANCE OBLIGATION ON THE PART OF THE CITY OF SOUTH FULTON COUNTY NOR ABOGATION OF THE CITY OF SOUTH FULTON'S RIGHT TO SEEK REIMBURSEMENT FOR EXPENSES FROM THE OWNER(S) OF THE PROPERTY(IES) OR THE LANDS THAT GENERATED THE CONDITIONS.

ZONING INFORMATION

SOURCE: CITY OF SOUTH FULTON ZONING ORDINANCE, SECTION 513 - SOUTH FULTON PARKWAY OVERLAY DISTRICT, AND SECTION 1004 - SUB-C SUBURBAN C SINGLE-FAMILY DWELLING DISTRICT.

ZONING CLASSIFICATION: SUBURBAN C SINGLE-FAMILY DWELLING DISTRICT (SUB-C)

OVERLAY DISTRICT: SOUTH FULTON PARKWAY OVERLAY DISTRICT

(SECTION 1004.03) SUB-C DEVELOPMENT REGULATIONS.

SETBACK REQUIREMENTS:

FRONT: 50 FEET
SIDE YARD: 10 FEET (ADJACENT TO INTERIOR LOTS)
REAR YARD: 20 FEET (ADJACENT TO STREETS)
35 FEET

BUILDING HEIGHT: 35 FEET OR 2-1/2 STORIES

MINIMUM LOT AREA: 18,000 SQUARE FEET

MINIMUM LOT WIDTH: 100 FEET

MINIMUM LOT FRONTAGE: 35 FEET

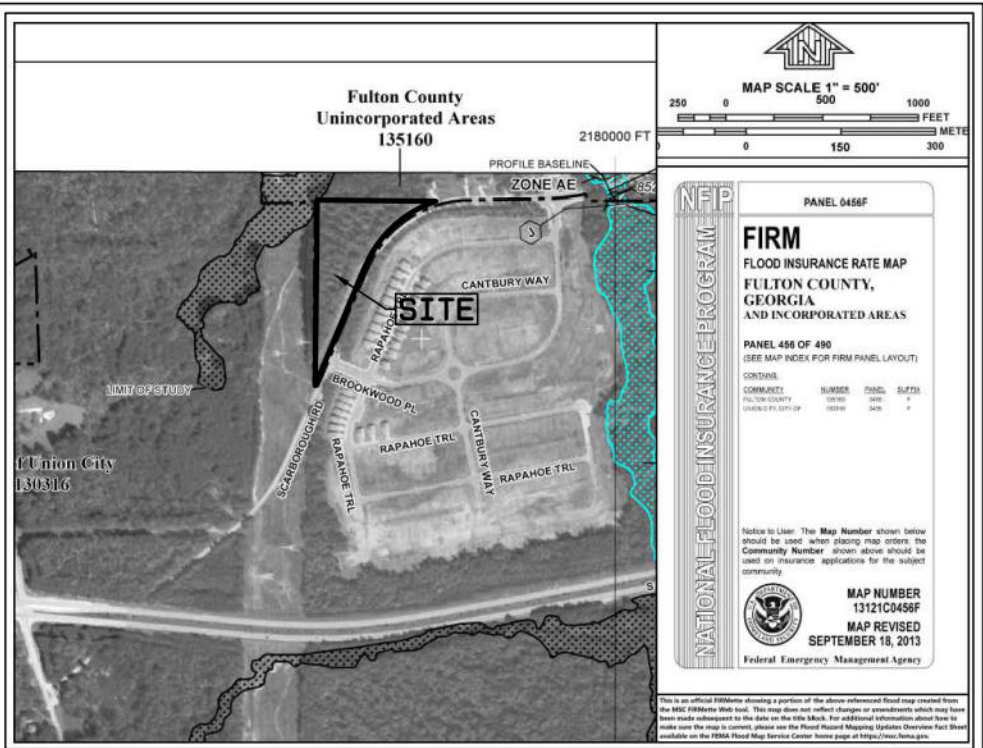
MINIMUM HEATED FLOOR AREA: 1,000 SQUARE FEET (LESS THAN TWO STORIES)
1,100 SQUARE FEET (MORE THAN TWO STORIES)
WITH 850 SQUARE FEET ON GROUND FLOOR)

NOTE: THE ZONING CLASSIFICATION AND BULK RESTRICTIONS HAVE NOT BEEN FURNISHED TO THE SURVEYOR FOR REVIEW. ANY GRAPHIC DEPICTION OF SETBACK LINES AND ANY OTHER MATTERS OF ZONING ARE THE SURVEYOR'S INTERPRETATION OF THE ZONING INFORMATION RESEARCHED BY THIS FIRM. THE SURVEYOR OFFERS NO CERTIFICATION AS TO THE ZONING OF THE SUBJECT PROPERTY OR COMPLIANCE WITH THE ZONING REGULATIONS FOR THE STRUCTURES OR BUSINESSES ON THE SUBJECT PROPERTY.

UTILITY SERVICE NOTE:

WASTEWATER SERVICES PROVIDED BY FULTON COUNTY
PROJECT: OLAMIJU FARMHOUSES
PROJECT NUMBER: WRS23-019
WATER SERVICE PROVIDED BY THE CITY OF ATLANTA
PROJECT NUMBER:

CITY OF SOUTH FULTON, FULTON COUNTY, AND CITY OF ATLANTA PERSONNEL AND/OR AGENTS SHALL HAVE FREE AND TOTAL ACCESS TO AND ACROSS ALL EASEMENTS.



WATTS & BROWNING ENGINEERS, INC. HAS EXAMINED THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) AND BY GRAPHICALLY PLOTTING THE LOCATION OF THE SUBJECT PROPERTY ONTO FULTON COUNTY FIRM MAP NUMBER 13121C0456F DATED 09/18/2013 THE REFERENCED PROPERTY IS LOCATED IN THE ZONES LISTED BELOW:

ZONE X (SHADED): AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ZONE X (UNSHADED): AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

THE FLOOD LINE, IF SHOWN, IS APPROXIMATE AND THE ACTUAL LIMITS OF FLOOD LINE BASED ON PUBLISHED ELEVATIONS MAY EXTEND BEYOND THOSE SHOWN HEREON.

FULTON COUNTY HEALTH DEPARTMENT

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

WATER SUPPLY	SEWAGE DISPOSAL
☐ Public Water Supply	☐ Public Sanitary
☐ Individual Water Supplies	☐ Individual Onsite Sewage
Service Requirements – S/D Type	
☐ Type "A"	☐ Type "A" ☐ Type "C"
☐ Type "B"	☐ Type "B" ☐ Type "D"
Date	Fulton County Health Department
Revision Date	Fulton County Health Department

DEVELOPER/PRIMARY PERMITTEE:

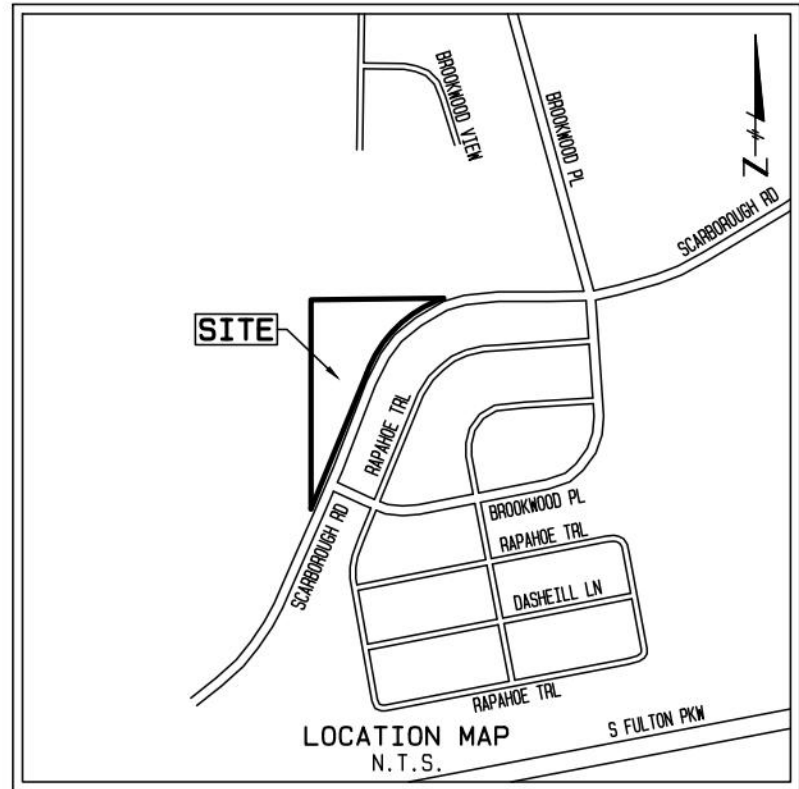
IBIJOLA AINA LLC
1561 BOULDERWOODS DR SE
ATLANTA, GA 30349
PHONE : (240) 893-9484

OWNER:

DOLAPO OGUNMAKIN
PHONE: (240) 893-9484
DB:64758/PG:158

ENGINEER/SURVEYOR:

WATTS & BROWNING ENGINEERS, INC.
1349 OLD 41 HWY NW, SUITE 225
MARIETTA, GA 30060
PHONE: (678) 324-6192
FAX: (770) 694-6870
CONTACT: DARYL COOK



THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 105,253 FEET AND AN ANGULAR ERROR OF 1.5" PER ANGLE POINT, AND WAS LEAST SQUARES ADJUSTED.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 966,617 FEET.

A LEICA TS13 TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR. THIS PLAT HAS BEEN APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS THAT REQUIRE PRIOR APPROVAL FOR RECORDING THIS TYPE OF PLAT OR ONE OR MORE OF THE APPLICABLE LOCAL JURISDICTIONS DO NOT REQUIRE APPROVAL OF THIS TYPE OF PLAT. FOR ANY APPLICABLE LOCAL JURISDICTION THAT REQUIRES APPROVAL OF THIS TYPE OF PLAT, THE NAMES OF THE INDIVIDUALS SIGNING OR APPROVING THIS PLAT, THE AGENCY OR OFFICE OF THAT INDIVIDUAL, AND THE DATE OF APPROVAL ARE LISTED IN THE APPROVAL TABLE SHOWN HEREON. FOR ANY APPLICABLE LOCAL JURISDICTION THAT DOES NOT REQUIRE APPROVAL OF THIS TYPE OF PLAT, THE NAME OF SUCH LOCAL JURISDICTION AND THE NUMBER OF THE APPLICABLE ORDINANCE OR RESOLUTION PROVIDING THAT NO SUCH APPROVAL IS REQUIRED ARE LISTED IN THE APPROVAL TABLE SHOWN HEREON. SUCH APPROVALS, AFFIRMATIONS, OR ORDINANCE OR RESOLUTION NUMBERS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

(FOR CITY REVIEW AND APPROVAL)

Brock J. Buchholz
BROCK J. BUCHHOLZ
GEORGIA REGISTERED LAND SURVEYOR NUMBER 3210
05/05/2023
DATE

CERTIFICATION AS TO RECORDING

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN RECORDED IN PLAT BOOK _____ PAGE _____ OF FULTON COUNTY RECORDED ON _____ 20 ____

CLERK, SUPERIOR COURT
FULTON COUNTY, GEORGIA

OWNER'S ACKNOWLEDGEMENT
(THIS MUST BE THE OWNER OF RECORD, SIGNED IN BLACK INK)

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

THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, DEDICATES TO THE PUBLIC FOR USE FOREVER THOSE WATER AND SEWER IMPROVEMENTS CONSTRUCTED IN ACCORDANCE WITH THIS PLAT THAT ARE SPECIFICALLY LABELED AS DEDICATED TO THE PUBLIC, AND DEDICATES TO THE CITY OF SOUTH FULTON, THE COMPLETE OWNERSHIP AND USE OF ALL PUBLIC STREETS AND DEDICATED RIGHT-OF-WAY SPECIFICALLY LABELED AS PUBLIC STREETS AND DEDICATED RIGHT-OF-WAY, AND DEDICATES TO THE USE OF THE PUBLIC FOREVER THE FOLLOWING:

PUBLIC STREETS _____ 0 _____ ACRES
PUBLIC SEWER EASEMENTS _____ 0 _____ ACRES
PUBLIC DRAINAGE EASEMENTS _____ 0 _____ ACRES
PUBLIC PARKS/OPEN SPACE _____ 1.13010 _____ ACRES

IBIJOLA AINA LLC
TYPED NAME OF SUBDIVIDER

DOLAPO OGUNMAKIN
TYPED NAME OF OWNER OF RECORD

SIGNATURE OF SUBDIVIDER _____ SIGNATURE OF OWNER OF RECORD _____

DATE _____ DATE _____

ALL OWNERS MUST SIGN THE ORIGINAL DOCUMENT IN A PERMANENT TYPE BLACK INK PRIOR TOSUBMITTAL (BALLPOINT AND FELT PENS ARE NOT ACCEPTABLE)

FINAL PLAT APPROVAL

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

FOR THE DIRECTOR, COMMUNITY AND REGULATORY AFFAIRS _____ DATE _____

SCALE: 1" = 50'
DATE SURVEYED: 05/05/2023
DATE UPDATED: N/A
SURVEYED BY: GNL
DATE DRAFTED: 08/01/2023
UPDATE DRAFTED: N/A
DRAWN BY: AMCM
CHECKED BY: BJB
FIELD BOOK #: 2861
JOB NUMBER: 220908
FOLDER NUMBER: 220908
COSO FILE: N/A
DISC FILE: 220908FP
COUNTY/LL/D/S: FULTON/9F
PLAT FILE: B
SHEET: 1 OF 2



REVISIONS			
NO.	DATE	BY	DESCRIPTION



FINAL PLAT FOR
OLAMIJU FARMHOUSE
LOCATED IN
LAND LOT 133
DISTRICT 9F
CITY OF SOUTH FULTON
FULTON COUNTY, GEORGIA

City of South Fulton Agenda Item Summary



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

RECORDING INFORMATION

OWNER & DEVELOPER
OF RECORD:

CYPRESS HARBOR PARTNERS, LLC,
1 EAST BROWARD BOULEVARD
SUITE 100
FORT LAUDERDALE, FL 33301

DESIGNER & SURVEYOR
OF RECORD:

BENJAMIN J. DRERUP
P.O. BOX 631
JEFFERSON, CA 93041
EMAIL: BDRERUP@GENUINEMAPPING.COM

THIS PLAT IS APPROVED WITH THE UNDERSTANDING THAT EASEMENT IS GRANTED THE CITY OF SOUTH FULTON ALONG ALL ROAD FRONTAGE FOR THE PURPOSE OF SLOPING CUTS AND FILLS AS FOLLOWS:

0' TO 5' - NOT LESS THAN 3 TO 1 SLOPE
5' TO 10' - NOT LESS THAN 2 TO 1 SLOPE

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

FOR THE DIRECTOR, COMMUNITY AND REGULATORY AFFAIRS

THIS SUBDIVISION, AS SHOWN, IS APPROVED UPON THE CONDITION THAT SEWAGE DISPOSAL AND WATER SUPPLY FACILITIES ARE IN COMPLIANCE WITH ARTICLES C AND D, SEWAGE DISPOSAL AND DRINKING WATER SUPPLY OF THE FULTON COUNTY HEALTH DEPARTMENT REGULATIONS AND IN ACCORDANCE WITH THE REQUIREMENTS BELOW:

<u>WATER SUPPLY</u>	<u>SEWAGE DISPOSAL</u>
{ } Public Water Supply	{ } Public Sanitary
{ } Individual Water Supplies	{ } Individual Onsite Sewage
<u>Service Requirements – S/D Type</u>	<u>Service Requirements – S/D Type</u>
{ } Type "A"	{ } Type "A" { } Type "C"
{ } Type "B"	{ } Type "B" { } Type "D"

DATE _____ FULTON COUNTY HEALTH DEPARTMENT

REVISION DATE _____ FULTON COUNTY HEALTH DEPARTMENT

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL.

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67

BENJAMIN L. DRERUP, LS GA# 3162 DATE

VICINITY MAP - N.T.S.

ROSSEMORE HWY

NATURALLY FRESH BLVD

MORNING CREEK DR

CLEARWATER DR

CREEKVIEW CIR

SITE

BRECKINRIDGE RD

ROYAL SOUTH HWY

I-85

PIERCE RD

WALNUT RD

TAX PARCEL IDENTIFICATION	09F250701051035
CURRENT ZONING	R4 - SINGLE FAMILY HOUSING
AREA OF PARENT PARCEL	4.350 ACRES
PROPOSED DEVELOPMENT	SINGLE FAMILY HOMES
PROPOSED LOTS	7 LOTS
PROPOSED DENSITY	1.610 UNIT/ACRE
FRONT SETBACK	35 FEET
REAR SETBACK	7 FEET
SIDE INTERIOR SETBACK	25 FEET
SIDE CORNER SETBACK	1,400 SQUARE FEET
MAXIMUM BUILDING HEIGHT	40 FEET
MINIMUM HEATED FLOOR AREA	< 2 STORY: 1,000 SF ON 6F ≥ 2 STORY: 1,100 SF WITH 800 SF ON 6F
MINIMUM REQUIRED LOT AREA	9,000 SF
MINIMUM REQUIRED LOT FRONTAGE	70 FEET
MINIMUM REQUIRED LOT WIDTH AT BUILDING LINE	N/A

- 1) THE PURPOSE OF THIS PLAT IS TO DEPICT ALL OF THE LAND CONVEYED TO CYPRESS HARBOR PARTNERS, LLC BY LPQ PRIVATE VENTURES 16, LLC VIA DB 66498 PG 99, DATED 01/23/2023 AND TO SUBDIVIDE SAID LAND INTO 7 NEW RESIDENTIAL PARCELS.
- 2) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE CURATORSHIP IS EXPRESSED OR IMPLIED WITH RESPECT TO THE QUALITY OF TITLE. EXCEPTION IS MADE AS TO ANY EASEMENTS OR OTHER RESTRICTIONS TO TITLE NOT SHOWN HEREON.
- 3) THE BASIS OF BEARING FOR THIS PLAT IS THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE GROUND (NOT GRID) DISTANCES. THE VERTICAL DATUM IS NAVD 88.
- 4) ALL IRON PINS SET(IPS) ARE 1/2" REBAR UNLESS OTHERWISE NOTED. ALL OTHER MONUMENTATION CALLED FOR HEREON WAS FOUND IN PLACE.
- 5) THE UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE VISIBLE AT THE TIME OF FIELDWORK, AND/OR AVAILABLE MAPS OR PLATS, AND ARE SHOWN AS ACCURATELY AS POSSIBLE FOR REFERENCE ONLY. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY OF UTILITY LOCATIONS, WHICH SHOULD BE INDEPENDENTLY VERIFIED.
- 6) ACCORDING TO THE F.I.R.M. OF FULTON COUNTY, PANEL NUMBER 13121C0457F, DATED SEPTEMBER 18, 2013, A PORTION OF THE PROPERTY DEPICTED HEREON IS LOCATED IN A SPECIAL FLOOD HAZARD AREA.
- 7) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY OF 0.06 FEET + 50 PPM FOR THE SUBJECT PROPERTY CORNER MONUMENTS AND WAS ADJUSTED USING LEAST SQUARES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS A LEICA TS12 ROBOTIC TOTAL STATION.
- 8) THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 498,804 FEET.
- 9) THIS SURVEY DOES NOT REPRESENT A THOROUGH INSPECTION OF THE INTERIOR OF THE PROPERTY SHOWN HEREON. IMPROVEMENTS, WETLANDS, DUMP SITES AND OTHER SIGNIFICANT FEATURES NOT SHOWN HEREON MAY EXIST.
- 10) DISTANCES SHOWN ON PLAT SHALL BE HORIZONTAL.
- 11) THE CITY OF SOUTH FULTON, FULTON COUNTY, AND CITY OF ATLANTA PERSONNEL, AND/OR AGENTS SHALL FREE AND TOTAL ACCESS TO AND ACROSS ALL EASEMENTS.
- 12) THE CITY OF SOUTH FULTON WILL NOT ACCEPT DRAINAGE EASEMENTS ALONG ADJACENT PROPERTY LINES IN ORDER TO CONTROL PRIVATE DRAINAGE IMPROVEMENTS.

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

THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAN AND WHOME NAME IS SUBSCRIBED THERETO, PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAN WAS MADE FROM AN ACTUAL SURVEY DEDICATED TO THE PUBLIC FOR USE FOREVER THOSE WATER AND SEWER IMPROVEMENTS SHOWN ON THIS PLAN AND CONVEYED TO THE CITY OF SOUTH FULTON, GEORGIA, BY THE OWNER OF RECORD, AND DEDICATES TO THE CITY OF SOUTH FULTON, THE COMPLETE OWNERSHIP AND USE OF ALL PUBLIC STREETS AND DEDICATED RIGHT-OF-WAY SPECIFICALLY LABELED AS PUBLIC STREETS AND DEDICATED TO THE PUBLIC AND DEDICATES TO THE USE OF THAT PUBLIC FOREVER THE FOLLOWING:

PUBLIC STREETS _____ ACRES

PUBLIC SEWER EASEMENTS _____ ACRES

PUBLIC DRAINAGE EASEMENTS _____ ACRES

PUBLIC PARKS/OPEN SPACE _____ ACRES

TYPED NAME OF SUBDIVIDER _____ TYPED NAME OF OWNER OF RECORD _____

SIGNATURE OF SUBDIVIDER

DATE _____ DATE _____

THE INTERMEDIATE REGION FLOOD (I.R.F.) AREAS SHOWN HEREON WERE DETERMINED BY THE PROFESSIONAL SURVEYOR WHOSE STATE AND SIGNATURE ARE AFFIXED HERETO. THE CITY OF SOUTH FULTON, GEORGIA, HAS REVIEWED THIS FLOOD HAZARD MAP AND HAS DETERMINED THAT THE LAND OUTSIDE THE AREAS OF FLOOD HAZARD SHOWN, WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. FURTHER, THE CITY OF SOUTH FULTON, GEORGIA, HAS REVIEWED THE FLOOD HAZARD MAP AND HAS DETERMINED THEREIN, ASSUME MAINTENANCE OF THE FLOOD CARRYING CAPACITY OF THE FLOOD AREAS OR WATERCOURSES. MAINTENANCE SHALL REMAIN THE RESPONSIBILITY OF THE OWNER/S OF THE LAND UPON WHICH THE FLOOD AREAS ARE LOCATED. THE CITY OF SOUTH FULTON, GEORGIA, HAS REVIEWED AND IS REQUIRED TO SUBMIT A SITE PLAN TO THE CITY OF SOUTH FULTON, PRIOR TO THE INITIATION OF ANY CONSTRUCTION OF ANY TYPE, TO BE CONSIDERED FOR A FLOOD HAZARD MAP. THE CITY OF SOUTH FULTON, GEORGIA, HAS REVIEWED THE I.R.F. WITHIN THE LOT OR PARCEL AND THE EXISTING AND PROPOSED IMPROVEMENTS. APPROVAL OF THE SITE PLAN BY THE CITY OF SOUTH FULTON IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS IN INTEREST, SPECIFICALLY RELEASES THE CITY OF SOUTH FULTON FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CONDITIONS AND CONDITIONS OF THE LANDS, INCLUDING BUT NOT LIMITED TO, NATURAL CREEKS, RIVERS OR DRAINAGE FEATURES. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOW OF SURFACE WATERS FROM THE LANDS OF THE CITY OF SOUTH FULTON TO THE ADJACENT WATERS OF THE ATLANTIC OCEAN. THE DEPARTMENT OF PUBLIC WORKS, SAID DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE SOLE RESPONSIBILITY OF THE CITY OF SOUTH FULTON. THE CITY OF SOUTH FULTON SHALL NOT BE IN A POSITION, WHICH IN THE JUDGMENT OF STAFF AND DIRECTOR, IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY, OR THE PUBLIC ROAD OR UTILITY SYSTEM, SUCH EMERGENCY MAINTENANCE CONDUCTED, FOR THE PURPOSE OF THE EASEMENT, SHALL NOT BE CONSIDERED AS A VIOLATION OF ANY OBLIGATION ON THE PART OF THE CITY OF SOUTH FULTON COUNTY NOR ABOGATION OF THE CITY OF SOUTH FULTON. THE CITY OF SOUTH FULTON SHALL NOT BE RESPONSIBLE FOR ANY AND ALL CONDITIONS OF THE LANDS THAT GENERATED THE CONDITIONS.

A circular professional seal for Benjamin L. Drerup, a Professional Land Surveyor in the State of Georgia. The seal features the word "GEORGIA" at the top, "PROFESSIONAL" below it, and "LAND SURVEYOR" at the bottom. The name "BENJAMIN L. DRERUP" is written along the bottom inner edge. In the center, the number "No. 3162" is displayed, flanked by two small stars.

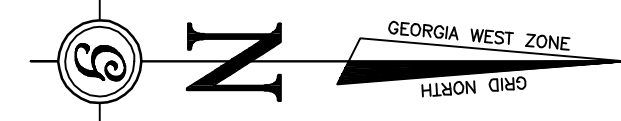
FINAL SUBDIVISION PLAT
OF
CREEKVIEW CIRCLE SUBDIVISION
FOR
CYPRESS HARBOR PARTNERS, LLC

LOCATED IN
LAND LOT 105, DISTRICT 9F
CITY OF SOUTH FULTON
FULTON COUNTY, GEORGIA

P.O. BOX 631, JEFFERSON, GA 30549
PHONE: (678) 717-4631
BDRERUP@GENUINEMAPPING.COM

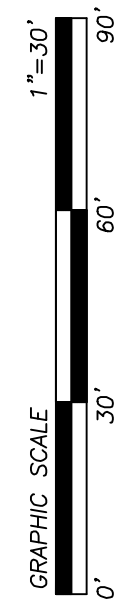
© 2023 GENUINE MAPPING AND DESIGN, LLC

RECORDING INFORMATION



COMBINED AREA
4.353 ACRES

ABBREVIATIONS	SYMBOLS
AI = ANGLE IRON	● IRON PIN FOUND
BL = BUILDING SETBACK LINE	● CONCRETE MONUMENT FOUND
BM = BENCHMARK	⬮ ROCK FOUND
BWF = BARB WIRE FENCE	○ IRON PIN SET
CI = CURB INLET	⊙ COMPUTED POINT (NOT SET)
CO = CLEANOUT	⚡ FIRE HYDRANT
COR = CORNER	⚙ WATER VALVE
CSS = CURB & GUTTER	↔ WATER METER
CL = CENTERLINE	⚡ GUY WIRE
CLF = CHAIN LINK FENCE	⚡ GUY POLE
CMF = CONCRETE MONUMENT FOUND	⚡ LIGHT POLE
CMP = CORRUGATED METAL PIPE	⊞ POWER BOX
CONC = CONCRETE	
CTP = CRIMP TOP PIPE	
D = DEPTH	
DB = DEED BOOK	
DE = DRAINAGE EASEMENT	
DIP = DUCTILE IRON PIPE	
DIST = DISTURBED	
DWCB = DOUBLE WING CATCH BASIN	
E = EAST	
EA = EDGE OF ASPHALT	
EC = EDGE OF CONCRETE	
EG = EDGE OF GRAVEL	
FFE = FINISHED FLOOR ELEVATION	
FH = FIRE HYDRANT	
-G = UNDERGROUND GAS LINE	
GM = GAS METER	
GW = GUY WIRE	
HWF = HOG WIRE FENCE	
IPS = IRON PIN SET	
JPS = JUNCTION BOX	
LL = LAND LOT LINE	
N = NORTH	
N/F = NOW OR FORMERLY	
OTP = OPEN TOP PIPE	
PB = PLAT BOOK	
PBX = POWER BOX	
PS = PAGE	
PKN = SURVEY NAIL (PARKER-KALON)	
PL = PROPERTY LINE	
PDB = POINT OF BEGINNING	
PDC = POINT OF COMMENCEMENT	
PVC = POLYVINYL CHLORIDE PIPE	
RE = REBAR	
RCP = REINFORCED CONCRETE PIPE	
REC = RECORDED	
R/W = RIGHT-OF-WAY	
S = SOUTH	
SR = SOLID STEEL ROD	
SSE = SANITARY SEWER EASEMENT	
W = WATER	
-W = WATER LINE	



A circular professional seal for Benjamin L. Drerup, a Georgia Professional Land Surveyor. The seal features the word "GEORGIA" at the top, "PROFESSIONAL" below it, and "LAND SURVEYOR" at the bottom. The name "BENJAMIN L. DRERUP" is written along the right side of the inner circle. The number "No. 3162" is in the center. Two small stars are positioned on the left and right sides of the inner circle.

FINAL SUBDIVISION PLAT
OF
CREEKVIEW CIRCLE SUBDIVISION
FOR
CYPRESS HARBOR PARTNERS, LLC

LOCATED IN
LAND LOT 105, DISTRICT 9F
CITY OF SOUTH FULTON
FULTON COUNTY, GEORGIA



P.O. BOX 631, JEFFERSON, GA 30549
PHONE: (678) 717-4631
BDRERUP@GENUINEMAPPING.COM

© 2023 GENUINE MAPPING AND DESIGN LLC

City of South Fulton Agenda Item Summary



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



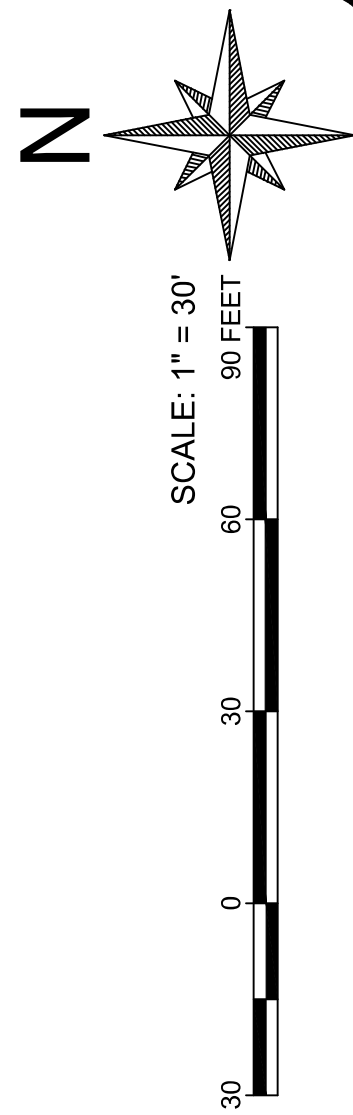
VICINITY MAP

GENERAL NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF SOUTH FULTON, STATE OF GEORGIA REGULATIONS AND CODES, AS WELL AS ALL O.S.H.A. STANDARDS.
2. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY GEOSURVEY, ADDRESS 2580 SPRINGBOX DRIVE, DATED 12-07-2022.
3. THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS INDICATED ON F.I.R.M. NO. 137210319F, DATED 09-18-2013.
4. BUILDING DIMENSIONS SHOWN ON THIS PLAN ARE "LEASE" DIMENSIONS. FOR ACTUAL DIMENSIONS, SEE ARCHITECTURAL PLANS, DIMENSIONS TO CONC. CURB & GUTTER ARE TO "FACE OF CURB".
5. SITE WORK CONTRACTOR IS RESPONSIBLE FOR WORK TO WITHIN 5'-0" OF THE BUILDING.
6. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED, OR RELOCATED AS INDICATED ON THE PLANS AND IN THE SPECIFICATIONS.
7. CONTRACTOR IS TO NOTIFY COUNTY/CITY INSPECTORS 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
8. CONTRACTOR SHALL OBTAIN ALL PERMITS BEFORE CONSTRUCTION BEGINS. ALL PRODUCT AND MATERIAL SUBSTITUTIONS AND PLAN DEVIATIONS MUST BE PERMITTED BY THE CONTRACTOR PRIOR TO INSTALLATION. ALL INCLUDING DOT UTILITY ENCROACHMENT PERMIT.
9. ALL SIGNAGE SHALL COMPLY WITH THE CITY OF SOUTH FULTON ZONING ORDINANCE. A SEPARATE SIGN PERMIT IS REQUIRED.
10. CONSTRUCTION TRAILER USED ON-SITE SHALL BE PERMITTED THROUGH THE CITY OF SOUTH FULTON PLANNING AND ZONING DEPARTMENT.
11. CONSTRUCTION EQUIPMENT SHALL NOT BE PARKED IN REQUIRED RIGHT-OF-WAY, AND MUST BE STORED WITHIN THE SITE. CONSTRUCTION EQUIPMENT SHALL NOT BE PARKED IN AREAS WHICH RESTRICT SIGHT DISTANCE.
12. THE EXACT LOCATION OF HANDICAP RAMPS SHALL BE COORDINATED WITH THE ARCHITECTURAL DRAWINGS AND SHALL BE PROVIDED AT THE INTERSECTIONS OF EACH APPLICABLE SIDEWALK, ACCESSIBLE ROUTE, AND ENTRANCE DRIVES.
13. ALL SIDEWALKS ARE TO BE INSTALLED PER ADA STANDARDS. SIDEWALKS TO HAVE MAX SLOPE OF 5% AND MAX CROSS SLOPE OF 2%.
14. CONTRACTOR SHALL NOTIFY ENGINEER SHOULD ANY FIELD CONDITIONS BE NOTED THAT DIFFER FROM THE SURVEY.
15. SITE CONTRACTOR SHALL FURNISH "AS-BUILT" DRAWINGS INDICATING ALL CHANGES AND DEVIATIONS.
16. BUILDING LOCATION IS TO THE OUTSIDE FACE OF BLOCK. CONTRACTOR TO COORDINATE AND VERIFY EXACT BUILDING LOCATION & DIMENSIONS WITH ARCHITECTURAL DRAWINGS.

ASPHALT PAVING SYMBOLS LEGEND	
	ASPHALT PAVEMENT STANDARD DUTY 1.5" MIN. THICKNESS 2" MIN. SUPERPAVE BASE COURSE 6" GRADED AGGREGATE BASE
	ASPHALT PAVEMENT HEAVY DUTY 2" MIN. THICKNESS 3" MIN. SUPERPAVE BASE COURSE 8" GRADED AGGREGATE BASE
	DOT OR BAY PAVING 2" MIN. THICKNESS 3" MIN. SUPERPAVE BASE COURSE 8" GRADED AGGREGATE BASE

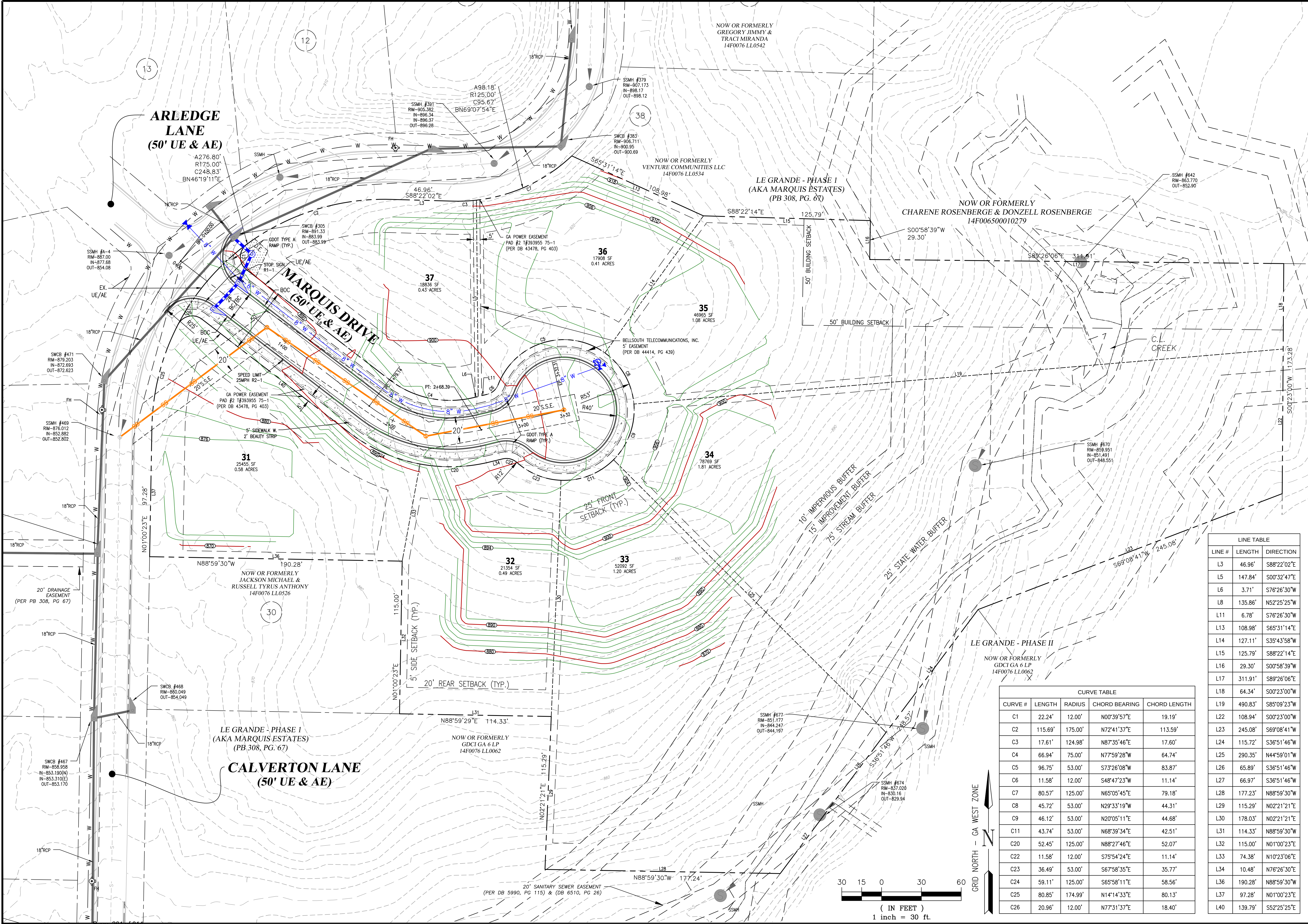
NOTES:
1. SUPERPAVE BASE PER DOT 934 OR EQUIVALENT
2. HOT MIX ASPHALTIC COURSES PER DOT 924 OR EQUIVALENT
3. GEOTECHNICAL REPORT MAY SUPERSEDE REQUIREMENTS LISTED ABOVE.



City of South Fulton Agenda Item Summary



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



REVISIONS
DATE DESCRIPTION

CLIENT
GDCI GA 6 LP
24 HOUR EMERGENCY CONTACT: RICHARD COOPER / 678-603-8267
5755 DUPREE DRIVE NW, ATLANTA, GA 30327

greyden
ENGINEERING
12460 Crabapple Road, Ste. 202-347
Alpharetta, Georgia 30004
PH: 770-573-4801 FAX: 678-302-6362

ENGINEER'S SEAL & SIGNATURE

FINAL PLAT
FOR
LE GRANDE - PHASE III
JOB NO. 23-027
ADDRESS: 1970 ENON ROAD SW CITY OF SOUTH FULTON, GEORGIA 30331
LOCATED IN LAND LOT 16, 14TH DISTRICT
FULTON COUNTY, GEORGIA

DATE 9/6/2023
JOB NO. 23-027
DRAWN TJG
CHECKED RAD
SCALE AS NOTED
SHEET: PLAT

LINE TABLE		
LINE #	LENGTH	DIRECTION
L3	46.96'	S88°22'02"E
L5	147.84'	S00°32'47"E
L6	3.71'	S76°26'30"W
L8	135.86'	N52°25'25"W
L11	6.78'	S76°26'30"W
L13	108.98'	S65°31'14"E
L14	127.11'	S35°43'58"W
L15	125.79'	S88°22'14"E
L16	29.30'	S00°58'39"W
L17	311.91'	S89°26'06"E
L18	64.34'	S00°23'00"W
L19	490.83'	S85°09'23"W
L22	108.94'	S00°23'00"W
L23	245.08'	S69°08'41"W
L24	115.72'	S36°51'46"W
L25	290.35'	N44°59'01"W
L26	65.89'	S36°51'46"W
L27	66.97'	S36°51'46"W
L28	177.23'	N88°59'30"W
L29	115.29'	N02°21'21"E
L30	178.03'	N02°21'21"E
L31	114.33'	N88°59'30"W
L32	115.00'	N01°00'23"E
L33	74.38'	N10°23'06"E
L34	10.48'	N76°26'30"E
L36	190.28'	N88°59'30"W
L37	97.28'	N01°00'23"E
L40	139.79'	S52°25'25"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	22.24'	12.00'	N00°39'57"E	19.19'
C2	115.69'	175.00'	N72°41'37"E	113.59'
C3	17.61'	124.98'	N87°35'46"E	17.60'
C4	66.94'	75.00'	N77°59'28"W	64.74'
C5	96.75'	53.00'	S73°26'08"W	83.87'
C6	11.58'	12.00'	S48°47'23"W	11.14'
C7	80.57'	125.00'	N65°05'45"E	79.18'
C8	45.72'	53.00'	N29°33'19"W	44.31'
C9	46.12'	53.00'	N20°05'11"E	44.68'
C11	43.74'	53.00'	N68°39'34"E	42.51'
C20	52.45'	125.00'	N88°27'46"E	52.07'
C22	11.58'	12.00'	S75°54'24"E	11.14'
C23	36.49'	53.00'	S67°58'35"E	35.77'
C24	59.11'	125.00'	S65°58'11"E	58.56'
C25	80.85'	174.99'	N14°14'33"E	80.13'
C26	20.96'	12.00'	N77°31'37"E	18.40'

GRID NORTH - GA WEST ZONE

RECOMMENDED CONDITIONS

Staff recommends APPROVAL CONDITIONAL of the CUP (Community Unit Plan) district subject to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by the Board of Commissioners.

1. To the owner's agreement to restrict the use of the subject property as follows:
 - a. Single family detached dwellings and accessory uses and structures.
 - b. No more than 168 total dwelling units at a maximum density of 2.08 dwelling units per acre, whichever is less, based on the total acreage zoned. Approved lot totals are not guaranteed. The developer is responsible through site engineering (at the time of application for a Land Disturbance Permit) to demonstrate that all lots within the approved development meet or exceed all the development standards of Fulton County. The total lot yield of the subject site shall be determined by this final engineering.
 - c. The minimum lot size shall be 18,000 square feet abutting AG-1 (Agricultural) zoned property and 12,000 square feet on all remaining lots.
 - d. The minimum heated floor area per dwelling unit shall be 4,800 square feet.
2. To the owner's agreement to abide by the following:
 - a. To the revised site plan received by the Department of Environment and Community Development on July 07, 2004. Said site plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.
3. To the owner's agreement to the following site development considerations:
 - a. The minimum design standards are:
 - Minimum front yard: 20 Feet
 - Minimum rear yard: 20 Feet
 - Minimum side yard (interior): 5 Feet
 - Minimum building separation: 15 Feet
 - Minimum side corner yard (adjacent to street): 15 Feet

EPH (P:\PlanAnalysis\PermitCase\042-0766.07)
*Revised site plan submitted on 7/07/04
Remains/104

Petition: 2004Z-0076 SFC
RIA 2002Z-0073 SFC
SOC Meeting: 08/04/04

WRAP-UP
7-1

- b. Provide a 60-foot building setback adjacent to AG-1 (Agricultural) zoned property.
- c. All green space and amenities areas which may be held in common shall be accessible via dedicated roadways, easements, sidewalks, trails, etc. and shall be maintained by a mandatory homeowners association, whose proposed documents of incorporation shall be submitted to the Director of the Department of Environment and Community Development for review and approval prior to the recording of the first final plat. Staff will reflect this in the Recommended Conditions.
- d. Provide a minimum of two (2) exit/entrances into residential developments of 80 lots/units. One curb cut is to be located on the major frontage road. Additional access points may be located on a frontage road and/or via inter-parcel access to an adjacent property/abutting street. All exit/entrance details (locations, alignments, etc.) are subject to the approval of the Fulton County Traffic Engineer.
- e. Provide an earthen berm, planted to landscape strip standards, with a maximum slope of 3 to 1 or a 25-foot undisturbed buffer replanted to buffer standards where sparsely vegetated with an additional setback for all improvements of 10 feet subject to the approval of the Fulton County Arborist along the Enon Road frontage. Said berm is to be a minimum of 6 feet high measured from the finished grade on both sides of the berm and located outside of any public right-of-way. Said berm is to be located so that any required landscape strip is incorporated into the berm's final design.
- f. Provide a staggered setback of all dwelling facades. Staggered setbacks shall be determined by the placement of the dwellings on either side of the dwelling in question. Said setback shall provide a minimum 5-foot variation for single family detached dwellings and a 2-foot variation for attached dwellings as measure from the back of curb.



EPH (P:\PlanAnalysis\PermitCase\042-0766.07)
*Revised site plan submitted on 7/07/04
Remains/104

Petition: 2004Z-0076 SFC
RIA 2002Z-0073 SFC
SOC Meeting: 08/04/04

WRAP-UP
7-2

4. To the owner's agreement to abide by the following requirements, dedication and improvements:
 - a. Dedicate at no cost to Fulton County along the entire property frontage, prior to the approval of a Land Disturbance Permit, sufficient land as necessary to provide the following rights-of-way, and dedicate at no cost to Fulton County such additional right-of-way as may be required to provide at least 10.5 feet of right-of-way from the back of curb of all abutting road improvements, as well as allow the necessary construction easements while the rights-of-way are being improved:
 - 30 feet from centerline of Enon Road.
 - 30 feet from centerline of Kelvin Road.
 - 30 feet from centerline of Kelvin Road.
 - b. Provide a deceleration lane for each project entrance or as may be required by the Fulton County Traffic Engineer.
 - c. Provide a left turn lane for each project entrance or as may be required by the Fulton County Traffic Engineer.
 - d. Provide interconnectivity to Kelvin Road and Kenney Road or as may be approved by the Director of the Department of Environment and Community Development.
 - e. Re-align Kenney Road from Tusser Trail to Enon Road or as may be required by the Fulton County Traffic Engineer.
 - f. Provide inter-parcel access to an adjacent property/abutting street or as may be approved by the Fulton County Traffic Engineer.
5. To the owner's agreement to abide by the following:
 - a. Prior to submitting the application for a Land Disturbance Permit (LDP) with the Department of Environment and Community Development, Development Review Division, arrange to meet with the Fulton County Traffic Engineer. A signed copy of the results of these meetings will be required to be submitted along with the application for a Land Disturbance Permit.
 - b. Prior to submitting the application for an LDP, arrange an on-site evaluation of existing specimen trees/stands, buffers, and tree protection zones within the property boundaries with the Fulton County Arborist. A signed copy of

EPH (P:\PlanAnalysis\PermitCase\042-0766.07)
*Revised site plan submitted on 7/07/04
Remains/104

Petition: 2004Z-0076 SFC
RIA 2002Z-0073 SFC
SOC Meeting: 08/04/04

WRAP-UP
7-3

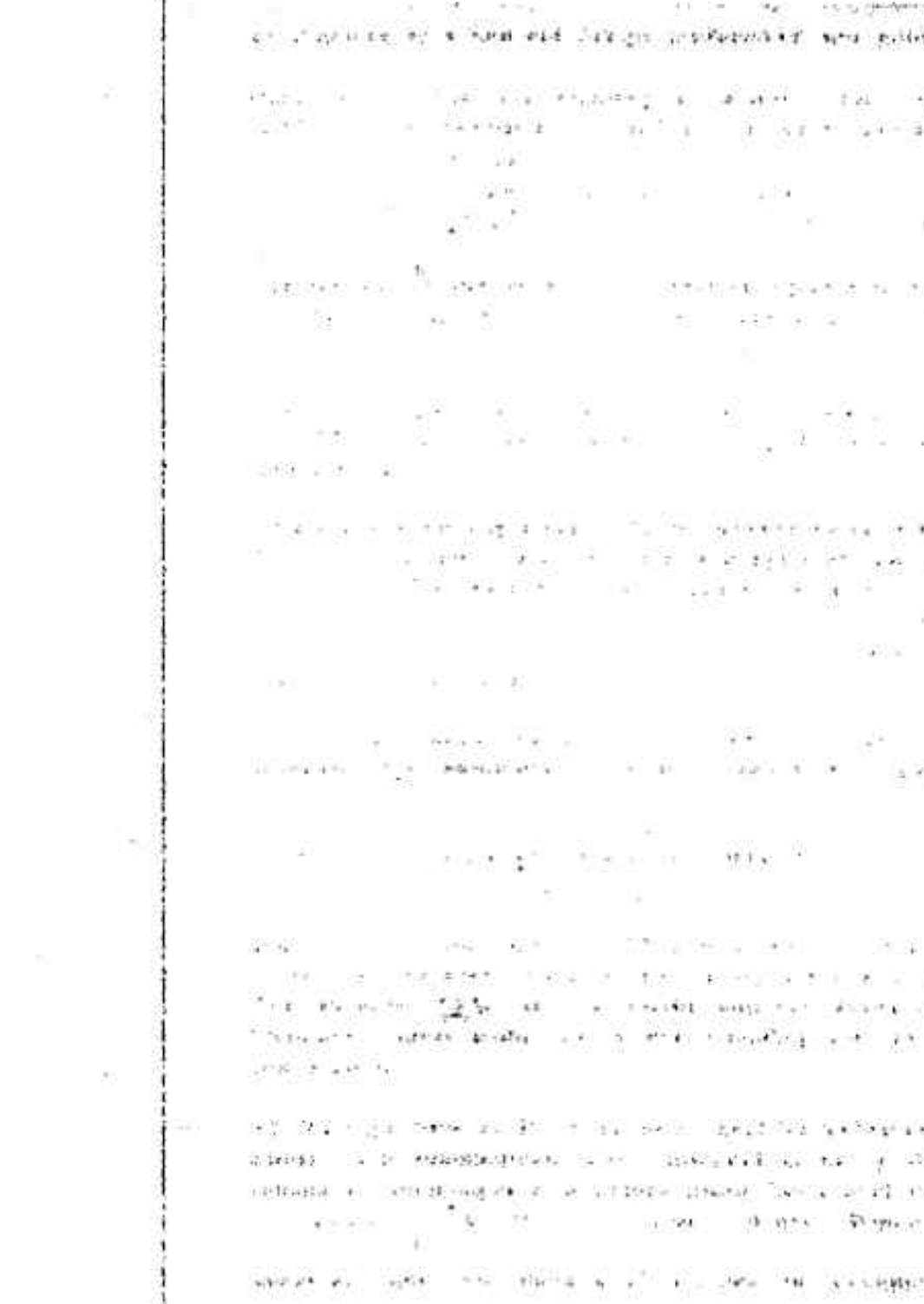
- meetings will be required to be submitted along with the application for an LDP.
- c. Prior to submitting the application for an LDP, the developer/engineer shall contact the Public Works Department, Water Services Division, and arrange to meet on-site with an engineer from the Surface Water Management Program (SWMP), who is responsible for review of Storm Water Concept Plan submittals.
- d. Prior to submitting the application for an LDP, the developer and/or engineer shall submit to the SWMP, through the Development Review Division, a project Storm Water Concept Plan. This concept plan shall indicate the preliminary location of the storm water management facilities intended to manage the quality and quantity of storm water. The concept plan shall specifically address the existing downstream off-site drainage conveyance system(s) that the proposed development surface runoff will impact, and the discharge path(s) from the outlet of the storm water management facilities to the off-site drainage system(s) and/or appropriate receiving waters. As part of the Storm Water Concept Plan submittal, a preliminary capacity analysis shall be performed by the engineer on the off-site drainage system(s) points of constraint. The capacity analysis shall determine the capacity of all existing constraint points, such as pipes, culverts, etc., the point in the stream channel where the 25 year storm peak flow is the greatest percentage of the channel capacity, and the hydraulic grade elevation at these points. The critical capacity points shall be selected based upon the engineer's field observation, professional judgment and limited field survey data. The analysis shall identify the downstream properties pre and post-development 100-year floodplain and for any post-development floodplain increase, the developer shall acquire the applicable off-site drainage easement to accommodate the 100-year storm flow through impacted properties.
- e. Where storm water currently drains by sheet flow and it is proposed to be collected to and/or discharged at a point, the discharge from the storm water management facility outlet shall mimic pre-development sheet flow conditions. A description of the method proposed to achieve post-development sheet flow conditions shall be provided as part of the Storm Water Concept Plan. Should the method to achieve sheet flow be unsuccessful, the developer shall acquire an easement(s) from the point of discharge to a point down gradient at a live dry weather stream sufficient to contain the 25 year storm flow or other location as approved by the Director of Public Works.
- f. A draft of the Inspection and Maintenance Agreement required by Fulton County Code, Section 26-278 shall be submitted to the Department of Public Works with the Storm Water Concept Plan.

EPH (P:\PlanAnalysis\PermitCase\042-0766.07)
*Revised site plan submitted on 7/07/04
Remains/104

Petition: 2004Z-0076 SFC
RIA 2002Z-0073 SFC
SOC Meeting: 08/04/04

WRAP-UP
7-4

treatment of all flows from all developed lots or parcels, individual residences or building structures.



EPH (P:\PlanAnalysis\PermitCase\042-0766.07)
*Revised site plan submitted on 7/07/04
Remains/104

Petition: 2004Z-0076 SFC
RIA 2002Z-0073 SFC
SOC Meeting: 08/04/04

EPH (P:\PlanAnalysis\PermitCase\042-0766.07)
*Revised site plan submitted on 7/07/04
Remains/104

Petition: 2004Z-0076 SFC
RIA 2002Z-0073 SFC
SOC Meeting: 08/04/04

WRAP-UP
7-5

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request for Approval of A Resolution Authorizing The Elected Officials Of The City Of South Fulton, Georgia To Be Covered Under Workers' Compensation; And For Other Lawful Purposes

DATE: September 26, 2023

SUBJECT: Request for Approval of A Resolution Authorizing The Elected Officials Of The City Of South Fulton, Georgia To Be Covered Under Workers' Compensation; And For Other Lawful Purposes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Resolution Authorizing Workers' Comp Coverage for Elected Officials	Cover Memo	9/22/2023

**A RESOLUTION AUTHROIZING THE ELECTED OFFICIALS OF THE CITY OF
SOUTH FULTON, GEORGIA TO BE COVERED UNDER WORKERS'
COMPENSATION; AND FOR OTHER LAWFUL PURPOSES**

**(SPONSORED BY COUNCILMEMBER LINDA B. PRITCHETT AND THE DIRECTOR
OF THE HUMAN RESOURCES DEPARTMENT)**

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

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

WHEREAS, the City, pursuant to Section 3.10 (b) of its Charter, has the authority to adopt and provide for resolutions, rules, and regulations, not inconsistent with the Charter and with the Constitution and laws of the State of Georgia; and

WHEREAS, the City is already a participant in the Georgia Municipal Associations ("GMA") insurance program; and

WHEREAS, the City desires to provide workers' compensation coverage to its elected officials by and through the Georgia Municipal Associations ("GMA") Workers' Compensation Self-Insurance Fund; and

WHEREAS, the Mayor and the City Council find that establishing workers' compensation coverage for elected officials through GMA is in the best interest of the City.

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

Section 1. The Elected Officials of the City of South Fulton shall be covered under the GMA Workers Compensation Self-Insurance Fund while performing their duties on behalf of the City.

Section 2. The City Manager and/or Human Resources Director is hereby authorized to negotiate, implement and/or execute such documents as may be needed to formalize and provide workers' compensation coverage for the City's elected officials, subject to approval as to form by the City Attorney.

Section 3. The City Manager and the City Attorney are hereby authorized to take such other action as may be necessary to implement the purpose and the provisions of this Resolution, such as developing policies and procedures for the program.

Section 4. It is hereby declared to be the intention of the City Council that:

(a) All sections, paragraphs, sentences, clauses, and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable, and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Resolution is severable from every other section, paragraph, sentence, clause, or phrase of this Resolution. No section, paragraph, sentence, clause, or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Resolution.

Section 5. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 6. All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed .

Section 7. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request for Approval of A Resolution To Approve And Implement The Project Lifesaver Program And For Other Purposes

DATE: September 26, 2023

SUBJECT: Request for Approval of A Resolution To Approve And Implement The Project Lifesaver Program And For Other Purposes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Resolution to Approve And Implement Project Lifesaver Program	Cover Memo	9/22/2023

**A RESOLUTION TO APPROVE AND IMPLEMENT THE PROJECT LIFESAVER
PROGRAM AND FOR OTHER PURPOSES**

(Sponsored by Councilmember(s): Jaceey Sebastian, ??????)

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

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

WHEREAS, the City, pursuant to Section 3.10 (b) of its Charter, has the authority to adopt and provide for resolutions, rules and regulations, not inconsistent with the Charter and with the Constitution and laws of the State of Georgia; and

WHEREAS, the Chief of Police, on September 12, 2023, during the City Council Work Session provided a presentation regarding the Project Lifesaver Plan: and

WHEREAS, the Project Lifesaver Plan is a proactive program that involves specialized operations that respond to incidents where Alzheimer's patients, people diagnosed with Autism or other situations where people suffer from diminished capacity, have wandered away from their homes, become lost and unable to find their way into a safe environment; and

WHEREAS, the Project Lifesaver Plan provided compelling statistics regarding the number of Alzheimer's, autism or other individuals that suffer from these diseases or diminished capacity and that these individuals either wonder off, become disoriented or confused and are unable to make their way home or to their desired destination; and

WHEREAS, the Project Lifesaver Plan has found a possible solution by conducting tests over a one-year period that placed transmitters on people that wandered and then utilize radio telemetry technology to locate them, with all participants being found within 30 minutes of wandering off; and

WHEREAS, Project Lifesaver is the only current organization officially organized to electronically locate lost people; and

WHEREAS, Project Lifesaver's cost analysis states that the national average of an Alzheimer's search is approximately 9 hours x \$1,500 per hour = \$13,500.00 and that the basic cost to start Project Lifesaver is roughly \$4,800.00; and

WHEREAS, after considering the presentation and recommendation of the Chief of Police, the City Council hereby approves the following recommendation: 1) Police Department contact Project Lifesaver and submit a letter of intent, 2) approve the receipt of equipment and training from Project Lifesaver instructors, 3) approve the associated startup costs, and 4) Police Department implements and starts their own program; and

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

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

Section 1. The Interim City Manager and Chief of Police are authorized to take the necessary steps and/or actions to apply for, enroll and participate in the Project Lifesaver Program and to also appropriate the necessary funding to receive the necessary equipment and training from the Lifesaver Program.

Section 2. The Police Chief is hereby instructed to implement and start its own program consistent with the training, guidelines and instructions provided by Project Lifesaver.

Section 3. It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences, clauses, and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable, and constitutional. (b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Resolution is severable from every other section, paragraph, sentence, clause, or phrase of this Resolution. No section, paragraph, sentence, clause, or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Resolution. (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 4. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 5. All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 6. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request for approval to utilize the services of Utilicom Supply Associates to secure Traffic Signal Cabinets and components that will be used to keep signals up to date. The amount of the Purchase Order will be \$157,481.60.

DATE: September 26, 2023

SUBJECT: Request for approval to utilize the services of Utilicom Supply Associates to secure Traffic Signal Cabinets and components that will be used to keep signals up to date. The amount of the Purchase Order will be \$157,481.60.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Signal Cabinets Request 09.12.23 (1)	Cover Memo	9/24/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request for Approval To Accept A Congressional Appropriation of \$805,000 to purchase police cruisers and acquire the National Integrated Ballistics Information Network

DATE: September 26, 2023

SUBJECT: Request for Approval To Accept A Congressional Appropriation of \$805,000 to purchase police cruisers and acquire the National Integrated Ballistics Information Network

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
South Fulton Letter - Lt Jubal Rogers	Cover Memo	9/24/2023

Congress of the United States
House of Representatives
Washington, DC 20515-1013

Dear City of South Fulton Police Lieutenant Jubal Rogers:

I want you and City of South Fulton to know about the funds, for which I have just gotten approval, for 4 projects, in Fulton County; by a majority vote in the House Appropriations Subcommittees to be included in the full Senate and House Appropriations Committee bills.

These are the five projects and their funding levels that I have gotten approved for Fulton County:

1. **South Fulton Police Department Project (\$805,000):** The City of South Fulton will use this funding to purchase police cruisers and acquire the National Integrated Ballistics Information Network (NIBIN).
2. **Christian City Serving Homeless Youth Project (\$500,000):**
To build two residential cottages to serve foster youth.
3. **Union City Shannon Parkway Streetscape Project (\$850,000):**
Union City will use this funding to provide infrastructure support.
4. **City of College Park Water System Project (\$959,752):**
To design and purchase a new water storage tank and booster station.
5. **City of College Park Finding the Flint Project (\$500,000):**
To transform a vacant property into a public nature reserve and park.

We would deeply appreciate it if you would be kind enough to please share this great news with the wonderful people in Fulton County.

For any follow up information, you may contact me or my appropriations assistant, Ms. Zoe Prince, at 202-255-9990 or at Zoe.Prince@mail.house.gov.

Sincerely,



David Scott
Member of Congress

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request for Approval of A Memorandum of Understanding with Hapeville Charter School

DATE: September 26, 2023

SUBJECT: Request for Approval of A Memorandum of Understanding with Hapeville Charter School

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Intergovernmental Agreement between the City of South Fulton and Hapeville Charter 9.11.2023	Cover Memo	9/22/2023

Intergovernmental Agreement between the City of South Fulton
Parks and Recreation Department, and Hapeville Charter

This Intergovernmental Agreement ("IGA") is made and entered into on this 12th day of September 2023, between the City of South Fulton Parks and Recreation Department, hereinafter referred to as "Parks and Recreation Department," and Hapeville Charter, hereinafter referred to as "Hapeville Charter."

WHEREAS, both parties seek to promote recreational and educational opportunities for the community they serve; and

WHEREAS Parks and Recreation Department is the governing body responsible for the management and maintenance of Burdett Park, which includes the field and gymnasium located at 2945 Burdette Rd, South Fulton GA. 30349, and Hapeville Charter is an educational institution with facilities located at 6045 Buffington Rd Union City Ga 30349, Hapeville; and

WHEREAS, both parties acknowledge the mutual benefits of sharing resources and facilities for the enhancement of community programs and services.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parks and Recreation Department and Hapeville Charter hereby agree as follows:

1. Access to Burdett Park Facilities: a. Hapeville Charter shall have access to utilize the field and gymnasium at Burdett Park for school-related and extracurricular activities during non-conflicting hours with scheduled Parks and Recreation Department events. Scheduling shall be coordinated in advance between the designated representatives of both parties to ensure efficient use of the facilities.
2. Access to Hapeville Charter Facilities: a. Parks and Recreation Department shall have access to utilize space within the premises of Hapeville Charter for programming, including but not limited to the Workforce Academy, events, and meetings. The specific allocation of space and scheduling shall be mutually agreed upon by both parties in advance.
3. Liability and Insurance: a. Each party shall be responsible for its own liabilities and shall maintain adequate insurance coverage for its respective operations,

events, and activities. The parties shall indemnify and hold each other harmless from any claims, damages, or losses arising from their own actions or negligence.

4. Term and Termination: a. This agreement shall commence on the date of execution by both parties and shall remain in effect for a period of three (3) years, unless terminated earlier in accordance with the provisions set forth herein. b. Either party may terminate this agreement with a thirty (30) days' written notice to the other party if there is a material breach of any term or condition contained herein.
5. Amendments: a. Any amendments or modifications to this agreement shall be in writing and signed by both parties.
6. Governing Law: a. This agreement shall be governed by and construed in accordance with the laws of Georgia/United States.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of their respective organizations, have executed this Intergovernmental Agreement as of the date first above written.

Signed and executed by:

City of South Fulton:

City Manager _____ Date _____

Director DPRCA _____ Date _____

Clerk _____ Date _____

Hapeville Charter Academy:

Name _____ Title _____

Date _____

Name _____ Title _____

Date _____

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 6:50 p.m. Second Read and Request for Approval of An Ordinance To Amend Title 1, Administration, Chapter 3 - Mayor And Council, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending Section 1-3001 - Time, Place For Meetings And Zoning Hearings; Open Meetings

DATE: September 26, 2023

SUBJECT: 6:50 p.m. Second Read and Request for Approval of An Ordinance To Amend Title 1, Administration, Chapter 3 - Mayor And Council, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending Section 1-3001 - Time, Place For Meetings And Zoning Hearings; Open Meetings

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ord2023 Ordinance to Amend Time for All Meetings to Begin vdh edits (081823)	Cover Memo	9/22/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

AN ORDINANCE TO AMEND TITLE 1, ADMINISTRATION, CHAPTER 3 - MAYOR AND COUNCIL, OF THE CITY OF SOUTH FULTON CODE OF ORDINANCES, FOR THE PURPOSE OF AMENDING SECTION 1-3001 – TIME, PLACE FOR MEETINGS; OPEN MEETINGS; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, City Council has authority to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations consistent with the Charter, Constitution, and laws of the State of Georgia; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this Ordinance is in the best interest of the public, health, safety, and welfare.

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

Section 1. That Title 1, Administration, Chapter 3, Mayor and Council, Sec. 1-3001 (Time, Place for Meetings; Open Meetings) of the City of South Fulton Code of Ordinances which currently reads as follows:

“Sec. 1-3001. Time, Place for Meetings; Open Meetings.

(a) Unless otherwise noted by the council, all meetings of the council shall be held at: 7:00 p.m. In the event that there is no quorum present at the scheduled starting time for that meeting, the mayor shall wait 30 minutes to see whether a quorum will be present. If a quorum is not obtained after this waiting period, the mayor shall adjourn the meeting and readvertise it in accordance with state law. Meetings are held at 7:00 p.m. on the second and fourth Tuesday of each month unless special circumstances dictate a different meeting date, time, or place. In the event that special circumstances dictate a different meeting date, time, or place, the public shall be duly notified in accordance with O.C.G.A. § 50-14-1 et seq., the Georgia Open Meetings Act. The council holds regularly scheduled work sessions commencing at 5:00 p.m. on the second and fourth Tuesdays of each month.

(b) All meetings of the council shall be held in accordance with O.C.G.A. § 50-14-1 et seq., the Georgia Open Meetings Act. The public shall be granted access to all meetings at all times except closed executive sessions. The law states that where a quorum of the governing authority or agency thereof are present, and where official action is to be discussed or taken, the meetings must be open, and the public granted access.”

be amended, in its entirety, to read as follows:

“Sec. 1-3001. Time, Place for Meetings; Open Meetings.

(a) Unless otherwise noted by the council, all meetings of the council will begin at 4:00 p.m. In the event that there is no quorum present at the scheduled starting time for that meeting, the mayor shall wait 30 minutes to see whether a quorum will be present. If a quorum is not obtained after this waiting period, the mayor shall adjourn the meeting and readvertise it in accordance with state law. Meetings are held at 4:00 p.m. on the second and fourth Tuesday of each month unless special circumstances dictate a different meeting date, time, or place. In the event that special circumstances dictate a different meeting date, time, or place, the public shall be duly notified in accordance with O.C.G.A. § 50-14-1 et seq., the Georgia Open Meetings Act. ~~The council holds regularly scheduled work sessions commencing at 5:00 p.m. on the second and fourth Tuesdays of each month.~~

(b) All meetings of the council shall be held in accordance with O.C.G.A. § 50-14-1 et seq., the Georgia Open Meetings Act. The public shall be granted access to all meetings at all times except closed executive sessions. The law states that where a quorum of the governing authority or agency thereof are present, and where official action is to be discussed or taken, the meetings must be open, and the public granted access.

(c) Except as provided in the Charter as it relates to the reoccurring meetings on the second and fourth Tuesday of each month and a minimum of one regular meeting be held each month, all other subsequent amendments and/or changes to the time of the meetings, place(s) and/or the number of work sessions or other meetings may be accomplished through resolution.”

Section 2. Where new sections or paragraphs are added that change the numbering and/or lettering of existing sections or paragraphs, all references throughout the Ordinance will be updated accordingly.

Section 3. It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise

unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 4. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 5. All ordinances or parts thereof that are in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 6. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 6:55 p.m. Request for approval to confirm a special event for “Camp Creek Church of Christ 5K Walk/ Run” - September 30, 2023 - 9 am - 10:30 am start and end at the church driveway located at 2400 Merk Rd, South Fulton, GA 30311.

DATE: September 26, 2023

SUBJECT: 6:55 p.m. Request for approval to confirm a special event for “Camp Creek Church of Christ 5K Walk/ Run” - September 30, 2023 - 9 am - 10:30 am start and end at the church driveway located at 2400 Merk Rd, South Fulton, GA 30311.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
September 26 Agenda Special Event Permit Camp Creek Church of Christ 5k Sept 30_Redacted	Cover Memo	9/22/2023

City of South Fulton Agenda Item Summary



City Council Meeting Date 9/26/2023		
Requesting Department Community Development and Regulatory Affairs		Council District(s) Affected 2
Requested Action Council to confirm a special event for "Camp Creek Church of Christ 5K Walk/ Run" - September 30, 2023 - 9 am - 10:30 am start and end at the church driveway located at 2400 Merk Rd, South Fulton, GA 30311		
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 304.01 of the City's Municipal Codes calls for the City Council to approve all indoor and outdoor special events.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Staff has reviewed and determined that this event, as proposed, meets or exceeds the minimum requirements within the City's Municipal Code.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval 		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval



APPLICANT'S CHECKLIST

All applications must be complete and signed by applicant.
Applications are due at least sixty (60) working days
in advance - \$75 application fee.

If the event includes the usage of City Parks, please contact the City's Parks and Recreation Department at (470) 809-7275 or <https://www.cityofsouthfultonga.gov/2492/Parks-and-Facilities-Directory> prior to completing this application.

APPLICANT'S INFORMATION

Name: Ezora Sweet-Grundy E-mail: [REDACTED]
Address: [REDACTED]
Phone#/Fax#: _____
24-Hour Emergency Contact Number: _____

ORGANIZATION INFORMATION

Organization Name: Camp Creek Church of Christ
Address: 2400 Merk Rd SW, South Fulton, GA 30331
Person(s) Responsible: Michael Jones, Elder
Address: 2400 Merk Rd SW, South Fulton, GA 30331
Phone#/Fax#: [REDACTED]

EVENT DETAILS

Beginning Date: September 30, 2023 Ending Date: September 30, 2023
Start Time(s): 9:00 a.m. End Time(s): 10:30 a.m.
Exact Location: Merk Rd.

Is the event's location owned by the applicant? ☐ Yes ☒ No
If no, please attached property owner's authorization to hold event on their property.



Description of

Activities to occur: 5k Walk/Run. The walkers/runners will begin at the end of the 2nd driveway at Intersection of Merk Rd and Alamosa Path and return back to the beginning point.

Participants expected: 50 - 75

Purpose of Event:

To support and encourage physical fitness in a fun and comfortable envior

Will any public facilities or equipment be requested? ☒ No ☐ Yes If yes, please describe below:

Will this event involve the usage of any Georgia Department of Transportation roads/highways?

☐ No ☒ Yes If yes, please describe below and attach authorizations:

This event course will be on Merk Rd. See the attached map.

Does the Fulton County Health Department possess jurisdiction over the event? ☒ No ☐ Yes If yes, please describe below and attach authorizations:

Will any tents be erected in association with this special event? ☒ No ☐ Yes If yes, include a Tent application with your submittal.

Will any temporary signage be used in association with this special event? ☒ No ☐ Yes If yes, include a sign permit application with your submittal.

Will alcohol be served? ☒ No ☐ Yes If yes, please specify the name of the business with the Alcoholic Beverage License that will serve alcoholic beverages at your event. **An additional fee of \$50 will be required if alcohol will be served or sold.**

Name of Business
serving alcoholic
beverages:

Issuing
Authority and
License #:

Will this event include a Parade? ☒ No ☐ Yes If yes, answer the following:

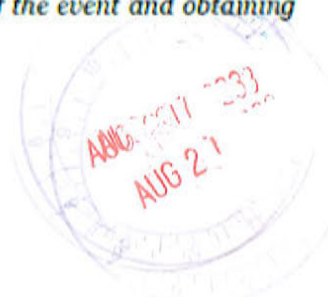
Staging Area Location:

Arrival Time at
Staging Area:

Parade Start
Time:

Map of exact route of parade including starting and termination points is attached. ☐ No ☒ Yes

At the city's request, the applicant may be required to obtain and present evidence of a surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 personal injury per occurrence and \$500,000.00 property damage per occurrence against all claims arising from permits issued pursuant to this chapter. If the event poses higher risks than covered by such insurance, the applicant shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.





SPECIAL EVENT PERMIT CONDITIONS

As a condition to the issuance of a Special Event Permit, the licensee shall indemnify and hold the City harmless from claims, demand or cause of action which may arise from activities associated with this applicable special event.

I, Michael A. Jones, Applicant, do solemnly swear subject to criminal penalties for false swearing, that the statement and answers made by me to the foregoing questions in this application for a City of South Fulton Special Event Permit, are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license.

Michael A. Jones
Applicant Signature

2/20/2023
Date

Brenda C. Edwards
Notary

January 30, 2025
Commission Expires



CLASS OF EVENT

- ☐ Co-sponsored event with the City
- ☐ Fundraising for charitable events
- ☐ Special event (primarily)
- ☐ Special event with road closure
- ☐ Special event with tent – square footage of tent _____
- ☐ Special event with temporary signage
- ☐ Special event with alcohol served

Date: _____	Permit#: cccc005-23006941	Permit Fee Due: \$75.00
-------------	---------------------------	-------------------------

APPLICATION FOR PERMIT APPROVED BY (WHERE APPLICABLE):N. Campbell

Electronic Review/ Approval 09/06/2023

COMMUNITY DEVELOPMENT SERVICES DIRECTORMaj. T. Prichett

Electronic Review/ Approval 09/06/2023

POLICE CHIEFChief / Fire Marshal D Dingler

Electronic Review/ Approval 09/06/2023

FIRE CHIEFDep Dir. J. Martinez

Electronic Review/ Approval 09/06/2023

PUBLIC WORKS DIRECTOR

CITY MANAGER

Elders

*"Shepherd the flock of God that is among you, exercising oversight not under compulsion, but willingly, as God would have you; not for shameful gain, but eagerly; not domineering over those in your charge, but being examples to the flock."
1 Peter 5:2-3*



Vincent Bethel, jr

Elder - Finance and Support Services



Michael Jones

Elder - Family Life and Enrichment



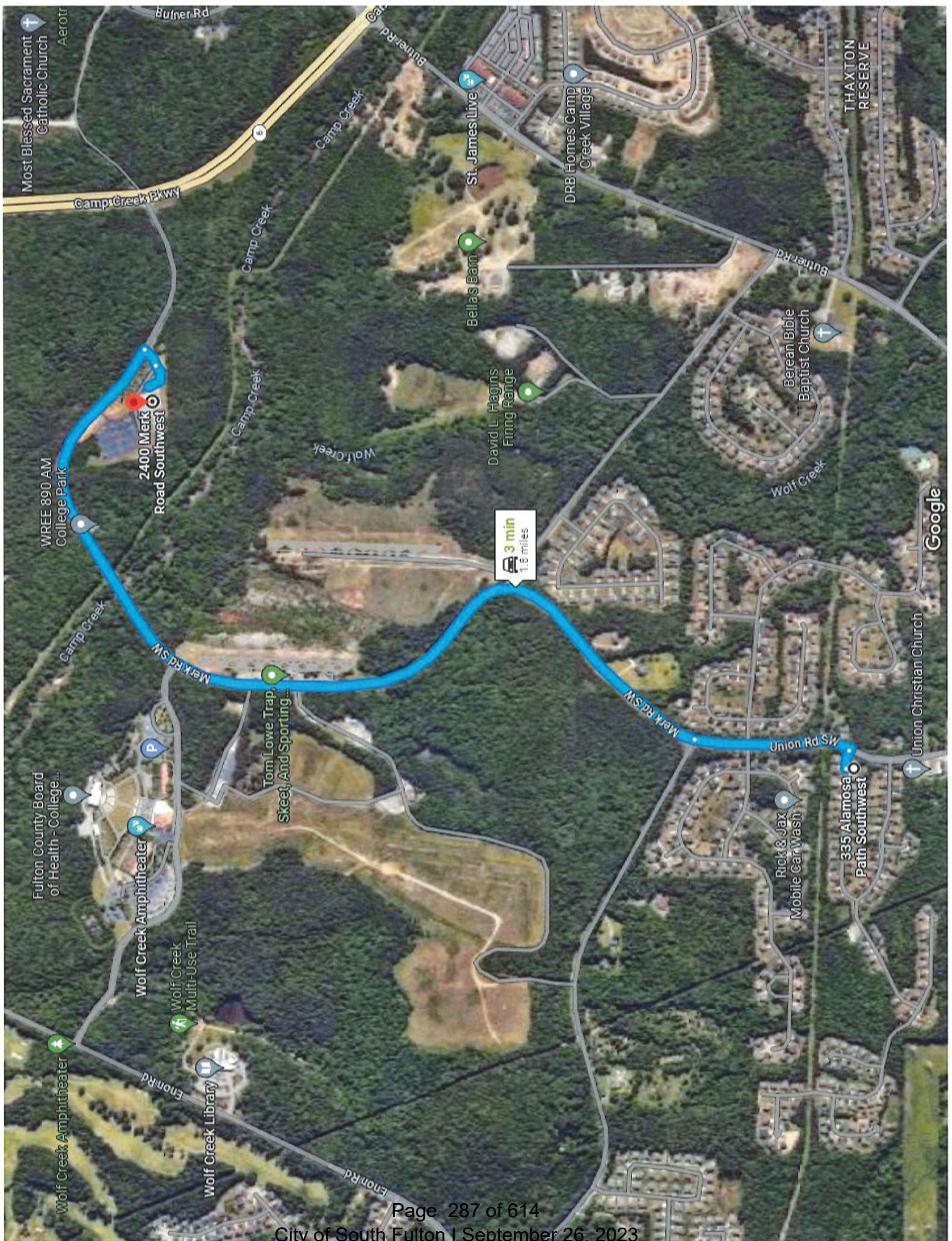
Dr. Howard M. Wright

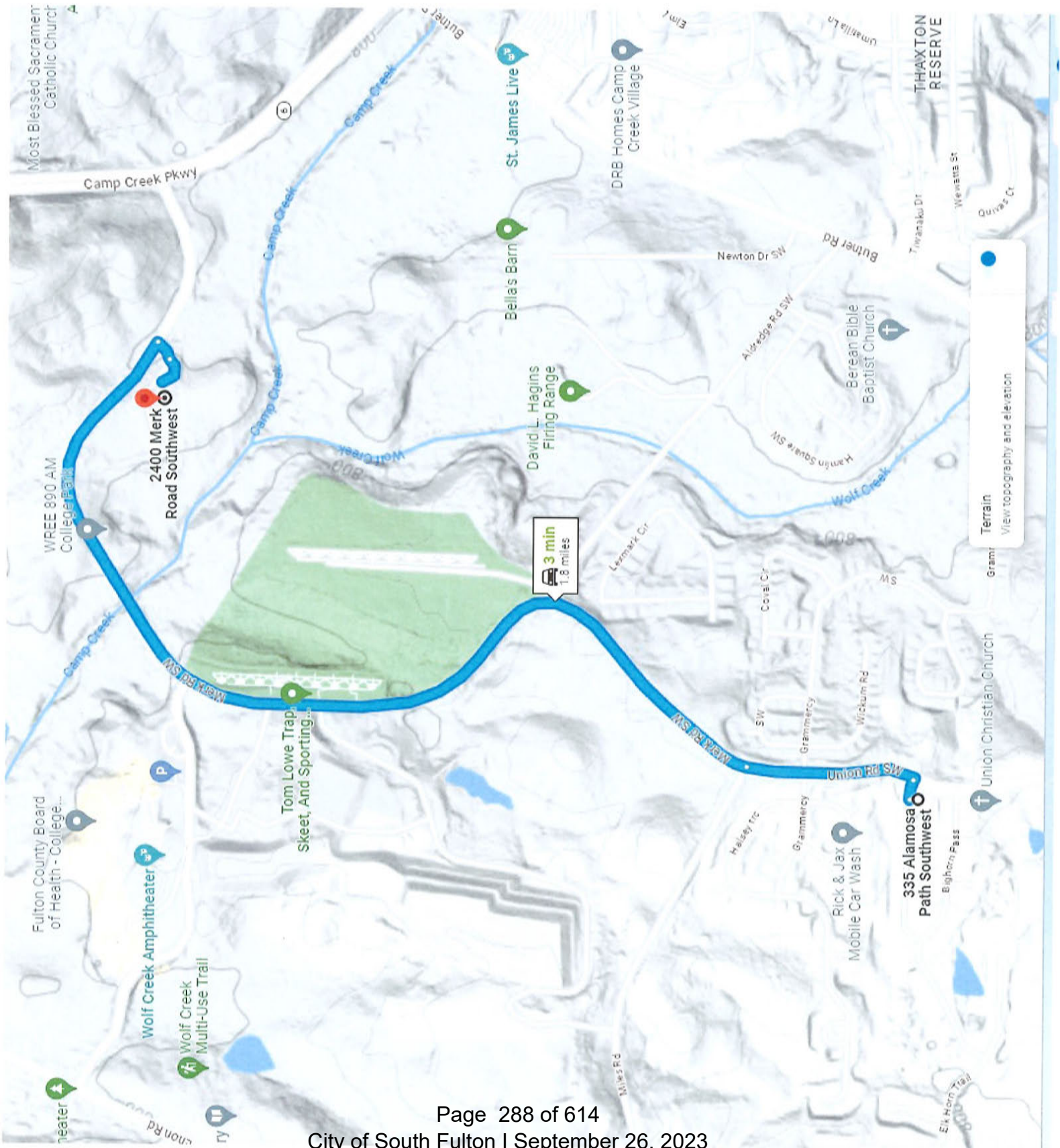
Elder - Church Administration and Education

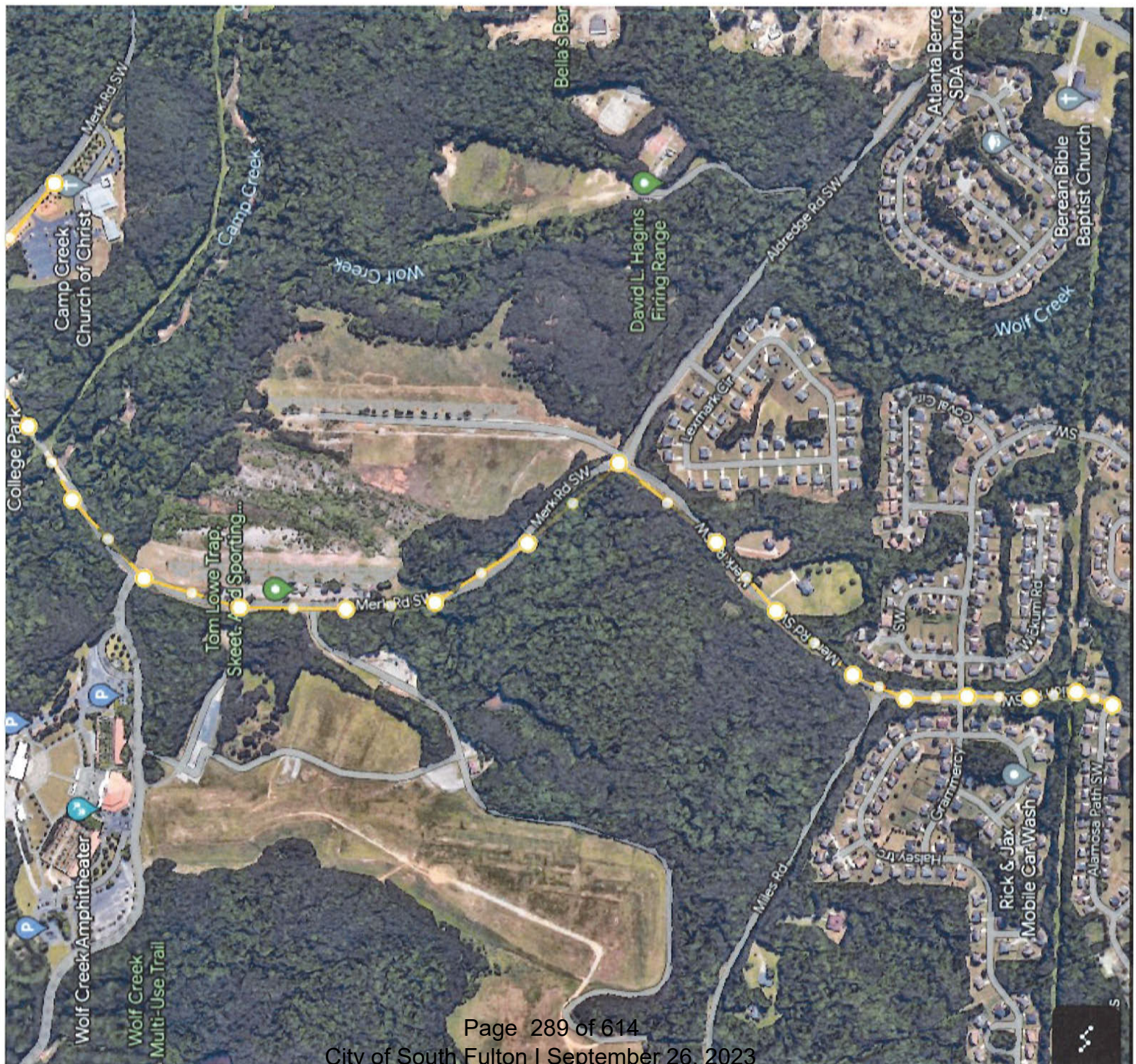


Wiley Canty

Elder - Evangelism







Latrisa Mosley

Subject: FW: Special Event Application for 5K Walk/Run.pdf
Attachments: Special Event Application for 5K Walk-Run.pdf

From: Ezora Sweet-Grundy [REDACTED]
Sent: Monday, August 21, 2023 4:13 PM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Subject: Special Event Application for 5K Walk/Run.pdf

Hello,

Attached is the copy of the application, page 5 that needed to be signed and notarized. You also asked for persons who are certified in CPR, they are the following:

Ms. Sherida Brown, RN, NP-BC
Ms. Joan Pittman, RN





CAMPCRE-01

SKEYS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bitner-Henry Insurance Agency, Inc 401 E Antietam St., Ste B Hagerstown, MD 21740		CONTACT NAME: PHONE (A/C, No, Ext): (800) 231-9963 FAX (A/C, No): (888) 739-1233 E-MAIL ADDRESS: service@bitnerhenry.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Brotherhood Mutual Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
Camp Creek Church of Christ
2400 Merk Rd
Atlanta, GA 30331

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER: General Aggregate	X		10M5A0378062	7/9/2023	7/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of South Fulton is named as additional insured in relation to a 5K run on September 30, 2023.



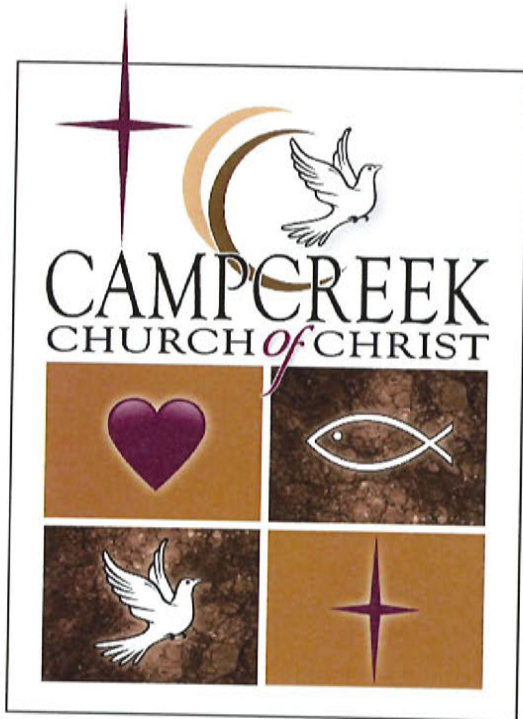
CERTIFICATE HOLDER

CANCELLATION

City of South Fulton
Community Development & Regulatory Affairs
5440 Fulton Industrial Blvd
South Fulton, GA 30336

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Security/Emergency Response Plan for 5K Run/Walk

The 5K Run/Walk will occur on Merk Rd, SW. Participants will enter the the course, which is on Merk Rd, starting at the second driveway of the church property and return to the same driveway to finish the race.

Lieutenant Harper and his colleague, of the South Fulton Police Department will start the race, on motorcycles, preceding the runners. They will continue monitoring the course until all participants have returned to the finish line.

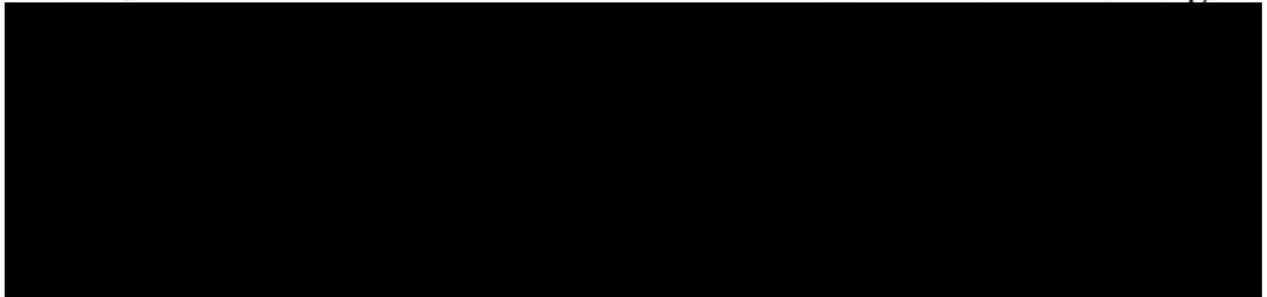
Once all participants have entered the course, the church van will drive behind the participants at a reasonable distance. The van will include 2 adult men and 2 registered nurses. The van will be equipped with an emergency kit and extra water. Each nurse is certified in CPR. As well, a designated phone is available to contact 911 services in the event of an emergency.



Along the course route, there will be 3 water stations operated by 2 adult persons. Each station will have an ice chest of water/Gatorade and 3 chairs. Each person will have a phone to contact the van/nurses and/or 911 in case of an emergency.

All incidents of emergency will be immediately reported to the following:

1. 911



Latrisa Mosley

From: Latrisa Mosley
Sent: Wednesday, September 6, 2023 10:21 AM
To: Nadia Campbell; Tamika Pritchett; Donna Dingler; Shynae Howard; Jim Martinez
Cc: Craigory Harper; Paul Muhammad; Reginald McClendon; Carmalitha Gumbs; Catherine Rowell
Subject: RESPONSE: SPECIAL EVENT PERMIT REQUEST : Security/Emergency plan for 5K Walk/Run for Camp Creek Church of Christ 09.30.2023

Received. Thank you.

Respectfully – Latrisa

From: Nadia Campbell <nadia.campbell@cityofsouthfultonga.gov>
Sent: Wednesday, September 6, 2023 10:04 AM
To: Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>; Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>; Donna Dingler <donna.dingler@cityofsouthfultonga.gov>; Shynae Howard <shynae.howard@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>
Cc: Craigory Harper <Craigory.Harper@cityofsouthfultonga.gov>; Paul Muhammad <paul.muhammad@cityofsouthfultonga.gov>; Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Carmalitha Gumbs <Carmalitha.Gumbs@cityofsouthfultonga.gov>; Catherine Rowell <Catherine.Rowell@cityofsouthfultonga.gov>
Subject: RE: SPECIAL EVENT PERMIT REQUEST : Security/Emergency plan for 5K Walk/Run for Camp Creek Church of Christ 09.30.2023

This event is approved by Zoning.



Nadia Campbell | Plan Review Specialist

City of South Fulton | 5440 Fulton Industrial Blvd. SW, South Fulton, GA 30336

Direct |

Email | Nadia.Campbell@cityofsouthfultonga.gov

Connect with us! [Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [Youtube](#)

From: Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>
Sent: Wednesday, September 6, 2023 8:54 AM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>; Donna Dingler <donna.dingler@cityofsouthfultonga.gov>; Nadia Campbell <nadia.campbell@cityofsouthfultonga.gov>; Shynae Howard <shynae.howard@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>
Cc: Craigory Harper <Craigory.Harper@cityofsouthfultonga.gov>; Paul Muhammad <paul.muhammad@cityofsouthfultonga.gov>; Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Carmalitha Gumbs <Carmalitha.Gumbs@cityofsouthfultonga.gov>; Catherine Rowell <Catherine.Rowell@cityofsouthfultonga.gov>

Latrisa Mosley

From: Jim Martinez
Sent: Wednesday, September 6, 2023 10:13 AM
To: Latrisa Mosley; Tamika Pritchett; Donna Dingler; Nadia Campbell; Shynae Howard
Cc: Craigory Harper; Paul Muhammad; Reginald McClendon; Carmalitha Gumbs; Catherine Rowell
Subject: RE: SPECIAL EVENT PERMIT REQUEST : Security/Emergency plan for 5K Walk/Run for Camp Creek Church of Christ 09.30.2023

Public Works approves.



Jim Martinez Deputy Director of Public Works

City of South Fulton | 5440 Fulton Industrial Blvd. SW, South Fulton, GA 30336

(470) 809-7463 | jim.martinez@cityofsouthfultonga.gov

Connect with us: [Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [SouthFultonMonthly](#)

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Wednesday, September 6, 2023 8:29 AM
To: Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>; Donna Dingler <donna.dingler@cityofsouthfultonga.gov>; Nadia Campbell <nadia.campbell@cityofsouthfultonga.gov>; Shynae Howard <shynae.howard@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>
Cc: Craigory Harper <Craigory.Harper@cityofsouthfultonga.gov>; Paul Muhammad <paul.muhammad@cityofsouthfultonga.gov>; Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Carmalitha Gumbs <Carmalitha.Gumbs@cityofsouthfultonga.gov>; Catherine Rowell <Catherine.Rowell@cityofsouthfultonga.gov>
Subject: SPECIAL EVENT PERMIT REQUEST : Security/Emergency plan for 5K Walk/Run for Camp Creek Church of Christ 09.30.2023

Happy Wednesday All -

I hope this correspondence finds each of you well and safe after an extended holiday weekend..

Please see the attached special event application/ request for CAMP CREEK CHURCH OF CHRIST – 5k WALK/RUN – start and end 2400 Merk R

The event is scheduled – *Saturday, September 30, 2023 (9 a.m.)* and requires a review/ approval from your respective division (Public Works/ PD/ Fire/ Planning); therefore, your response is requested and appreciated.

Latrisa Mosley

From: Latrisa Mosley
Sent: Wednesday, September 6, 2023 10:16 AM
To: Tamika Pritchett; Donna Dingler; Nadia Campbell; Shynae Howard; Jim Martinez
Cc: Craigory Harper; Paul Muhammad; Reginald McClendon; Carmalitha Gumbs; Catherine Rowell; Keith Meadows
Subject: RESPONSE: SPECIAL EVENT PERMIT REQUEST : Security/Emergency plan for 5K Walk/Run for Camp Creek Church of Christ 09.30.2023

Received. Thank you.

Respectfully – Latrisa

From: Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>
Sent: Wednesday, September 6, 2023 10:02 AM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>; Donna Dingler <donna.dingler@cityofsouthfultonga.gov>; Nadia Campbell <nadia.campbell@cityofsouthfultonga.gov>; Shynae Howard <shynae.howard@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>
Cc: Craigory Harper <Craigory.Harper@cityofsouthfultonga.gov>; Paul Muhammad <paul.muhammad@cityofsouthfultonga.gov>; Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Carmalitha Gumbs <Carmalitha.Gumbs@cityofsouthfultonga.gov>; Catherine Rowell <Catherine.Rowell@cityofsouthfultonga.gov>; Keith Meadows <keith.meadows@cityofsouthfultonga.gov>
Subject: RE: SPECIAL EVENT PERMIT REQUEST : Security/Emergency plan for 5K Walk/Run for Camp Creek Church of Christ 09.30.2023

Good day:

Lt. Harper has confirmed with the coordinator that 4 officers will be hired for this event and DOT does not need to be notified due to it being a short event.

The Police Department approves.

Regards,
Major T. Pritchett

From: Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>
Sent: Wednesday, September 6, 2023 8:54 AM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>; Donna Dingler <donna.dingler@cityofsouthfultonga.gov>; Nadia Campbell <nadia.campbell@cityofsouthfultonga.gov>; Shynae Howard <shynae.howard@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>
Cc: Craigory Harper <Craigory.Harper@cityofsouthfultonga.gov>; Paul Muhammad <paul.muhammad@cityofsouthfultonga.gov>; Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Carmalitha Gumbs <Carmalitha.Gumbs@cityofsouthfultonga.gov>; Catherine Rowell <Catherine.Rowell@cityofsouthfultonga.gov>
Subject: Re: SPECIAL EVENT PERMIT REQUEST : Security/Emergency plan for 5K Walk/Run for Camp Creek Church of Christ 09.30.2023

Good morning:

Latrisa Mosley

From: Donna Dingler
Sent: Wednesday, September 6, 2023 1:04 PM
To: Latrisa Mosley; Tamika Pritchett; Nadia Campbell; Shynae Howard; Jim Martinez
Cc: Craigory Harper; Paul Muhammad; Reginald McClendon; Carmalitha Gumbs; Catherine Rowell
Subject: Re: SPECIAL EVENT PERMIT REQUEST : Security/Emergency plan for 5K Walk/Run for Camp Creek Church of Christ 09.30.2023

Fire approves, good hydration and EMS plan. Thank you

Get [Outlook for iOS](#)

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Wednesday, September 6, 2023 8:29 AM
To: Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>; Donna Dingler <donna.dingler@cityofsouthfultonga.gov>; Nadia Campbell <nadia.campbell@cityofsouthfultonga.gov>; Shynae Howard <shynae.howard@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>
Cc: Craigory Harper <Craigory.Harper@cityofsouthfultonga.gov>; Paul Muhammad <paul.muhammad@cityofsouthfultonga.gov>; Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Carmalitha Gumbs <Carmalitha.Gumbs@cityofsouthfultonga.gov>; Catherine Rowell <Catherine.Rowell@cityofsouthfultonga.gov>
Subject: SPECIAL EVENT PERMIT REQUEST : Security/Emergency plan for 5K Walk/Run for Camp Creek Church of Christ 09.30.2023

Happy Wednesday All -

I hope this correspondence finds each of you well and safe after an extended holiday weekend..

Please see the attached special event application/ request for CAMP CREEK CHURCH OF CHRIST – 5k WALK/RUN – start and end 2400 Merk R

The event is scheduled – *Saturday, September 30, 2023 (9 a.m.)* and requires a review/ approval from your respective division (Public Works/ PD/ Fire/ Planning); therefore, your response is requested and appreciated.

Please advise if anything further/ additional information is needed to assist with this task.

Have a Terrific evening and stay safe !!!

Respectfully –

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 7:00 p.m. Second Read and Request for Approval of An Ordinance To Amend Title 8, Traffic And Vehicles, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending Certain Regulations Related To Parking; And For Other Lawful Purposes.

DATE: September 26, 2023

SUBJECT: 7:00 p.m. Second Read and Request for Approval of An Ordinance To Amend Title 8, Traffic And Vehicles, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending Certain Regulations Related To Parking; And For Other Lawful Purposes.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Amended Ordinance - Parking Enforcement_8-31	Cover Memo	9/22/2023

AMENDMENT

AN AMENDED ORDINANCE TO AMEND TITLE 8, TRAFFIC AND VEHICLES, OF THE CITY OF SOUTH FULTON CODE OF ORDINANCES, FOR THE PURPOSE OF AMENDING CERTAIN REGULATIONS RELATED TO PARKING; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Gumbs)

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

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

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this Ordinance is in the best interest of the public health, safety, and welfare.

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

Section 1. That Title 8, Traffic and Vehicles, Chapter 1, In General, Sec. 8-1014 (Duties and authority of police officers) subsection (c), of the City of South Fulton Code of Ordinances be amended to read as follows:

“Sec. 8-1014. – Duties and authority of police officers.

...

(c) When at the scene of a fire, City fire and rescue officers may direct or assist the police in directing traffic if within the immediate vicinity.”

Section 2. That Title 8, Traffic and Vehicles, Chapter 1, In General, Sec. 8-1017 (No parking rules), of the City of South Fulton Code of Ordinances be amended to read as follows:

“Sec. 8-1017. – No parking rules.

(a) It shall be unlawful at any time to permit any motor vehicle to stand, stop or park upon any public street, road, alley or walkway of the city in any of the following places or under any of the following conditions except in compliance with the directions of a law enforcement official or a traffic control device:

(1) In any intersection;

(2) In any pedestrian crosswalk, **or sidewalk**;

- (3) Within 20 feet of any intersection or pedestrian crosswalk;
- (4) At any place where the parking of the motor vehicle would block the use of a driveway or **alleyway**;
- (5) At any place where the standing, stopping, or parking of a motor vehicle will reduce the usable width of the street, road, alley or walkway to less than 25 feet;
- (6) Within ten feet of a driveway;
- (7) Within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or traffic-control signal located at the side of a roadway;
- (8) Within 20 feet of the driveway entrance to any fire station or on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when properly posted); or
- (9) **Reserved** ~~At any place where the standing, stopping, or parking of a motor vehicle will reduce the usable width of the street, road, alley or walkway to less than 25 feet;~~
- (10) On any city street without valid registration or insurance;
- (11) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
- (12) Within 15 feet of a fire hydrant;
- (13) In the area between roadways of a divided highway, including crossovers;
- (14) In any manner that creates **or could create** a traffic hazard; **or has the potential to impede, or directly impedes traffic flow.**
- (15) At any place where official signs prohibit parking and/or standing;
- (16) On any public road **or street** whose width is less than 21 feet, curb to curb.
- (17) **On any public parking space designated for persons with disabilities, unless there is displayed on the driver's side of the dashboard or hung from the rearview mirror of the parked vehicle, a valid, unexpired parking permit for persons with disabilities, or unless there is attached to the vehicle a specially designated license plate for disabled veterans or other disabled persons.**

- (b) In the case that the police chief or his/her designee causes a sign to be posted at any area where parking is prohibited under the city code or state law, parking shall be prohibited under the following additional conditions except in compliance with the directions of a law enforcement official or a traffic control device:

- (1) Parking of motor vehicles between the hours of 12:00 a.m. and 6:00 a.m.; or
- (2) ~~At~~ **At** any place where the standing, stopping, or parking of a motor vehicle will reduce the usable width of the street, road, alley or walkway to less than 25 feet.
- (c) Any person violating this section shall be subject to a penalty in the amount of ~~\$25.00~~ **\$40.00**, in addition to impound, tow and/or another other remedy allowed by law. Each day in non-compliance shall constitute a separate violation.

Section 3. That Title 8, Traffic and Vehicles, Chapter 1, In General, Sec. 8-1019 (HOA and Non-HOA Communities Parking Enforcement Signs & Traffic Patrol), of the City of South Fulton Code of Ordinances be deleted in its entirety, and replaced with the following:

“Sec. 8-1019. – HOA and Non-HOA Communities Parking Enforcement Signs & Traffic Patrol.

- (a) A Homeowner's Association ("HOA") or Non-HOA residential community (collectively referred to as "communities") may register for parking enforcement signs in addition to requesting temporary residential traffic patrol in their community. A non-HOA residential community shall be defined under this chapter as a residential community without an organized HOA or with an HOA that is inactive, insolvent, or without current board members; Temporary residential traffic patrol shall be defined as a temporary deployment or assignment of law enforcement personnel to monitor and regulate concerns or incidents that affect the safety of residents in a particular neighborhood.
- (b) **Application** - The City Manager, in partnership with Public Works and The South Fulton Police and Fire Departments, shall construct a method for which HOA and Non-HOA residential communities may apply for Parking Enforcement Signs and request Temporary Residential Traffic Patrol. The Application shall be published and accessible on the City's webpage and maintained and administered by the South Fulton Police Department.
 1. HOA communities' applications shall provide a minimum of three (3) board member's signatures along with their title, followed by a sworn, notarized statement by a board member attesting that a notice of the HOA's intent to apply for a Parking Enforcement Sign has been communicated to owner-occupants of all residential properties which reside within the neighborhood subject to the requested Parking Enforcement Signs.
 2. Non-HOA residential community applications shall include the signature, address, email, and phone number of one tenant or homeowner over 18 years of age; from at least 60 percent of the occupied residential properties which are adjacent to the portions of the street subject to the requested Parking Enforcement Signs.
 3. All applications shall also include in their application:

- a. Where Parking Enforcement Signs shall be placed.
- b. Parking Enforcement Signs shall read “You may be ticketed or towed for parking violations on the street in this neighborhood. Please visit City of South Fulton, GA Municode for neighborhood parking rules.”
- (c) ***Parking Enforcement Signs-*** If the City approves an application, the City shall identify the applicant's ability to cover proper installation, maintenance, repair, or replacement costs for Parking Enforcement Signs. The City shall estimate the expenses upon review of the application. If a community cannot cover the installation and annual maintenance cost — as evidenced by the HOA's quarterly/annual financial statements — it may request that the City cover the cost in the application. The City shall maintain financial discretion when determining whether to cover the cost of a Parking Enforcement Sign.
- (d) ***Local participation*** - When possible and reasonably priced, the city shall make every effort to contract with vendors having offices within the city, and or owners who are city residents.
- (e) ***Approval*** – If approved and financed, Public Works shall confirm a final approved sign for the approved communities and promptly cause the Parking Enforcement Signs to be placed in the approved locations.
- (f) ***Temporary Traffic Patrol*** – HOA and Non- HOA Communities may register for Temporary Residential Traffic Patrol in their communities through an application published and accessible on the City's webpage. The application shall detail the patrol's desired locations and times in the community and the deployment duration. The South Fulton Police Department shall allocate appropriate resources to aid in deploying temporary residential traffic patrol to an HOA or Non-HOA Community that has successfully obtained a Parking Enforcement Sign. The deployment shall not exceed more than thirty days per application request. The City Manager may occasionally reserve the right and discretion to terminate temporary residential parking patrol programs for any HOA and Non-HOA Community under this chapter. The Police Chief or their designee shall furnish to the City Manager periodic program performance reports related to this section.

The deployment of temporary residential traffic patrol shall include:

1. Monitoring traffic flow: Law enforcement shall observe the movement of vehicles within the residential area, ensuring compliance with speed limits, stop signs, and other traffic regulations.
2. Enforcing parking rules: Law enforcement shall address parking violations such as illegal parking, blocking driveways, or parking in restricted zones, and take appropriate actions such as issuing warnings or citations.

3. Educating residents: Law Enforcement shall engage with residents to raise awareness about traffic safety, provide information on local traffic regulations, and encourage responsible driving habits.

Section 4. Amendments are shown with ~~striketrough~~ to denote text to be deleted and **bold underline** to denote text to be added. Where new sections or paragraphs are added that change the numbering of existing sections or paragraphs, all references throughout the Ordinance will be updated accordingly.

Section 5. It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

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

Section 7. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 7:05 p.m. First Read of An Ordinance To Amend Section 6-2002 – Definitions, Chapter 2 – Solid Waste Ordinance of Title 6 – Health And Administration By Reinstating The 2005 Fulton Solid Waste Management Plan;

DATE: September 26, 2023

SUBJECT: 7:05 p.m. First Read of An Ordinance To Amend Section 6-2002 – Definitions, Chapter 2 – Solid Waste Ordinance of Title 6 – Health And Administration By Reinstating The 2005 Fulton Solid Waste Management Plan;

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ord2023 Ordinance to Amend Solid Waste Ordinance to Reinstitute 2005 Solid Waste Management Plan	Cover Memo	9/22/2023
Fulton County Solid Waste Management Plan 2005	Cover Memo	9/22/2023

**AN ORDINANCE TO AMEND SECTION 6-2002 - DEFINITIONS, CHAPTER 2 –
SOLID WASTE ORDINANCE OF TITLE 6 – HEALTH AND ADMINISTRATION BY
REINSTITUTING THE 2005 FULTON SOLID WASTE MANAGEMENT PLAN; AND
FOR OTHER LAWFUL PURPOSES**

(Sponsored by Councilmember Catherine Rowell, ???)

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

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

WHEREAS, pursuant to O.C.G.A. § 36-35-3 and City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort, and well-being of the inhabitants of the City; and

WHEREAS, pursuant to O.C.G.A. § 12-8-31.1 (a)(1) each city and county in Georgia shall develop or be included in a comprehensive solid waste management plan, which may be developed independently as a local plan or jointly with other jurisdictions; and

WHEREAS, on March 20, 2018 and October 23, 2018, the City adopted Ordinances (Ord2018-012 and Ord2018-041) respectively to establish procedures for the collection, disposal, and recycling of solid waste and for other lawful purposes; and

WHEREAS, Ordinances 2018-012 and 2018-041 adopted the 2005 Comprehensive Solid Waste Management Plan developed for Fulton County for the area previously defined as the Special Services District for the areas that has is now incorporated as the City of South Fulton, as amended prior to the effective date of this Ordinance. The Plan was adopted by the City through the foregoing ordinances, which may be amended by the City from time to time; and

WHEREAS, on May 23, 2023, the City adopted Ordinance 2023-014 known as the City of South Fulton Solid Waste Ordinance; and

WHEREAS, Ordinance 2023-014 replaced Chapter 2 – Solid Waste, including Section 6-2002 (Definitions) in its entirety and in doing so inadvertently repealed the City's previous adoption of the 2005 Fulton County Comprehensive Solid Waste Management Plan; and

WHEREAS, the City desires to reinstitute its adoption of the 2005 Fulton County Comprehensive Solid Waste Management Plan by amending its current Solid Waste Ordinance, which is attached hereto as Exhibit A; and

WHEREAS, the Mayor and City Council finds this amendment to be in the public interest and for the health, welfare, sanitation, comfort, and well-being of the City and its residents.

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

Section 1. That Section 6-2002 (Definitions) of Chapter 2 (Solid Waste Ordinance) of Title 6 (Health and Administration) of the City of South Fulton Code of Ordinances is hereby amended by adding the following definition as follows:

Plan shall mean the 2005 Comprehensive Solid Waste Management Plan developed for Fulton County for the area previously defined as the Special Services District for the areas that has is now incorporated as the City of South Fulton, as amended prior to the effective date of this Ordinance. The Plan is hereby adopted by the City through this ordinance and may be amended by resolution and/or ordinance by the City from time to time.

Section 2. Amendments are shown with ~~strike through~~ to denote text to be deleted and **bold underline** to denote text to be added. Where new sections or paragraphs are added that change the numbering of existing sections or paragraphs, all references throughout the Ordinance will be updated accordingly.

Section 3. It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable, and constitutional.

(b) To the greatest extent allowed by law, every section, paragraph, sentence, clause, or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause, or phrase of this Ordinance. No section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 4. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

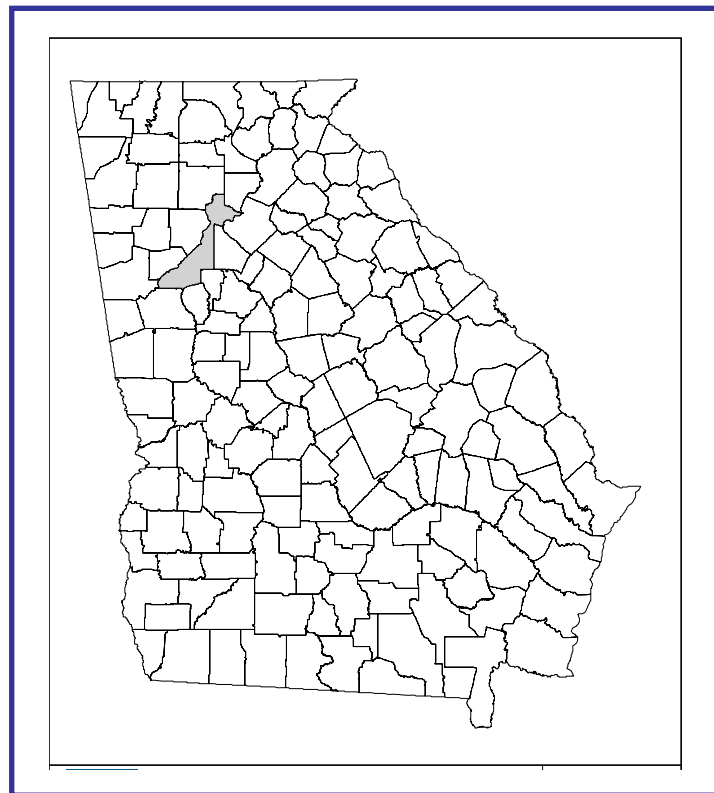
Section 5. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 6. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

Solid Waste Management Plan

Fulton County Department of Public Works



October 2005



R. W. BECK

SOLID WASTE MANAGEMENT PLAN

Fulton County Department of Public Works

Table of Contents

Table of Contents

List of Tables

List of Figures

Section 1 INTRODUCTION

1.1	Background	1-1
1.2	Person Responsible for the Plan	1-1
1.3	Planning Area Defined.....	1-2
1.3.1	Topography/Unique Natural Features.....	1-4
1.3.2	Population	1-5
1.3.2.1	Seasonal Population Variation	1-5
1.3.2.2	Number of Households.....	1-7
1.3.3	Economic Activity	1-7
1.4	Public Involvement During the Planning Process	1-8

Section 2 WASTE DISPOSAL STREAM ANALYSIS

2.1	Amount of Waste Disposed	2-1
2.1.1	Unique Conditions and/or Seasonal Variations	2-1
2.1.2	Waste Generating Disasters	2-2
2.2	Disposal Rate	2-2
2.2.1	Progress Toward Per Capita Reduction of MSW	2-3
2.3	Waste Characterization	2-3
2.4	Projection of Waste to be Disposed.....	2-5

Section 3 WASTE REDUCTION ELEMENT

3.1	Inventory and Assessment of Waste Reduction Programs	3-1
3.1.1	Source Reduction Programs.....	3-1
3.1.2	Recycling Programs and Facilities.....	3-1
3.1.3	Yard Trimmings Programs and Facilities	3-7
3.1.4	Special Materials Recycling	3-8
3.1.5	Contingency Strategy.....	3-9
3.2	Needs and Goals	3-10



Table of Contents

Section 4 COLLECTION ELEMENT

4.1	Inventory and Assessment of Collection Programs.....	4-1
4.1.1	Registered Haulers.....	4-1
4.1.2	Drop-Off Locations and Transfer Stations	4-2
4.1.3	Yard Trimmings and Bulk Item Collection.....	4-5
4.1.4	Illegal Dumping/Littering.....	4-5
4.1.5	Contingency Strategy.....	4-6
4.2	Needs and Goals	4-6

Section 5 DISPOSAL ELEMENT

5.1	Inventory and Assessment of Facilities Located in County	5-1
5.1.1	Landfills.....	5-1
5.1.2	Transfer Stations.....	5-3
5.2	Inventory and Assessment of Disposal Facilities Used by County	5-4
5.2.1	Assurance of 10-Year Capacity	5-6
5.2.2	Contingency Strategy.....	5-7
5.3	Statement of Needs and Goals.....	5-7

Section 6 LAND LIMITATION ELEMENT

6.1	Natural Environmental Limitations	6-1
6.1.1	Floodplains	6-3
6.1.2	Wetlands	6-3
6.1.3	Water Supply Watersheds.....	6-3
6.1.4	Groundwater Recharge Areas.....	6-3
6.1.5	River Corridors	6-3
6.1.6	Protected Mountains	6-4
6.1.7	Fault Zones, Seismic Impact Zones, and Unstable Areas (Karst Areas).....	6-4
6.2	Land Use and Zoning Limitations	6-4
6.2.1	Zoning Restrictions.....	6-4
6.2.2	National Historic Sites	6-8
6.2.3	Archaeological Sites	6-8
6.2.4	Surface Water Intake	6-8
6.2.5	Airport Safety	6-8
6.2.6	Co-Located Landfills	6-9
6.2.7	Political Subdivisions	6-9
6.2.8	Other Land Use Issues.....	6-9
6.3	Local Procedures for Siting Solid Waste Facilities	6-9
6.3.1	Consistency with the Solid Waste Management Plan	6-10
6.4	Needs and Goals	6-11

Section 7 EDUCATION AND PUBLIC INVOLVEMENT ELEMENT

7.1	Inventory and Assessment of Public Education and Involvement	7-1
7.2	Needs and Goals	7-5

Section 8 IMPLEMENTATION STRATEGY

8.1 Summary of Needs and Goals..... 8-1

8.2 Activities in Implementation Strategy 8-3

8.3 Review and Enforcement of County Policies 8-12

8.4 Methods of Financing 8-12

8.5 Plan Updates and Amendments 8-13

APPENDICES:

- Appendix A – Public Education Materials
- Appendix B – Meeting Minutes of June 28, 2005, June 30, 2005 and September 19, 2005
- Appendix C – Capacity Assurance Letter
- Appendix D – Article XVI - Litter Control
- Appendix E – Solid Waste Collection & Disposal Ordinance

This report has been prepared for the use of the client for the specific purposes identified in the report. The conclusions, observations and recommendations contained herein attributed to R. W. Beck, Inc. (R. W. Beck) constitute the opinions of R. W. Beck. To the extent that statements, information and opinions provided by the client or others have been used in the preparation of this report, R. W. Beck has relied upon the same to be accurate, and for which no assurances are intended and no representations or warranties are made. R. W. Beck makes no certification and gives no assurances except as explicitly set forth in this report.

Copyright 2005, R. W. Beck, Inc.
All rights reserved.

List of Tables

Table 1-1 Population and Projections for Unincorporated Fulton County	1-6
Table 1-2 Housing Units in Unincorporated Fulton County, 2000	1-7
Table 1-3 Full and Part-Time Jobs in Unincorporated Fulton County, 2000	1-7
Table 1-4 Employment by Sector in Fulton County (Incorporated and Unincorporated) 2000	1-8
Table 2-1 Reported Waste Disposed by Sector (2004) Unincorporated Fulton County	2-1
Table 2-2 MSW Disposal Rates in Incorporated and Unincorporated Fulton County	2-2
Table 2-3 C&D Disposal Rates in Incorporated and Unincorporated Fulton County	2-3
Table 2-4 Waste Composition Characterization of MSW Disposed in the Atlanta Regional Commission Counties	2-4
Table 2-5 Municipal Solid Waste Disposal Projections Unincorporated Fulton County	2-6
Table 3-1 Tons of Recyclable Materials Collected 2004 and 2005 Morgan Falls Recycling Center	3-2
Table 3-2 Recycling Programs in Unincorporated Fulton County	3-4
Table 3-3 Businesses in Fulton County that Accept Recyclable Materials	3-5
Table 3-4 Yard Trimmings Program in Fulton County	3-7
Table 3-5 Management of Special Materials	3-9
Table 4-1 Residential Haulers Operating in Unincorporated Fulton County	4-2
Table 4-2 Inventory of Collection Programs	4-4
Table 5-1 Permitted Landfills in Fulton County, 2004	5-1
Table 5-2 Permitted Transfer Stations in Fulton County, 2004	5-3
Table 5-3 Municipal Solid Waste Landfills Accepting Waste from Unincorporated Fulton County, 2004	5-5
Table 5-2 Construction and Demolition Landfills Accepting Waste from Unincorporated Fulton County, 2004	5-6
Table 6-1 Zoning Requirements for Solid Waste Facilities	6-5
Table 7-1 Existing Environmental Education Initiatives	7-3
Table 8-1 Summary of Fulton County Goals and Needs	8-1
Table 8-2 Unincorporated Fulton County Implementation Strategy	8-5

List of Figures

Figure 1-1: Fulton County..... 1-3

Figure 1-2: Unincorporated Fulton County 1-4

Figure 5-1: Solid Waste and Recycling Facilities in Fulton County 5-2

Figure 6-1: Landfill Siting Restrictions in Fulton County 6-2

Figure 6-2: Zoning in Sandy Springs and Unincorporated North Fulton 6-6

Figure 6-3: Zoning in Unincorporated South Fulton 6-7

Section 1 INTRODUCTION

1.1 Background

This Solid Waste Management Plan updates the original Fulton County Solid Waste Management Plan, adopted in 1992, and the Five-Year Short Term Work Program Update, adopted in October 1999. This Plan was written to meet Chapter 110-4-3 of the rules of the Georgia Department of Community Affairs, Minimum Planning Standards and Procedures for Solid Waste Management, as revised in 2004. It addresses the five core planning elements specified by the Minimum Planning Standards and Procedures, including:

- Waste Reduction;
- Collection;
- Disposal;
- Land Limitation; and
- Education and Public Involvement.

In addition, the Plan includes a waste disposal stream analysis and an implementation strategy.

The Fulton County Department of Public Works/Solid Waste Management took the lead in developing this Solid Waste Management Plan. The Department of Environment and Community Development (FCDECD) provided data about the existing conditions in unincorporated Fulton County. These conditions are also outlined in the *Focus Fulton 2005 Comprehensive Plan* (Comprehensive Plan). The Fulton County Department of Public Works/Solid Waste Management was assisted in their efforts by R.W. Beck, Inc. and Full Circle Communications.

1.2 Person Responsible for the Plan

The person responsible for the updated Fulton County Solid Waste Management Plan is:

Anthony Spencer
Fulton County Department of Public Works
141 Pryor Street, Suite 6001
Atlanta, Georgia 30303
(404) 730-7400
(404) 224-0978 FAX
anthony.spencer@co.fulton.ga.us

Any questions regarding the plan or requests for additional information can be directed to Mr. Spencer.

1.3 Planning Area Defined

This Solid Waste Management Plan covers the unincorporated areas of Fulton County. The ten incorporated cities in Fulton County: Atlanta, Alpharetta, College Park, East Point, Fairburn, Hapeville, Mountain Park, Palmetto, Roswell, and Union City, submit their own Solid Waste Management Plans and thus, are not included in this Plan. At the time this Plan was written, Sandy Springs was part of the unincorporated County and is thus included in this Plan. During the course of preparing the Plan, residents in Sandy Springs voted to incorporate as of January 2006. As Sandy Springs' solid waste management plans evolve, either this Plan will be updated to reflect any changes or the new City will prepare its own Plan and this one will be amended accordingly.

The unincorporated areas of Fulton County cover an area of 300 square miles split in the center by the City of Atlanta. The location of Fulton County in the State of Georgia is shown in Figure 1-1. The location of the unincorporated area of Fulton County, which this Plan covers, is shown as the non-shaded areas in Figure 1-2.

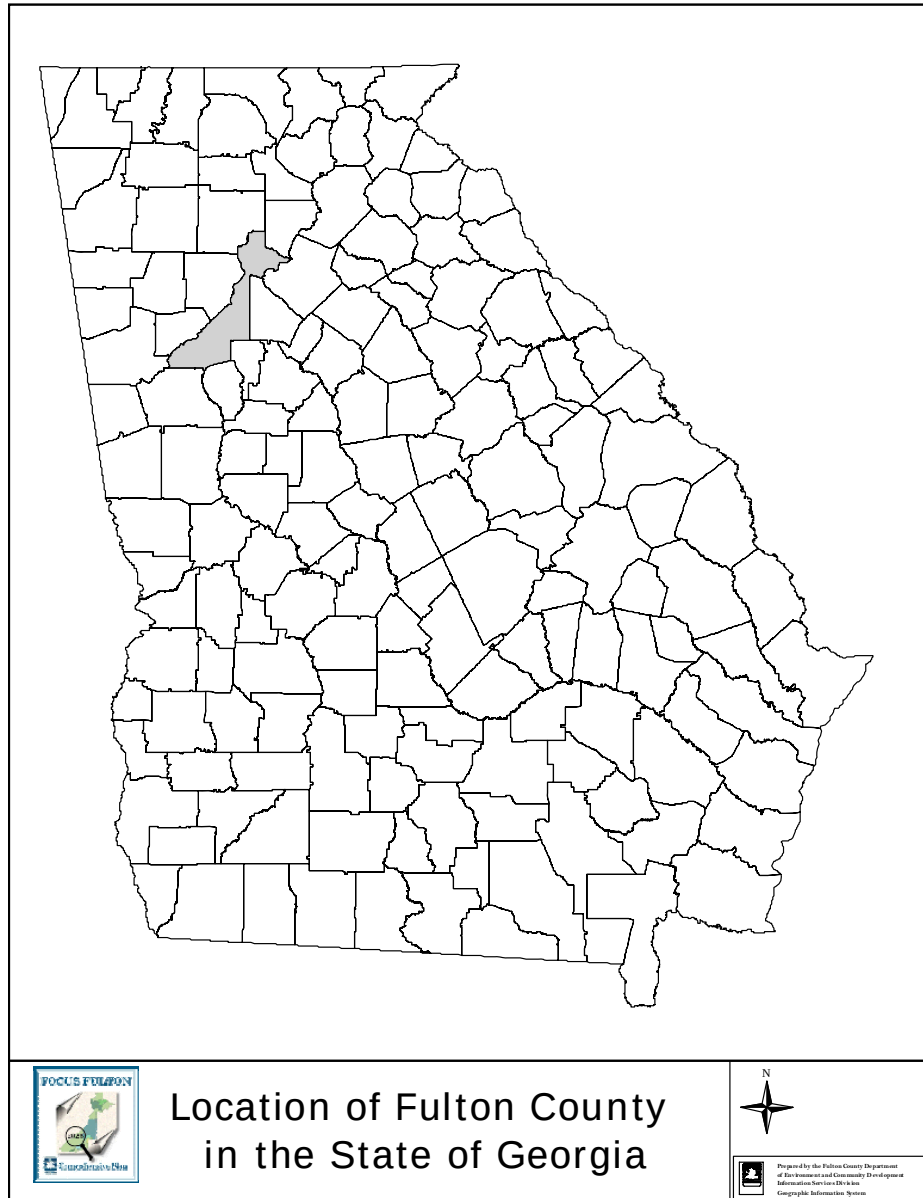


Figure 1-1: Fulton County

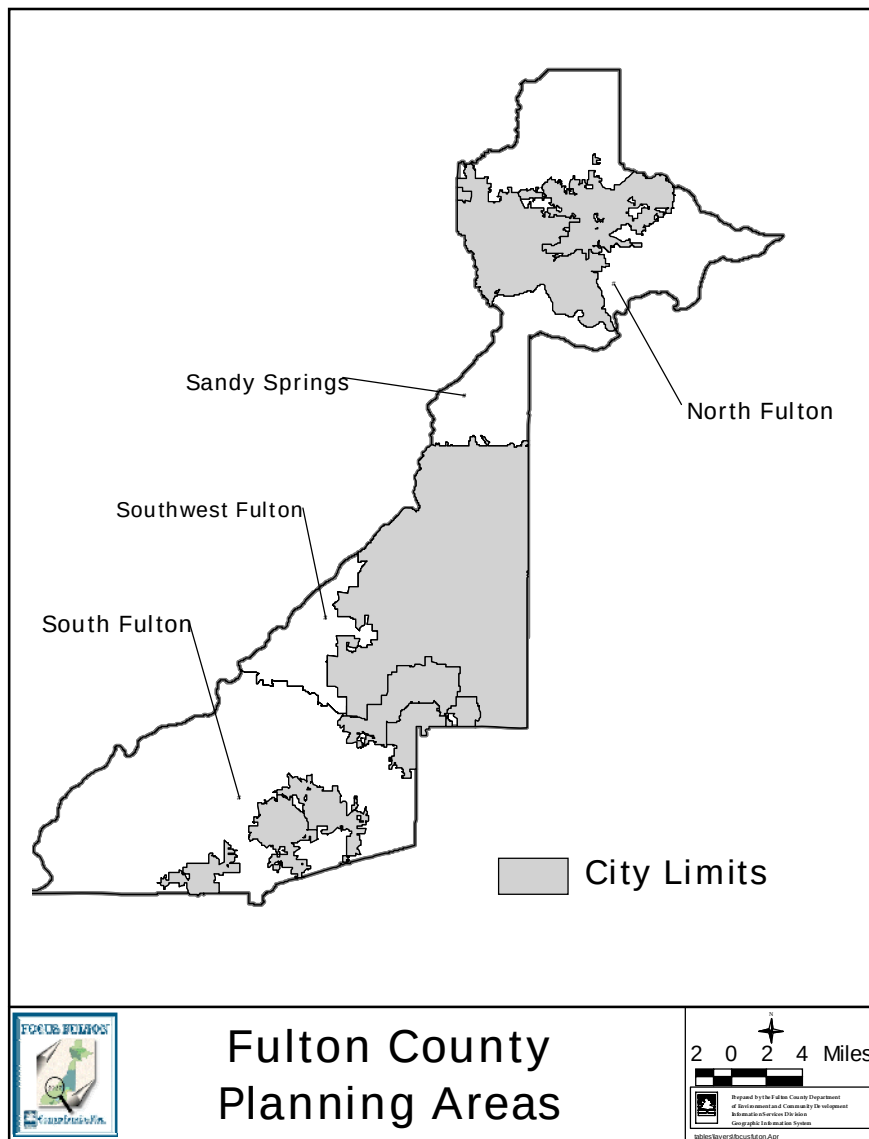


Figure 1-2: Unincorporated Fulton County

1.3.1 Topography/Unique Natural Features

The total area of unincorporated Fulton County, including Sandy Springs, is 191,701 acres. Of the total, 4,438 acres of water can be found. The Chattahoochee River and Chattahoochee River National Recreation Area are found in the area. The Chattahoochee River flows southwesterly towards Alabama, and runs along the western boarder of Fulton County.

Fulton County is comprised of one physiographic district - the Greenville Slope District. The Greenville Slope District is characterized by rolling topography that decreases gradually in elevation from 1,000 feet in the northeast to 600 feet in the southwest. All streams in this district eventually drain to the Gulf of Mexico.

1.3.2 Population

Fulton County is the most populous county in Georgia. The total population of the County, including the incorporated areas was 816,006 according to the 2000 US Census. The unincorporated portions of Fulton County had a population of 229,916 persons. Population estimates for 2005, based on the Fulton County Comprehensive Plan, show a total population of 245,180 for the unincorporated County. For purposes of this Solid Waste Management Plan, demographic data provided in the Comprehensive Plan will be used.

Table 1-1 shows the annual projected unincorporated Fulton County population for the ten-year planning period, broken down into four planning areas as defined in the County Comprehensive Plan. As shown in Table 1-1, the population of unincorporated Fulton County is expected to increase by 23 percent in the next ten years. Although this growth is expected to occur throughout the unincorporated areas, it is most dramatic in South and Southwest Fulton County where the majority of undeveloped land can be found.

1.3.2.1 Seasonal Population Variation

Seasonal population is not a significant factor in Fulton County. There were 1,737 vacant seasonal housing units counted in the US Census. These are units held for seasonal use, but there is no fixed “season” in Fulton County. There are seasonal events and major attractions in Atlanta, which draw significant crowds. The Dogwood Festival, an event which has been running each year since 1936, draws about 300,000 people. The Renaissance Festival, numerous music festivals, and sporting events also draw large crowds into Fulton County throughout the year. A new 200 million dollar Atlanta Aquarium is scheduled to open in the fall of 2005. This, along with a new World of Coca-Cola building, is anticipated to increase the number of visitors to the County by approximately 5,500 people per day. The majority of these events and attractions are located within incorporated city limits, such as in the City of Atlanta, and may have little seasonal effect on the population of the unincorporated areas.

Section 1

Table 1-1
Population and Projections for Unincorporated Fulton County

Planning Area	Year 2005	Year 2006	Year 2007	Year 2008	Year 2009	Year 2010	Year 2011	Year 2012	Year 2013	Year 2014	Year 2015
Unincorporated North Fulton County	93,912	95,190	96,467	97,745	99,022	100,300	101,551	102,801	104,052	105,302	106,553
Sandy Springs	86,698	87,864	89,030	90,197	91,363	93,532	94,335	95,138	95,940	96,743	97,546
Unincorporated South Fulton County	52,439	55,279	58,119	60,959	63,799	66,639	69,433	72,228	75,022	77,817	80,611
Unincorporated Southwest Fulton County	12,851	13,311	13,771	14,232	14,692	15,152	15,595	16,038	16,482	16,925	17,368
Total Unincorporated County	245,180	251,068	256,956	262,844	268,732	274,620	280,712	286,803	292,895	298,986	302,078

Source: "Focus Fulton" 2025 Comprehensive Plan; U.S. Census <http://factfinder.census.gov/>

Total Planning Region Populations may not match totals of annual population projections based on methodologies used to project populations by Planning Area.

1.3.2.2 Number of Households

The total number of households in the unincorporated County in 2000 was 90,317. Table 1-2 shows the number of households from the 2000 U.S. Census.

Table 1-2
Housing Units in
Unincorporated Fulton County, 2000

Planning Area	Number of Households
North Fulton	31,898
Sandy Springs	39,346
South Fulton	14,330
Southwest Fulton	4,743
TOTAL	90,317

Source: Focus Fulton 2025 Comprehensive Plan Executive Summary.
Multi-Family Housing units include housing structures with 2-4 units, and housing structures with 5+ units.

1.3.3 Economic Activity

Approximately 20% of Fulton County's jobs are located within the unincorporated area, with 64% of those jobs being located within Sandy Springs, as shown in Table 1-3. Employment by sector was only available for Fulton County as whole, and these data are shown in Table 1-4. Over one-third of the nearly 900,000 jobs in the County were in the service industry, which experienced a 55% increase in the number of jobs in the last ten years.

Table 1-3
Full and Part-Time Jobs in
Unincorporated Fulton County, 2000

Planning Area	Number of Full and Part-Time Jobs in 2000
North	41,390
Sandy Springs	137,480
South	17,050
Southwest	19,893
TOTAL	215,813

Source: Focus Fulton 2025 Comprehensive Plan

Table 1-4
Employment by Sector in Fulton County
(Incorporated and Unincorporated) 2000

	# of jobs	Change since 1990
Manufacturing	56,244	6.58%
TCU	87,784	18.36%
Wholesale Trade	61,794	1.59%
Retail Trade	117,989	22.52%
FIRE	98,401	23.67%
Services	336,610	51.11%
Fed Civilian Gov't	22,546	8.06%
Fed Military Gov't	4,490	-12.38%
State and Local Gov't	80,373	8.07%
TOTAL	899,556	17.26%

Source: Focus Fulton 2025 Comprehensive Plan Executive Summary.

1.4 Public Involvement During the Planning Process

Fulton County exceeded the Minimum Planning Standards requirement for holding two Public Hearings and advertising public notification for the Solid Waste Management Plan. The County held two initial public hearings (one in South Fulton County and one in North Fulton County) in June 2005 to obtain public input prior to the planning process. The County then held two final public hearings (one in South Fulton County and one in North Fulton County) in September 2005 to obtain public comment on the draft Plan. In addition to these four public hearings, the County conducted the following public education activities.

- A one-page fact sheet was developed and distributed to citizens attending the Public Hearings. The fact sheet provided a succinct overview of the SWMP process.
- A one-page “Benefits” sheet was developed to clearly define the benefits of the Fulton County Solid Waste Management Plan to the citizens of unincorporated Fulton County.
- The Fulton County website was regularly updated with information on the project. The project fact sheet and the draft Solid Waste Management Plan was made available electronically through the County website.
- Two Display boards were created for use at public meetings. One board displayed the benefits of the project to Fulton County citizens, and the other outlined the project schedule.

- A postcard was mailed to homeowners associations, announcing the two initial public hearings. A meeting notice ad was also placed in local newspapers and on community group websites.

A sample of these public education materials and meeting minutes from the Public Hearings are included in Appendices A and B, respectively, at the end of this Plan.

Section 2

WASTE DISPOSAL STREAM ANALYSIS

2.1 Amount of Waste Disposed

Reports from landfills submitted to the Georgia Department of Natural Resources Environmental Protection Division (EPD) indicate that 512,751 tons of solid waste was disposed in MSW landfills and 1,069,890 tons were disposed in C&D landfills in 2004 from unincorporated Fulton County. Table 2-1 estimates the amount of this waste disposed by sector, based on a telephone survey of landfills in the state of Georgia conducted by R.W. Beck, Inc.¹ This telephone survey indicated that, of the waste delivered to MSW landfills, 66.6% is reported as MSW (generated by the commercial or residential sector), 12.3% is C&D debris, 14% is industrial, and 7.1% is sludge or biosolids. To break down the portion qualified as MSW between the residential and commercial sector, results from the first season of sampling for the Georgia Department of Community Affairs (DCA) waste composition study were used². These results indicate that approximately 46% of MSW comes from residential generators and 32% of MSW comes from commercial generators.

Table 2-1
Reported Waste Disposed by Sector (2004)
Unincorporated Fulton County

Sector	Tons To MSW Landfill	Tons To C&D Landfill	Total Tons
Residential	201,393		201,393
Commercial	140,099		140,099
Industrial	71,785		71,785
C&D	63,068	1,069,890	1,132,958
Sludge and Biosolids	36,405		36,405
TOTAL	512,751	1,069,890	1,582,641

2004 EPD Municipal Solid Waste Landfill Reported Tonnage Data for Fulton County
Georgia Waste Characterization Study, conducted for the DCA by R.W. Beck, Inc, 2004

2.1.1 Unique Conditions and/or Seasonal Variations

The unincorporated County does not experience any significant seasonal changes in population. The majority of seasonal events and attractions that draw visitors are

¹ R.W. Beck, Inc., Non-MSW Survey Results, conducted for the DCA, June 2002.

² R.W. Beck, Inc. Waste Characterization Study, conducted for the DCA, 2005.

located within incorporated city limits, such as in the City of Atlanta, and may have little seasonal effect on the population of the unincorporated areas. The seasons do bring a variation in yard trimmings, with leaves in October and November and grass clippings in the spring and summer months. EPD construction and demolition landfill tonnage reports from 2004 show a slight reduction in tonnage during the winter quarter, about 50 tons less, from the amount reported during the fall and summer seasons.

2.1.2 Waste Generating Disasters

Without knowing the type and degree of the unanticipated disasters, Fulton County can not project the additional amount of waste that would require management for such an incident. However, based on experience elsewhere, it is clear that a major disaster could result in many times more waste to be disposed than in an average year. The sections on collection and disposal outline the approach that the County would take to deal with waste resulting from disasters.

2.2 Disposal Rate

Fulton County believes that some of the 512,751 tons attributed to Fulton County in 2004 landfill reports to EPD may be coming from other areas, most notably the incorporated areas of the County. To verify this assumption, reported per capita disposal rates in the unincorporated County were compared to those in the incorporated areas. Table 2-2 shows that based on the reported tonnage of 512,751 tons per year, the disposal rate in the unincorporated County is 11.49 pounds per person per day. The tonnage reported from incorporated areas of the County results in a disposal rate of 4.62 pounds per person per day. When the total County tonnage is calculated, the disposal rate is 6.54 pounds per person per day, consistent with the State average. Thus, this is the disposal rate that will be used in this Plan.

Table 2-2
MSW Disposal Rates in
Incorporated and Unincorporated Fulton County

Area	Tons Per Year	Population	Pounds Per Person Per Day
Unincorporated Fulton County	512,751	244,477	11.49
Incorporated Fulton County	534,341	632,795	4.62
All of Fulton County	1,047,092	877,272	6.54

Source: 2004 EPD Municipal Solid Waste Landfill Reported Tonnage Data for Fulton County

The tonnage from other areas may be attributed to unincorporated Fulton County because haulers servicing the County are not distinguishing between loads coming from the incorporated areas versus unincorporated Fulton. In addition, many haulers may be delivering loads that contain waste from both sources. Fulton County is

investigating options to better identify where waste collected in the unincorporated areas is being delivered and how the source of that waste is being reported at the landfills and subsequently to EPD. Any strategy the County implements depends on the cooperation of the haulers in reporting the source of their waste. This may be difficult to monitor, as the County may have little to no control over how haulers servicing the incorporated Cities within the County report the source of their waste to the landfills.

A similar reporting issue appears to be occurring at construction and demolition debris (C&D) landfills. These landfills report that 1,069,890 tons of waste was disposed from unincorporated Fulton County in 2004, resulting in 23.98 pounds per person per day. As Table 2-3 shows, a County-wide analysis results in an average county-wide total of 7.4 pounds per capita. This disposal rate is still higher than the State average of 2.4 pounds per capita per day. This is not unexpected, since there is significant growth in parts of Fulton County as well as demolition and reconstruction in more established areas. The County's Comprehensive Plan reports that building permit activity in Fulton County has shown an average of over 10,000 new units constructed each year for the last four years.

Table 2-3
C&D Disposal Rates in Incorporated and Unincorporated Fulton County

Area	Tons Per Year	Population	Pounds Per Person Per Day
Unincorporated tonnage	1,069,889.62	244,477	23.98
Incorporated tonnage	128,374.07	632,795	1.11
Total County tonnage	1,198,263.69	877,272	7.48

Source: 2004 EPD Municipal Solid Waste Landfill Reported Tonnage Data for Fulton County

2.2.1 Progress Toward Per Capita Reduction of MSW

The 1992 the Fulton County Solid Waste Management Plan estimated that 731 tons per day from unincorporated Fulton County were being disposed in MSW landfills in 1990, resulting in 9.44 pounds per capita per day. The estimated per capita disposal rate was approximately 30 percent less in 2004 than in 1990. It is likely that some of this reduction is due to diversion, including the diversion of yard trimmings away from MSW landfills.

2.3 Waste Characterization

Waste characterization from the DCA sampling study show the percentage of each type of material in the commercial and residential waste disposed of in an MSW landfill, shown in Table 2-4. This waste characterization is specific to the Atlanta Regional Commission (ARC) Regional Development Center (RDC). Regional results suggest that 66.2% percent of the residential and commercial waste disposed of in Fulton County (incorporated and unincorporated areas) is paper or organic material.

Table 2-4
Waste Composition Characterization of
MSW Disposed in the Atlanta Regional Commission Counties

Material	Average	Tons per Year
Newspaper	4.9%	25,124.82
Corrugated Cardboard	11.3%	57,940.91
Office	3.5%	17,946.30
Magazine/Glossy	2.8%	14,357.04
Paperboard	3.5%	17,946.30
Mixed (Other Recyclable)	3.4%	17,433.55
Other (Non-recyclable)	10.6%	54,351.65
Total Paper	40.0%	205,100.56
#1 PET Bottles	1.3%	6,665.77
#2 HDPE Bottles	1.1%	5,640.27
#3-#7 Bottles	0.2%	1,025.50
Expanded Polystyrene	1.4%	7,178.52
Film Plastic	7.5%	38,456.36
Other Rigid Plastic	4.3%	22,048.31
Total Plastic	15.8%	81,014.72
Clear	1.8%	9,229.53
Green	0.5%	2,563.76
Amber	1.2%	6,153.02
Other	0.3%	1,538.25
Total Glass	3.8%	19,484.55
Steel Cans	1.3%	6,665.77
Aluminum Cans	0.6%	3,076.51
Other Ferrous	3.0%	15,382.54
Other Non-Ferrous	0.6%	3,076.51
Total Metal	5.6%	28,714.08
Yard Waste	2.4%	12,306.03
Wood (non-C&D)	1.8%	9,229.53
Food Waste	12.2%	62,555.67
Textiles	3.7%	18,971.80
Diapers	2.3%	11,793.28
Fines	2.7%	13,844.29
Other Organics	1.0%	5,127.51
Total Organic	26.2%	134,340.87

Material	Average	Tons per Year
Drywall	0.5%	2,563.76
Wood	2.2%	11,280.53
Inerts	0.2%	1,025.50
Carpet	1.8%	9,229.53
Other C&D	0.8%	4,102.01
Total C&D	5.5%	28,201.33
Televisions	0.0%	0.00
Computers	0.1%	512.75
Other Electronics	1.7%	8,716.77
Tires	0.3%	1,538.25
HHW	0.5%	2,563.76
Other Inorganics	0.6%	3,076.51
Total Inorganics	3.2%	16,408.05
TOTAL	100.0%	512,751.41

Georgia Waste Characterization Study, conducted for the DCA by R.W. Beck, Inc, 2005

2.4 Projection of Waste to be Disposed

As described in Section 2.2, it is estimated that 6.54 pounds per capita per day of MSW was disposed from the unincorporated County in 2004. The County has set a goal of continuing to reduce the amount of MSW disposed per capita by 10% over the next ten years. The projections in Table 2-5 are based on achieving this goal. Based on these projections, it is estimated that a total of approximately 3.4 million tons would be disposed in MSW landfills over the ten year planning period.

Table 2-5
Municipal Solid Waste Disposal Projections
Unincorporated Fulton County

Year	Population, Unincorporated County	Total Tons, Unincorporated County
2005	249,923	298,296
2006	251,068	296,666
2007	256,956	300,556
2008	262,844	304,306
2009	268,732	307,915
2010	274,620	311,384
2011	280,712	314,941
2012	286,803	318,351
2013	292,895	321,618
2014	298,986	324,738
2015	302,078	324,491

Section 3

WASTE REDUCTION ELEMENT

3.1 Inventory and Assessment of Waste Reduction Programs

3.1.1 Source Reduction Programs

Source reduction is primarily encouraged through public education programs. Fulton County funds the Keep Sandy Springs/North Fulton Beautiful (KSSNFB) program that promotes source reduction through a number of media campaigns, workshops, events, and school programs. Keep South Fulton Beautiful also has programs that promote source reduction and is funded through contributions. The FCDECD also conducts public education campaigns that focus on waste reduction. The County also promotes source reduction of household hazardous waste (HHW) by responding to citizen requests using the HHW manual produced by the Georgia Pollution Prevention Assistance Division. Solid waste education programs are described in more detail in Section 7.

3.1.2 Recycling Programs and Facilities

Fulton County's Solid Waste Collection and Disposal Ordinance requires private haulers to register with the County. Registered haulers that provide residential service must offer curbside collection of recyclables at least every other week. The ordinance does not specify the materials that must be collected for recycling. In addition, the Ordinance encourages the registered haulers to offer incentive based pricing to increase participation in recycling. Haulers are required to document quarterly that recyclables collected are being processed as recovered materials. To date, these requirements are not strictly enforced. Registered haulers do not have to offer recycling service to their commercial customers.

In addition to the required curbside service, Fulton County provides drop-off centers, composting, and recycling services for residents and businesses in both the incorporated cities and unincorporated areas of the County. The Morgan Falls "Dick Schmaltz Recycling Center", located at 470 Morgan Falls Road, opened in 1982. The facility is owned by Fulton County and operated by KSSNFB. The County budgets a total of \$231K annually to support the recycling center (\$101K to operate the center, and another \$130K to fund the KSSNFB program and staff). Morgan Falls accepts recyclables from residents of North Fulton County. The center is open to residents 24 hours a day, 7 days per week. Materials accepted for recycling include paper,

Section 3

aluminum and steel cans, glass (clear, blue, green, and brown), telephone books, plastic bottles #1 PET and #2 HDPE, corrugated cardboard (OCC), magazines, cell phones, rechargeable batteries, laser and ink jet cartridges, and mercury thermometers. In partnership with Goodwill, household items that are in good, reusable condition are also accepted at the facility. Through a partnership with SP Recycling, the Recycling Center also provides 17 remote satellite recycling bins in the greater Sandy Springs area, placed at shopping centers, apartment complexes, and businesses. The bins are primarily used to capture newspaper and magazines. SP Recycling is responsible for servicing the bins on a scheduled basis.

Operations at the Morgan Falls Recycling Center include collecting, processing, and marketing recyclable commodities. The facility operates a baler, which is used to bale plastics #1 and #2. Table 3-1 shows the volume (in tons) of recyclables collected in Fiscal Year 2004 and through April of Fiscal Year 2005. These tons only reflect the materials collected at the Center, and do not include paper collected through the SP Recycling satellite locations.

Table 3-1
Tons of Recyclable Materials Collected 2004 and 2005
Morgan Falls Recycling Center

Material	2004 (January- December)	2005 (January through April)
Plastic Bottles (#1 and #2 combined)	34.75	0
Aluminum Cans	1.59	2.64
Steel Cans	20	4
Corrugated Cardboard	199.01	76.23
Magazines	244.33	69.13
Newspaper	163.49	73.41
Mixed Paper	94.96	41.98
Phone Books	N/A	6.67
Glass		
Amber	78.34	13.4
Green	32.55	0
Clear	60.91	26.41
TOTAL TONS RECYCLED	929.93	313.87

Source: KSSNFB Fiscal Year Tonnage Reports

The Merk Miles recycling, composting, and waste drop-off facility is located at 3225 Merk Road, College Park. This facility is owned by Fulton County and operated by a private company. Recyclables accepted at this facility include scrap metal, steel and aluminum cans, plastics #1 and #2, corrugated cardboard, newspapers and telephone books. No data were available on the amount of recyclables collected at the center. In

addition to accepting recyclables, this facility serves as a comprehensive drop-off point for municipal solid waste, bulk waste, yard waste, and appliances.

On August 1, 2005, a recycling center opened next door to 6955 Roosevelt Hwy. in Fairburn which will provide free recycling of a variety of materials for Fulton County residents. Environment for Tomorrow, a Fulton County Environment & Community Development grantee, will operate the recycling center. Center hours are Monday through Friday from 7 a.m. to 4 p.m., and Saturday from 7 a.m. to noon.

Although not a facility of the Fulton County government, the City of Roswell's Recycling Center provides an additional recycling drop-off location that serves residents of unincorporated North Fulton County. The City of Roswell owns and operates the recovered materials processing facility (RMPPF), located at 11570 Maxwell Road, Alpharetta. Based on results from a recycling facility assessment conducted for the City of Roswell by R.W. Beck, Inc. in 2004, approximately 41% of residential customers using the City of Roswell Recycling Center were from the unincorporated North Fulton Planning Area. City of Roswell Recycling Center accepts and processes 42 different items. These include #1 plastic (PET), #2 plastic (HDPE), plastic bags, glass bottles and jars, newspaper, mixed paper, computer paper, magazines, phone books, white paper manuals, corrugated and non-corrugated cardboard, drink boxes/milk/juice cartons, ferrous and non-ferrous metals, aluminum and foil, car tires, batteries (12V or larger), rechargeable batteries, motor oil and anti-freeze, cell phones, printer cartridges, and packing peanuts. There is a partnership with Goodwill to have two trailers on site for reusable household items and clothing at the Recycling Center.

In addition, the County recycles paper and aluminum in its own offices as well as oil, batteries, and scrap metal from its vehicle operation facilities.

Table 3-2 summarizes the recycling programs serving residents of Fulton County.

Section 3

Table 3-2
Recycling Programs in Unincorporated Fulton County

Type of Program	Population Served	Owned and Operated by	Materials Accepted	Tons Diverted (2004)
Morgan Falls "Dick Schmaltz" Residential Drop-Off Center	Open to entire County	Owned by Fulton County and operated by KSSNFB	Paper, aluminum/ steel cans, glass (clear, blue, green, and brown), telephone books, plastic PET and HDPE bottles, corrugated cardboard (OCC), magazines, cell phones, rechargeable batteries, laser and ink jet cartridges, and mercury thermometers	929.93
Merk-Miles Residential Drop-Off Center	Open to entire County	Owned by Fulton County and operated by BMS Enterprises	Bulk waste, yard waste, appliances, scrap metal, plastics, corrugated cardboard, newspapers and magazines	No recycling tonnage available
South Fulton Recycling Center	Open to entire County	Operated by Environment for Tomorrow		No data available yet
Roswell Recycling Center	Open to entire County	Owned and operated by the City of Roswell	Plastics #1 and #2, plastic bags, glass bottles and jars, newspaper, mixed paper, computer paper, magazines, telephone books and white paper manuals, corrugated cardboard and paperboard, drink boxes and milk/juice cartons, hard back novels and paperback books, ferrous metals, non-ferrous metals, aluminum beverage cans, car tires, batteries, and packaging peanuts/Styrofoam.	5,400
Curbside Recycling	Households served by private haulers (number unknown)	Operated by Private Haulers	Up to individual permitted hauler	Information not reported to the County

Source: KSSNFB 2004 Annual Report; Roswell Recycling Center <http://www.ci.roswell.ga.us>; 2005 Fulton County Comprehensive Plan

Markets for most materials are plentiful in north Georgia although the economics of accessing these markets varies. Table 3-3 lists the markets available in Fulton County for recovered materials according to the Georgia Recycling Markets Directory. However, it is likely that many recyclables generated in the County ends up at markets located outside of the County.

Table 3-3
Businesses in Fulton County that Accept Recyclable Materials

Company Name	Materials
A & A Recycling	metals, ferrous metals, metal appliances, autos, non ferrous metals, aluminum cans, paper, newspaper, old corrugated containers, office paper, mixed paper, other paper, glass
American Fiber Co. Services	paper, newspaper, old corrugated containers, other paper, magazines, computer paper, office paper
American Office Paper Recycling	mixed paper, magazines, newspaper, office paper, Old Corrugated Containers
AmeriSouth Recycling	paper, old corrugated containers, mixed paper, office paper
Atlanta Computer Recycling and Liquidation	computer equipment
Atlanta Intercel	paper, newspaper, old corrugated containers, mixed paper, magazines, other paper, office paper
Atlanta Metal, Inc.	metals, non ferrous metals
Atlanta Pallets & Service	wood pallets
Atlanta Paper Recycling	paper, newspaper, old corrugated containers, mixed paper, magazines, phonebooks, high grade paper, office paper
Atlanta Recycling Solutions	computer equipment, televisions
Box Q	computer equipment, cell phones, batteries, televisions
Bryant Textiles	textiles
Caraustar	office paper, old corrugated containers, mixed paper, newspaper, magazines
Consolidated Resource Recovery	yard trimmings, grass clippings, leaves for Compost, vegetation
Creative Recycling Systems of Georgia, Inc.	computer equipment, any Information Technology-related equipment
Davis Recycling	metals, non ferrous metals, aluminum cans, rubber, crumb rubber, lead batteries
Dreamsan, Inc.	newspaper, PET, HDPE, aluminum cans, old corrugated containers, magazines, glass
Eco-Freeze	anti-freeze
F.P. International, Inc.	polystyrene foam
Fibres International	container glass
Georgia Mattress	Mattresses
Georgia Recycling and Waste	carpet and carpet padding

Section 3

Company Name	Materials
Control	
Georgia-Pacific Corp.	paper, newspaper, old corrugated containers, mixed paper, magazines, other paper, office paper
H. Vanderkley & Asscs., Ltd.	paper, old corrugated containers, other paper, phonebooks, office paper
Hedge Hog, Inc.	yard trimmings, wood, wood pallets, clearing debris for Compost
Metro Alloys, Inc.	metals, ferrous metals, aluminum cans
MicroSeconds	computer equipment
Newco Metals, Inc.	other, aluminum cans
Newell Recycling	metals, non ferrous metals, aluminum cans
Newell Recycling of Atlanta, Inc.	metals, ferrous metals, metal appliances, autos, non ferrous metals, aluminum cans, old corrugated containers
Owens-Brockway, Inc.	glass
Paper Stock Dealers, Inc.	paper, newspaper, old corrugated containers, mixed paper, magazines, other paper, office paper
Perkins Auto Recycling	metals, autos
Phillips Industrial Services	plastic drums, metal drums
Pirkle, Inc.	metals, ferrous metals, metal appliances, non ferrous metals, aluminum cans
Recall	paper, other paper, office paper
Recovery Technology of Georgia	scrap tires
Regional Recycling	metals, ferrous metals, steel cans, metal appliances, autos, non ferrous metals, aluminum cans
Resource Services	ferrous metals, non ferrous metals, paper, newspaper, old corrugated containers, mixed paper, office paper, magazines, other paper, PET plastics, HDPE, LDPE, PP, PS, PVC
Ribbon Reload Recycling (3R)	toner cartridge, printer ribbon, ink jets, copier and fax toner
Sonoco Products Co	paper, newspaper, old corrugated containers, mixed paper, magazines, other paper, office paper
Star Iron & Metal Co.	metals, ferrous metals, metal appliances, non ferrous metals, aluminum cans
Strategic Materials, Inc.	Glass, All Glass Containers, Float & Window Scrap, IG units, Automotive Glass Scrap
Tech Corps Georgia	computer equipment
The Bobby Dodd Institute	computer equipment
U.S. Liquid	solvit, solvit QD, optisol, inline optisol, nutreclean
United Plastic Recycling, Inc.	PET Preforms, PVC Rigid, HDPE Crate Grade, TPO-Painted, PET-Post Consumer, BOPP, LDPE / LLDPE Film, PP, HDPE-FM, PS
VISY Recycling-Pratt Industries - Atlanta	paper, old corrugated containers

Source: 2005 Georgia Recycling Markets Directory

3.1.3 Yard Trimmings Programs and Facilities

Fulton County currently contracts with Latham Home Sanitation, Inc. to collect yard trimmings once per week from approximately 19,000 homes in the in the unincorporated South Fulton area. The term of the contract began on December 31, 2003 and is renewable for 3 one-year options. Latham Home Sanitation reports that it collects approximately 220 tons of yard trimmings per month from residential customers in South Fulton County. Latham Home Sanitation has a contract with a private company to compost all of the yard trimmings collected from South Fulton County. According to Latham Home Sanitation, none of the yard trimmings it collects in this program is disposed in inert landfills. Therefore, based on tonnage reported by Latham Home Sanitation, the County diverts 2,640 tons of yard trimmings annually from the MSW waste stream through its contractor in South Fulton.

Permitted haulers in the rest of the County are also required to collect yard trimmings separately from solid waste and recycle them by chipping, mulching, composting, or other beneficial reuse. They are required to document quarterly that yard trimmings and recyclables collected are being processed as recovered materials. However, this requirement is not strongly enforced.

Unincorporated Fulton County residents can also self-haul their yard trimmings to the Merk Miles facility. There is no limit to the amount of yard trimmings residents can deliver to the facility, and residents are charged a flat fee of \$2.00 per load delivered. Tonnage reports from 2004 show that 16,325 tons of yard trimmings were delivered to Merk Miles for composting. The yard trimmings were composted on site. In 2004, 3,876 tons of compost was sold or distributed to residents, nurseries and landscaping companies, or used by the County and the City of Atlanta in municipal landscaping applications.

These programs are summarized in Table 3-4.

Table 3-4
Yard Trimmings Program in Fulton County

Program	Owner/ Operator	Jurisdictions Served	Sector Served	Tons per year	Final Disposition
Curbside collection	Latham Home Sanitation, Inc	Unincorporated South Fulton County	Residential	2,640	Composted
Curbside collection	Permitted haulers	All areas not served by Latham Home Sanitation, Inc.	Residential	N/A	Unknown
Merk Miles Drop-Off	Fulton County/BMS Enterprises, Inc.	All County	Residential/Commercial	16,325	Composted

3.1.4 Special Materials Recycling

KSSNFB offers electronic (computer) scrap recycling as part of an annual bulky trash collection event. In 2004, KSSNFB collected 55,000 pounds of electronics that were collected, transported, and recycled through a local electronics recycler. Other non-traditional recyclables, such as rechargeable batteries and cellular phones are collected at the Morgan Falls facility on a regular basis.

The Roswell Recycling Center serves as a residential recycling drop-off point for rechargeable batteries. Residents may also deliver appliances and tires to the center for a small fee.

The County also provides once per week curbside residential collection of bulk waste to approximately 19,000 households in South Fulton County, through a contract with Latham Home Sanitation. Latham Home Sanitation reported that in 2004, an average of 50 tons per month of white goods were collected from residential customers in South Fulton County. These white goods were sold directly to a scrap metal dealer. Based on this tonnage data, 600 tons of white goods were diverted from the unincorporated Fulton County municipal waste stream.

Table 3-5 provides an inventory of special materials collection programs that service the unincorporated planning areas.

Table 3-5
Management of Special Materials

Material	Targeted Sector(s)	Management Strategy	Final Disposition of Material(s)
Bulk Waste	Residential	Once per week curbside collection	Handled through County contract with Latham Home Sanitation, Inc.
Electronics	Residential	Annual Collection Events	Packaged, transported, and dismantled by private recycler and parts/metals sold.
Laser Ink Jet Cartridges	Residential	Resident delivers to recycling facility.	Recycled
HHW (Mercury Thermometers)	Residential	Resident delivers to recycling facility.	Recycled
Rechargeable/Lead Acid Batteries	Residential	Drop-off	Rechargeable Battery Recycling Corporation (RBRC) program
Automobile Batteries	Residential	Resident delivers to recycling facility.	Recycled
White Goods	Residential	Resident delivers to recycling facility. Pays small fee.	Freon removed. Recycled
Tires	Residential	Resident delivers to recycling facility. Pays small fee.	Collected by private contractor and transported to tire recycler.
Motor Oil	Residential	Drop-off	Recycled
Anti-freeze	Residential	Drop-off	Recycled

Source: KSSNFB; City of Roswell Recycling Center

3.1.5 Contingency Strategy

In the event of a natural disaster or emergency situation that interrupted the County's regular operations for providing waste reduction and recycling services, the County has several options. Because of the County's geographical location, there are many public and private recycling facilities within a 50 mile radius. The County can negotiate with these facilities to accept recyclables from unincorporated County residents. Negotiations can include the County sharing the processing cost of any recyclables delivered by County residents with the existing facility, or the existing facility can charge County residents for the material they deliver to the facility. Negotiating an arrangement such as the one described would provide uninterrupted recycling services to the residents of unincorporated Fulton County, while the County would be responsible for making the financial arrangements so that the contingent facility would not incur additional costs.

The County may also chose to contact individual markets for each commodity. Table 3-3 represents approximately 50 different recycling vendors that are located in Fulton County. The County can negotiate with these private companies to provide a collection and marketing option for recyclable materials on an “as needed” basis.

3.2 Needs and Goals

Goal: *To reduce the per capita amount of waste disposed by 10% over the next ten years.*

According to the available data, the County has reduced disposal rates (in pounds per capita per year) by about 30 percent since 1990. The County’s goal is to continue reducing disposal rates over the next ten years by a total of 10 percent, from 6.74 pounds per person per day to 5.89 pounds per person per day. To do this, the County has the following needs:

1. To develop a better way to determine how much waste is actually being disposed of from unincorporated Fulton County versus the County as a whole.
2. To enforce the current requirements of the Collection and Disposal Ordinance for permitted haulers to collect and recover recyclables and yard trimmings and to document quarterly that this is being done.
3. To evaluate whether the Collection and Disposal Ordinance should contain additional provisions to encourage recycling by private haulers.
4. To ensure that the Morgan Falls “Dick Schmaltz” Residential Drop-Off and Recycling Center remains open and available to all residents of the County.
5. To evaluate options for collection of recyclables in the newly incorporated City of Sandy Springs and implement changes, if any.
6. To determine the availability of recycling services to businesses in unincorporated Fulton County and complement as needed.
7. To promote the availability of recycling programs offered at the drop-off centers and by private haulers.

Future waste reduction efforts will continue to focus on yard trimmings and paper since, according to DCA’s waste composition study, they comprise two-thirds of the waste disposed in MSW landfill in this region of the State. At the same time, Fulton County will encourage efforts to reduce and recycle construction and demolition debris since disposal rates for these materials are higher than for MSW.

4.1 Inventory and Assessment of Collection Programs

Collection services are available to all residents and businesses in the unincorporated County, primarily through private haulers permitted by the County. Drop-off centers and private transfer stations also operate in the County.

4.1.1 Registered Haulers

The Fulton County Collection and Disposal Ordinance of 1996, included as Appendix C, requires all haulers to register with the Fulton County Department of Public Works to collect solid waste in the unincorporated County. To register, haulers must:

- Provide the County with a Solid Waste Handling permit from the Environmental Protection Division (EPD) of the Georgia Department of Natural Resources (GA DNR).
- Provide a copy of a Fulton County Health Department permit¹.
- Provide proof of insurance.
- Post a performance bond.
- Certify indemnification.

This process is followed closely with haulers collecting from residents but less so with those collecting from commercial businesses.

Registered haulers collecting from residents are required to collect solid waste weekly and yard trimmings and recyclables at least once every other week. They must collect bulky items that are set out for collection by their customers. They are also required to provide the County the following information on a quarterly basis:

- Tonnage figures showing total solid waste tonnage collected for household garbage and trash, and
- Documentation showing yard trimmings and recyclables collected are being processed as recovered materials.

¹ The Fulton County Health Department issues its own permits. Haulers must obtain a permit from the Health Department prior to being eligible to receive a permit from the Public Works Department.

Section 4

Residents and businesses in the unincorporated County may choose any of the permitted haulers operating in their area. Table 4-1 shows the haulers currently permitted to operate in Fulton County.

Table 4-1
Residential Haulers Operating in Unincorporated Fulton County

Hauler Name	Hauler Address	Jurisdiction Served
Cardinal Sanitation	P.O. Box 390562 Snellville, GA 30078	Unincorporated South Fulton
Dream Sanitation	5526-A Bldg. 1 Old National Hwy. College Park, GA 30349	Unincorporated South Fulton including Ben Hill
Latham Home Sanitation, Inc.	5225 Welcome All Road College Park, GA 30349	Unincorporated South Fulton including Ben Hill
T&R Sanitation	946 Main Street, Suite E3A Jonesboro, GA 30236	Unincorporated South Fulton
Atlanta Waste Industries	2365 Pleasantdale Road Atlanta, GA 30340	Alpharetta and Unincorporated North Fulton County
Brentland Sanitation	P.O. Box 1655 Woodstock, GA 30188	Dunwoody and Unincorporated North Fulton County
Browning-Ferris Industries of Georgia	3045 Bankhead Hwy. Atlanta, GA 30318	Alpharetta, Duluth, Dunwoody, Roswell and Unincorporated North Fulton County
Cox Sanitation	PMB 141 10029 Hwy. 92, Suite 100-141 Woodstock, GA 30188	Alpharetta, Dunwoody, Sandy Springs outside I-285 and Unincorporated North Fulton County
Robertson Sanitation	P.O. Box 669513 Marietta, GA 30006	Alpharetta
Waste Management	1243 Beaver Ruin Road Norcross, GA 30093	North of the City of Atlanta to the Chattahoochee River

4.1.2 Drop-Off Locations and Transfer Stations

County residents also have the option of delivering solid waste to Merk Miles drop-off center in south Fulton County. Residents can deliver household garbage, recyclables, appliances, scrap metal, and yard waste to the transfer station. Residents delivering household garbage are charged \$3.00 for up to four 55-gallon trash bags, or two cubic yards of household garbage. The Merk Miles facility is open Monday, Tuesday, Thursday, Friday, and Saturday from 9:00 a.m. until 5:00 p.m. In 2004, 2,451 tons of residential solid waste was delivered to the Merk Miles facility.

Three privately owned transfer stations accept waste from residents and businesses in unincorporated Fulton County. The Mauldin Drive Transfer Station, owned and

operated by United Waste, is located at 175 Mauldin Road, is open Monday through Friday from 7:00 a.m. until 5:00 p.m. Residents can deliver household garbage, appliances, and construction debris to the transfer station for a fee based on the tipping fee of \$34.50 per ton. The Welcome All Transfer Station, owned and operated by Advanced Disposal, is located at 5225 Welcome All Road in College Park. The facility accepts residential household garbage. Unincorporated Fulton County residents are charged based on a \$32.00 per ton tipping fee to deliver household garbage to the facility. The Waste Management transfer station, owned and operated by Waste Management, is located on Fulton Industrial Boulevard. Tables 4-2 shows the collection programs and transfer facilities (open to the public) operating in the County.

Section 4

Table 4-2
Inventory of Collection Programs

Type	Collector/Operator	Program Description	Jurisdictions Served	Sectors Served	Number of Households/Businesses Served	Contractual Arrangements
Curbside Collection	Permitted Private Haulers	Once per week collection of garbage and recyclables	County-wide	Residential	19,308*	Residents contract directly with haulers
Curbside Collection	Contracted Private Hauler	Once per week collection of yard trimmings and bulky waste	Unincorporated South Fulton including Ben Hill	Residential	17,000*	County contracts directly with hauler to provide services
Commercial Collection	Private hauler open competition	Unknown	County-wide	Commercial	Unknown	Entities arrange for collection with hauler of choice
Merk-Miles Drop-Off Center	Fulton County owned/private operated	Drop-off Monday, Tuesday, Thursday, Friday and Saturday 9:00 a.m. – 5:00 p.m.	South Fulton	Residential/ Commercial	N/A	Fee charged on delivery
Mauldin Road Transfer Station	United Waste	Drop-off Monday-Friday 7:00 a.m. – 5:00 p.m.	North Fulton	Residential and Commercial	N/A	Fee charged upon delivery
Welcome All Transfer Station	Advanced Disposal					Fee charged upon delivery
Fulton Industrial Transfer Station	Waste Management, Inc.				N/A	Fee charged upon delivery

Source: Fulton County 2003 Solid Waste Management Survey & Full Cost Report
2003 Fulton County/Latham Home Sanitation, Inc. contract

*Number of households served provided by the Fulton County 2003 Solid Waste Management Survey & Full Cost Report

4.1.3 Yard Trimmings and Bulk Item Collection

All yard trimmings in Fulton County are collected separately from MSW as required in the County's Solid Waste Collection and Disposal Ordinance. Permitted private haulers are required to collect yard trimmings from their customers at least once every other week. In south Fulton, the County has a contract for collection of yard trimmings from 17,000 homes. In addition, residents can self-haul their yard trimmings to the Merk Miles facility.

Bulky items are also collected by private haulers and the County's contractor (in the south). In addition, residents can drop-off bulky items at the Merk Miles facility. Residents are charged \$3.00 per bulk item (such as furniture and major home appliances) delivered to the facility. The KSSNFB offers an annual bulky trash collection event to County residents. There is no charge to residents who deliver their materials to this collection event.

4.1.4 Illegal Dumping/Littering

The County does not perceive illegal dumping to be a significant problem, perhaps because most residents have curbside collection of solid waste, yard trimmings, and bulky materials. The County has a litter control ordinance (included as Appendix D) that prohibits illegal dumping and littering. Violations are referred to the Fulton County Environmental Court, which meets once per month in the North unincorporated area and once per month in the South unincorporated area. The Magistrate Court oversees the Environmental Court, and handles all environmental violations such as permit violations (including those of registered haulers) and erosion control in addition to littering and illegal dumping. The Court instates several levels of action to correct a violation. The first level of action involves a notice of violation. The violator is given a time frame to correct the infraction. If the timeframe is not met, Code Enforcement issues a citation with a court date. If the violator does not attend the court date, the Sheriff's Office issues a subpoena. If the violator does not respond to the subpoena, a bench warrant is issued and the violator is subject to a jail term. The Environmental Court offers a deterrent for illegal dumping in the County.

The County has a litter "hotline" (404) 730-TELL, where residents can anonymously call to report illegal dumping on private residential property. Any calls received through TELL are given to the County Code Enforcement Inspectors for further investigation. If residents witness illegal dumping occurring on the roads or other County right-of-ways, they are instructed to call the Public Works Department directly. An estimated 210 illegal dumping complaints (from the TELL line and calls direct to Code Enforcement) were received in 2004. For the first six months of 2005 (January through June 2005), Code Enforcement estimates it has received 100 calls reporting illegal dumping.

In addition to enforcement, public education efforts operated by the FCDECD, KSSNFB, and Keep South Fulton Beautiful discourage littering and illegal dumping. KSSNFB sponsors an annual bulky trash drop-off day.

4.1.5 Contingency Strategy

Because there are several private haulers operating in each area of the unincorporated County, the County can offer several options to residents and businesses as a contingency strategy should one hauler no longer provide service. Once a hauler notifies the County they will no longer be operating under the permit, the County can notify residents about the permitted haulers from which they can choose. However, the County may consider writing into the permit regulations that all haulers must give their customers 30 days written notice that services will be terminated to give the residents ample opportunity to select a new hauler.

In the event of a natural disaster, or an emergency situation that would alter the current collection and disposal system for the unincorporated area, the County has several options in place for residential solid waste and yard debris collection and disposal. For residential solid waste, the County would continue to utilize private haulers and vendors to collect residential waste. It would be the responsibility of the hauler to find a disposal facility. If the current resources (permitted haulers) were not able to offer their normal services, the County would by-pass the formal Request for Proposal and bidding process, and would hire or contract for private hauling services as needed. In an extreme case, the County could use existing County vehicles and set up a temporary service route to collect debris from residents in the unincorporated areas. To facilitate this process, the County may consider putting contracts in place to ensure that these contractors are available to assist in collecting debris should a disaster occur.

In addition to any locations provided by contractors, the County would utilize the Merk Miles facility as a staging area for excessive debris that would likely result from a disaster. Assessment of Existing Collection Programs

4.2 Needs and Goals

Goal: *To provide universal access to collection services for solid waste and recyclables to all citizens in unincorporated Fulton County.*

With the number of competitive private haulers who provide residential and commercial garbage and recycling services to unincorporated Fulton County, and with access to drop-off centers and transfer stations in the County, there are ample services for collection in the County. However, the County does have a goal of ensuring that these services are consistent and efficient and the County needs access to sufficient information to ensure that this is the case. To accomplish these goals, the County has the following needs:

1. Enforce terms of the existing Solid Waste Collection and Disposal Ordinance, specifically those that require haulers to offer curbside collection of recyclables to residential customers and to report to the County quarterly.
2. Ensure that the permit process for private haulers is consistent between the Health Department and Public Works and determine whether there is a way to streamline this process.

3. Evaluate whether current Collection and Disposal ordinance achieves County's goals for collection and waste reduction and consider alternative collection approaches, if necessary.
4. Determine where County will offer collection for yard trimmings and bulky items and contract for services.
5. Determine whether County policy needs to be amended to ensure transfer stations operate in a manner consistent with Fulton County objectives.
6. Consider contracting with collectors and disposal facilities to provide services in case of disaster.
7. Evaluate and implement options to provide adequate and consistent collection service to residents and businesses in the newly created City of Sandy Springs.

Section 5 DISPOSAL ELEMENT

5.1 Inventory and Assessment of Facilities Located in County

5.1.1 Landfills

Four private landfills operate in Fulton County, according to the EPD's database. One is an MSW landfill and three are C&D landfills, identified in Table 5-1. The location of these landfills, along with closed landfills, transfer stations and recycling centers, are shown in Figure 5-1. EPD's database also lists 86 inert landfills permitted by rule in Fulton County. These inert landfills are primarily on construction sites and used exclusively by the permittee on a temporary basis.

Table 5-1
Permitted Landfills in Fulton County, 2004

Facility Name	Permit Number	Waste Accepted
Chambers - Bolton Rd (SL)	060-083D (SL)	MSW
Chadwick Road Landfill	060-072D(L)	C&D
Safeguard Landfill	060-088D (C&D)	C&D
Willow Oak Landfill	060-0890D (C&D)	C&D

Section 5

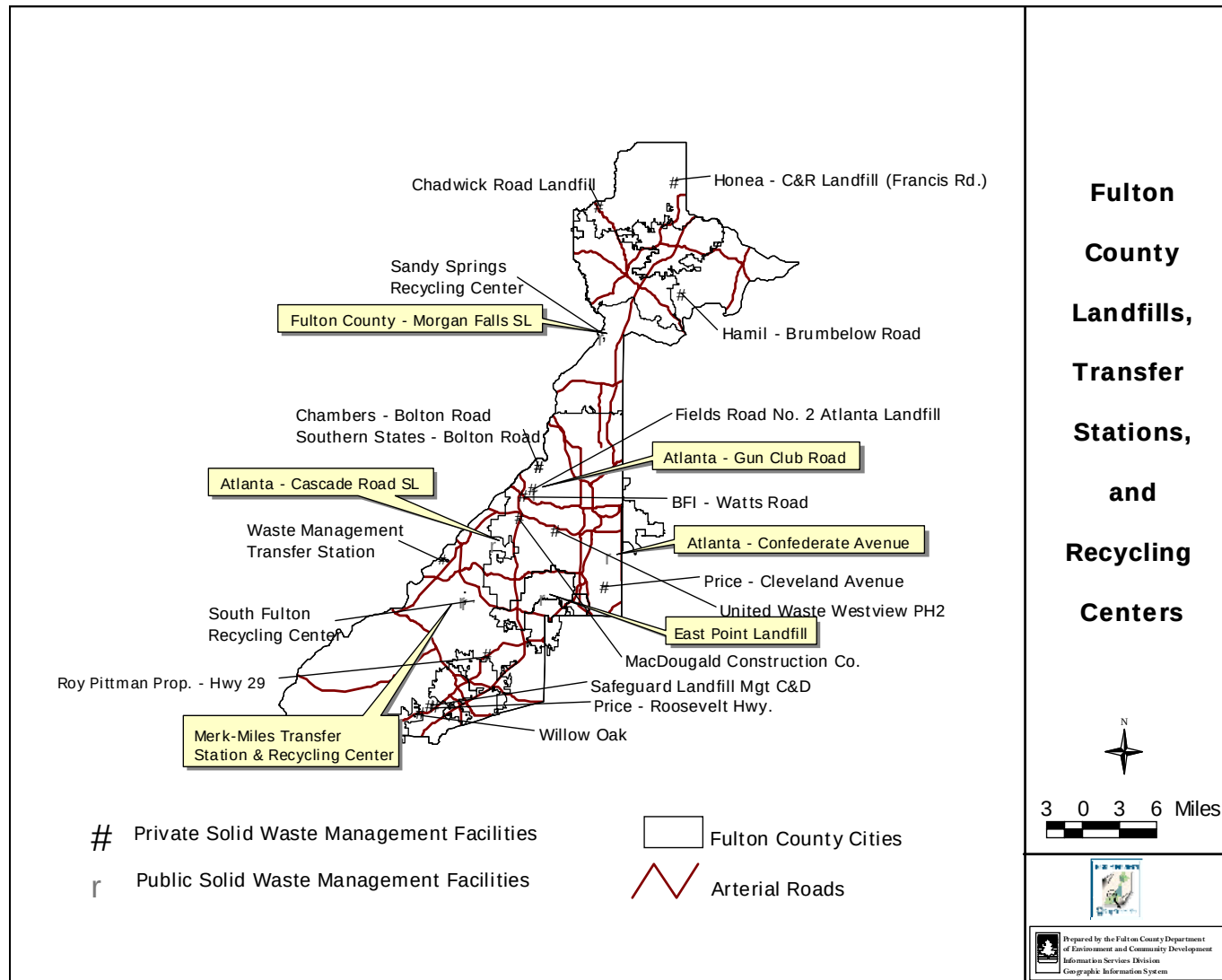


Figure 5-1: Solid Waste and Recycling Facilities in Fulton County

The County does not operate any disposal facilities. However, it does manage two closed County landfill sites. The Fulton County Morgan Falls landfill, owned and operated by Fulton County, was closed in 1988. The landfill closure was approved by the EPD in 1998. Morgan Falls also functioned as a transfer station, which is no longer operating. The landfill site comprises approximately 128.54 acres, which includes the 68.51-acre closed landfill area. A golf course operates on the site as does the Morgan Falls “Dick Schmalz” Recycling Center.

The Merk Miles Landfill, owned and operated by Fulton County, ceased accepting waste on April 8, 1994. A closure certificate was issued on January 12, 1998. Post closure care activities include groundwater and methane monitoring, and general maintenance of the landfill (mowing grass, ensuring positive drainage is maintained, maintaining environmental monitoring points, maintaining operational records, etc.). The drop-off center still operates at the closed landfill site.

5.1.2 Transfer Stations

EPD’s database indicates that 15 transfer stations are permitted to operate in Fulton County, including both the incorporated and unincorporated areas. The transfer stations included in EPD’s database are indicated in Table 5-2.

Table 5-2
Permitted Transfer Stations in Fulton County, 2004

Facility Name	Permit Number	Location
City-Wide Recycling	PBR-060-011TS	Atlanta
Latham Home Sanitation, Inc.	PBR-060-012TS	College Park
United Waste Service/City of Roswell Transfer Station	PBR-060-118TS	Roswell
Environmental Remedies, LLC D/B/A Mindis Treatment Ser	PBR-060-120TS	Atlanta
Equis Atlanta T&P	PBR-060-202TS	Roswell
Apps of GA	PBR-060-204TS	Roswell
Gateway Transfer Station	PBR-060-207TS	Atlanta
Atlanta Transfer Station	PBR-060-208TS	Atlanta
Industrial Environmental Technologies Corporation	PBR-060-210TS	Alpharetta
Phillips Services Corp/Allwaste Recovery System	PBR-060-212TS	Fairburn
Welcome All Transfer Station	PBR-060-216TS	College Park
EQ Industrial Services	PBR-060-221TS	Atlanta

Facility Name	Permit Number	Location
Tall Pines Solid Waste Transfer Station	PBR-060-222TS	Fairburn
Soful, LLC Transfer Station	PBR-060-223TS	Fairburn
Alpharetta Transfer Station	PBR-060-238TS	Alpharetta
Quantum Environmental Solutions, LLC	PBR-060-204COL, TS	Atlanta

2004 Reports, Georgia EPD, <http://www.state.ga.us/dnr/enviro/>

Currently, transfer stations operating in Fulton County must obtain a use permit from the County Commission. The FCDECD is responsible for enforcing the conditions of the use permit.

5.2 Inventory and Assessment of Disposal Facilities Used by County

All MSW from unincorporated Fulton County is disposed of in municipal solid waste landfills, all but one of which are privately owned and operated. Based on disposal reports provided to EPD from solid waste disposal facilities, private haulers delivered waste collected in unincorporated Fulton County to eleven different municipal solid waste landfills located in eleven different counties in 2004 (Table 5-3). Ninety-two percent of the County's waste went to three landfills: Hickory Ridge in Dekalb County; Eagle Point in Forsyth County; and Pine Bluff in Cherokee County. Since Hickory Ridge and Bolton Road, two of the closest landfills to much of Fulton County, are scheduled to close in the near future, more of Fulton County's waste may be transferred in the future. Six of the landfills currently used by the County are projected to have capacity throughout the ten year planning period.

Table 5-3
Municipal Solid Waste Landfills Accepting Waste from
Unincorporated Fulton County, 2004

County	Facility Name	Permit Number	Tons Delivered	Year Expected to Reach Capacity
Banks	Chambers R & B Landfill Site #2	006-009D (MSWL)	76	2040
Barrow	Republic Waste - Oak Grove MSWLF SR324	007-020D (SL)	13,258	2009
Butts	Butts Co-Pine Ridge Recycling (MSWL)	018-008D (MSWL)	72	2045
Cherokee	Cherokee Co-Pine Bluff Landfill, Inc.	028-039D (SL)	62,585	2060
DeKalb	BFI-Hickory Ridge (MSWL)	044-048D (SL)	274,461	2005
Forsyth	Eagle Point Landfill	058-012D (MSWL)	133,164	2038
Fulton	Chambers - Bolton Rd (SL)	060-083D (SL)	25,299	2005
Gwinnett	BFI - Richland Creek Rd (SL)	067-032D (SL)	3,342	2023
Lowndes	Pecan Row Municipal Solid Waste Landfill	092-019D (MSWL)	106	2011
Polk	Polk Co - Grady Rd (SL)	115-008D(SL)	175	2006
	Allied Services, LLC -SR 90/SR			2027
Taylor	137 Charing (SL)	133-003D(SL)	208	

2004 Landfill Reports, Georgia EPD.

Private haulers deliver waste collected in unincorporated Fulton County to eleven different construction and demolition debris landfills located in six different counties, as shown in Table 5-4. Three of these landfills are located in Fulton County: the Chadwick Road Landfill, Inc., the Safeguard Landfill, and the Willow Oak C&D landfill. Only four of these landfills are projected to have capacity throughout the ten year planning period, including the new Willow Oak landfill which is projected to have capacity for over 100 years.

Section 5

Table 5-2
Construction and Demolition Landfills Accepting Waste from
Unincorporated Fulton County, 2004

County	Facility Name	Permit Number	Dominion	Year Expected to Reach Capacity
Cherokee	Cherokee Construction and Demolition Landfill	028-043D (C&D)	Private Commercial	2040
Cherokee	Cherokee Co-Swims-SR 92 Ph 5	028-040D (C&D)	Private Commercial	2007
DeKalb	APAC/GA - Donzi Ln Ph 5A (L)	044-042D (L)	Private Commercial	2008
DeKalb	BFI-East DeKalb Landfill	044-049D (C&D)	Private Commercial	2004
DeKalb	Rogers Lake Road C&D Landfill	044-041D (L)	Private Commercial	2008
Forsyth	Greenleaf Recycling, LLC	058-013D (C&D)	Private Commercial	2014
Fulton	Chadwick Rd Landfill, Inc.	060-072D (L)	Private Commercial	2011
Fulton	Safeguard Landfill Management C & D	060-088D (C&D)	Private Commercial	2008
Fulton	Willow Oak C&D Landfill	060-089D (C&D)	Private Commercial	Opened in 2004. Permitted for 15,089,000 CY
Hall	Reliable Tire Services, Monroe Dr.	069-014D (C&D)	Private Commercial	2018
Walton	US 78 Construction and Demolition Landfill	147-012D(C&D)	Private Commercial	2119

2004 Landfill Reports, Georgia EPD.

5.2.1 Assurance of 10-Year Capacity

Based on projected capacity, landfills currently being used for MSW have sufficient disposal capacity to accept all municipal solid waste disposed of from unincorporated Fulton County for the planning period. However, it is likely that private haulers may deliver some of the MSW elsewhere depending on market forces.

Although the County has no ability to dictate where MSW from the unincorporated County is delivered, it has obtained letters from the Pine Bluff Landfill in Cherokee County for approximately 325,000 tons per year, the anticipated tonnage at the end of the planning period. The owners and operators of this facility have assured the County that the Pine Bluff landfill has enough disposal capacity to accept waste from unincorporated Fulton County for the ten year planning period. EPD reports that the capacity at Pine

Bluff is expected to last until 2060 at current disposal rates. The capacity assurance letter provided by Waste Management, the owner of Pine Bluff, is included as Appendix E.

Once the Bolton Road landfill closes, there will be no MSW landfills remaining in Fulton County. Thus, it is likely that at least some of the waste collected in the County will be transferred prior to delivery to the landfill. Although there is no database available indicating the processing capacity of transfer stations in the County, the distribution of the existing transfer stations and the known capacity of a couple of these facilities suggests that there is more than enough capacity at existing transfer stations in the County to handle the waste. Two facilities alone, Waste Management, Inc.'s Alpharetta and Gateway facilities, report a combined total throughput capacity of 2,100 tons per day. This is more waste than the County disposes of in a single day.

Although there appears to be sufficient space in MSW landfills in the region to handle Fulton County's waste for the next ten years, C&D landfill capacity may be more limited. At the current disposal rate of 7.48 pounds per person per day, it is estimated that approximately 41 million cubic yards of construction and demolition debris will be disposed over the ten year planning period (using a conversion factor of 1,100 pounds per cubic yard). The total capacity remaining in the C&D landfills currently accepting waste from unincorporated Fulton County is reported by EPD as 33 million cubic yards.¹ So either new C&D capacity will need to be developed, these materials will need to be reduced, or they will have to be shipped to more distant facilities. Alternatively, these materials would have to be disposed of in MSW facilities, thus shortening the life of MSW facilities in the region.

5.2.2 Contingency Strategy

There are many landfills available to accept Fulton County's waste as evidenced by the fact that eleven landfills currently report that they accept waste from the County. In the event that one or more of these landfills become unavailable, the permitted haulers would be responsible for finding alternative disposal locations. If needed, the County could utilize the Merk Miles facility as a staging area for the unincorporated areas for excessive debris that would likely result from a disaster.

5.3 Statement of Needs and Goals

Goal: *Ensure sufficient disposal capacity to handle the amount of waste projected to be disposed for the next ten years.*

Goal: *Ensure that existing and proposed solid waste handling facilities located in the unincorporated County will not negatively impact the natural environment or public health and safety.*

Specifically, the County's needs with regard to disposal include:

1. Continue to monitor capacity of landfills in the region to ensure that there remains sufficient capacity to handle Fulton County's MSW.

¹ 2004 EPD data for remaining C&D landfill capacity.

Section 5

2. Work with neighboring communities, private haulers, and landfill operators to ensure sufficient capacity in construction and demolition landfills to handle the waste generated in the region, including a strategy to handle debris generated by a disaster.
3. Evaluate sufficiency of host fee collected from disposal facilities operating in the County.
4. Ensure that all solid waste handling facilities are operated in a manner that protects public health and the environment and is consistent with solid waste management plan.
5. Determine role of the newly formed City of Sandy Springs in ensuring landfill capacity and oversight of facilities located within its borders.

Section 6

LAND LIMITATION ELEMENT

Fulton County is one of the most densely populated counties in the State. Population density, zoning, and land use factors, as well as natural environmental limitations limit the amount of land suitable for development of new landfills or other solid waste facilities.

Solid waste disposal facilities and other solid waste handling facilities should be located where they have minimum adverse effects on the community and the environment. This section outlines the limitations that the County will consider when a new solid waste management facility or the expansion of an existing solid waste management facility is proposed. The limitations identified below do not exclude the development of a facility in an area where the limitations occur; rather, the limitation or concern must be considered, and if possible, mitigated when siting a facility.

6.1 Natural Environmental Limitations

Federal, State, and County policy contain restrictions on where in Fulton County solid waste facilities can be sited and, in some cases, the design required to site facilities in a specific area, based on natural environmental features. This section discusses the restrictions in more detail. Figure 6-1, provided by DCA, indicates the areas in Fulton County impacted by some of these restrictions, as well as those impacted by some of the land use restrictions described in Section 6.2.

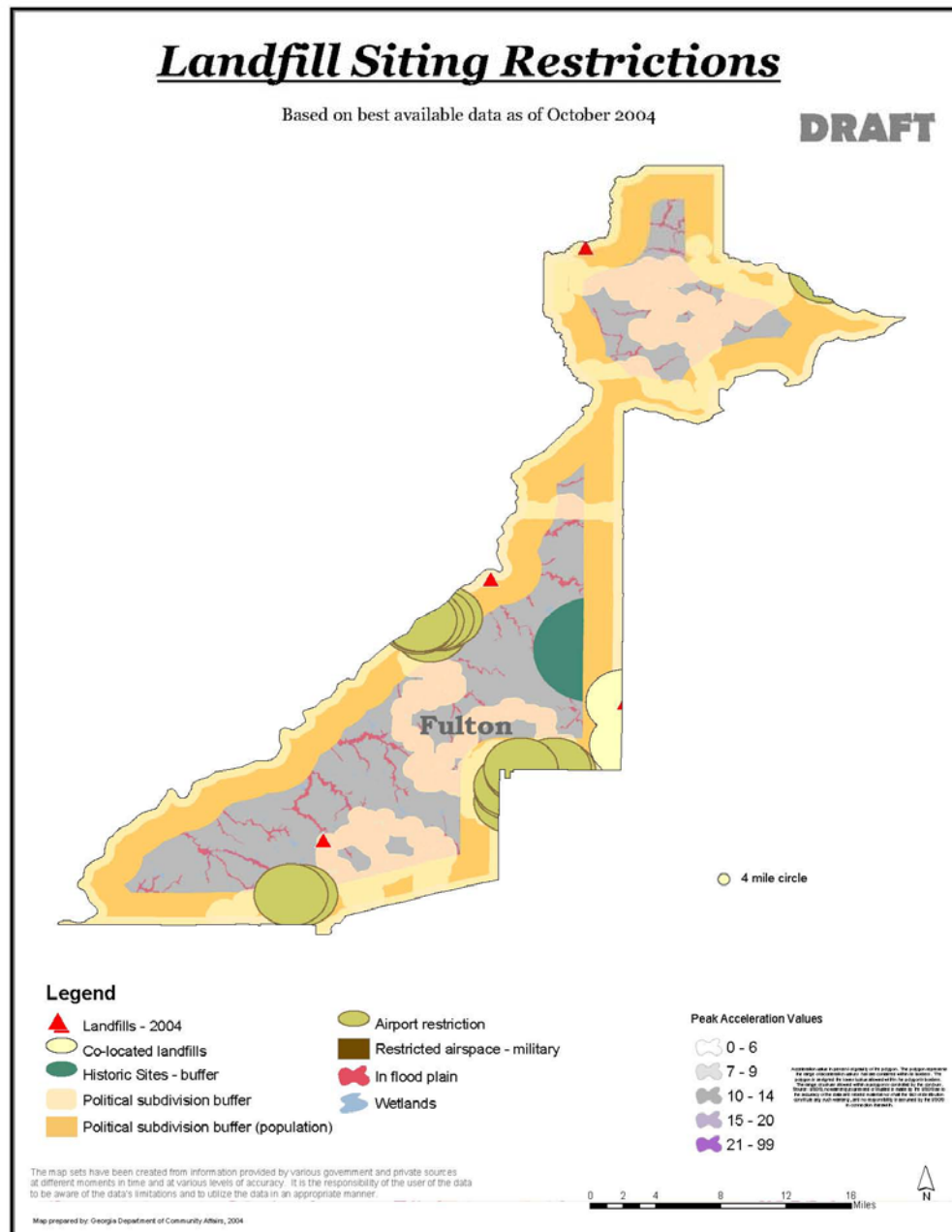


Figure 6-1: Landfill Siting Restrictions in Fulton County

6.1.1 Floodplains

DNR Rule 391-3-4-.05(1)(d) stipulates that any solid waste landfill located in the 100-year floodplain shall not restrict the flow of the 100-year flood, reduce the temporary water storage capacity of the flood plain, or result in a washout of solid waste so as to pose a threat to human health of the environment. Fulton County requires applicants proposing to develop in a wetland or floodplain to obtain a Section 404 permit or a determination of no jurisdiction from the Army Corps of Engineers prior to obtaining a LDP.

6.1.2 Wetlands

DNR Rule 391-3-4-.05(1)(e) prohibits the development of solid waste landfills in wetlands, as defined by the U.S. Army Corps of Engineers, unless evidence is provided by the applicant that use of the wetland has been permitted or otherwise authorized under all other applicable state and federal laws and rules.

6.1.3 Water Supply Watersheds

DNR Rule 391-3-16-.10(7)c1 requires that at any location within a small water supply watershed, new solid waste landfills must have synthetic liners and leachate collection systems. Two large watershed areas exist in Fulton County, the Chattahoochee River basin and the Flint River Basin. The Chattahoochee River basin encompasses portions of the North Fulton and Sandy Springs unincorporated Planning Areas, and portions of DeKalb and Gwinnett counties. Two adjacent small water supply watersheds are located in South Fulton. The Cedar Creek watershed serves the Palmetto Water Plant and Intake, and contains six square miles in South Fulton. The Line Creek watershed serves Fayette County and serves 10.67 square miles in South Fulton. In North Fulton, the 96 square mile Big Creek watershed includes the water intake for the City of Roswell.

6.1.4 Groundwater Recharge Areas

DNR Rule 391-3-16-.02(3)(a) requires that in significant groundwater recharge areas, DNR shall not issue permits for new solid waste landfills not having synthetic liners and leachate collection systems. In Fulton County, the primary public drinking water source is surface water from the Chattahoochee River and its tributaries, not groundwater. Although Fulton County is largely serviced by public water, some households in rural portions of the County rely on individual wells.

6.1.5 River Corridors

DNR Rules prohibit the development of new solid waste landfills within protected river corridors. The Chattahoochee River corridor is protected under the Metropolitan River Protection Act (MRPA), which establishes undisturbed vegetation buffer and impervious surface setbacks from both sides of the river's banks. The Flint River basin

encompasses portions of Fulton, Clayton, and Fayette Counties. Approximately 30 square miles of the Flint River basin are in unincorporated South Fulton.

6.1.6 Protected Mountains

DNR Rule 391-3-16.05(4)(1) prohibits the development of new solid waste landfills in areas designated as protected mountains. There are no protected mountains in the Fulton County.

6.1.7 Fault Zones, Seismic Impact Zones, and Unstable Areas (Karst Areas)

A hydrogeological assessment must be conducted at the location of any proposed solid waste disposal facility. Such an assessment must be performed under the direction of a registered geologist or professional engineer. Technical issues which involve seismic activity, fault lines, unstable areas, such as karst areas must be evaluated in the preliminary site selection phase. Any condition that would likely result in a release of pollution from a site may not receive EPD approval during the solid waste handling permitting process, unless mitigating or supplemental protection is provided.

DNR Rule 391-3-4-.05(1)(f) focuses on fault areas and requires that new landfill units and lateral expansions of existing landfills not be located within 200 feet of a fault that has had a displacement in Holocene time, unless an alternative setback distance of less than 200 feet will prevent damage to the structural integrity of the landfill and will protect human health and the environment.

DNR Rule 391-3-4-.05(1)(g) prohibits the development of new landfills and lateral expansions of existing landfills in seismic impact zones, unless all landfill containment structures, including existing landfill liners, leachate collection systems, and surface water control systems, are designed to resist the maximum horizontal acceleration in lithified earth material for the site.

According to DNR Rule 391-3-4-.05(1)(h), existing landfills and lateral expansions of existing landfills located in an unstable area must demonstrate that engineering measures have been incorporated into the landfill's design to ensure that the integrity of the structural components of the landfill will not be compromised.

6.2 Land Use and Zoning Limitations

6.2.1 Zoning Restrictions

DNR Rule 391-3-4-.05(1)(a) requires that solid waste facility sites must conform to all local zoning/land use ordinances. The Fulton County Zoning Resolution specifies the allowable districts and other criteria for siting solid waste handling facilities in the unincorporated County, shown in Table 6-1. Municipal solid waste landfills and transfer stations can only be sited in areas zoned M-2, or heavy industrial, of which there is a total of 5,319 acres in the southern part of the unincorporated County.

Figures 6-2 and 6-3 indicate the land in north Fulton and south Fulton, respectively, that is zoned for heavy industrial.

Table 6-1
Zoning Requirements for Solid Waste Facilities

Facility Type	District Permitted	Other Siting Criteria
Inert Landfill	AG-1, M-1, M-2	No portion within three mile radius of existing landfill
MSW Landfill (including C&D)	M-2	No portion within three mile radius of existing landfill
Recycling Facility, Processing	C-2, M-1A	No portion within three mile radius of existing recycling facility
Transfer Station	M-2	No portion within three mile radius of existing transfer station
Composting	AG-1	Minimum 5 acre site

AG-1 = Agricultural, M-1 = Light Industrial, M-1A = Industrial Park District, M-2 = Heavy Industrial, C2 = Community Business

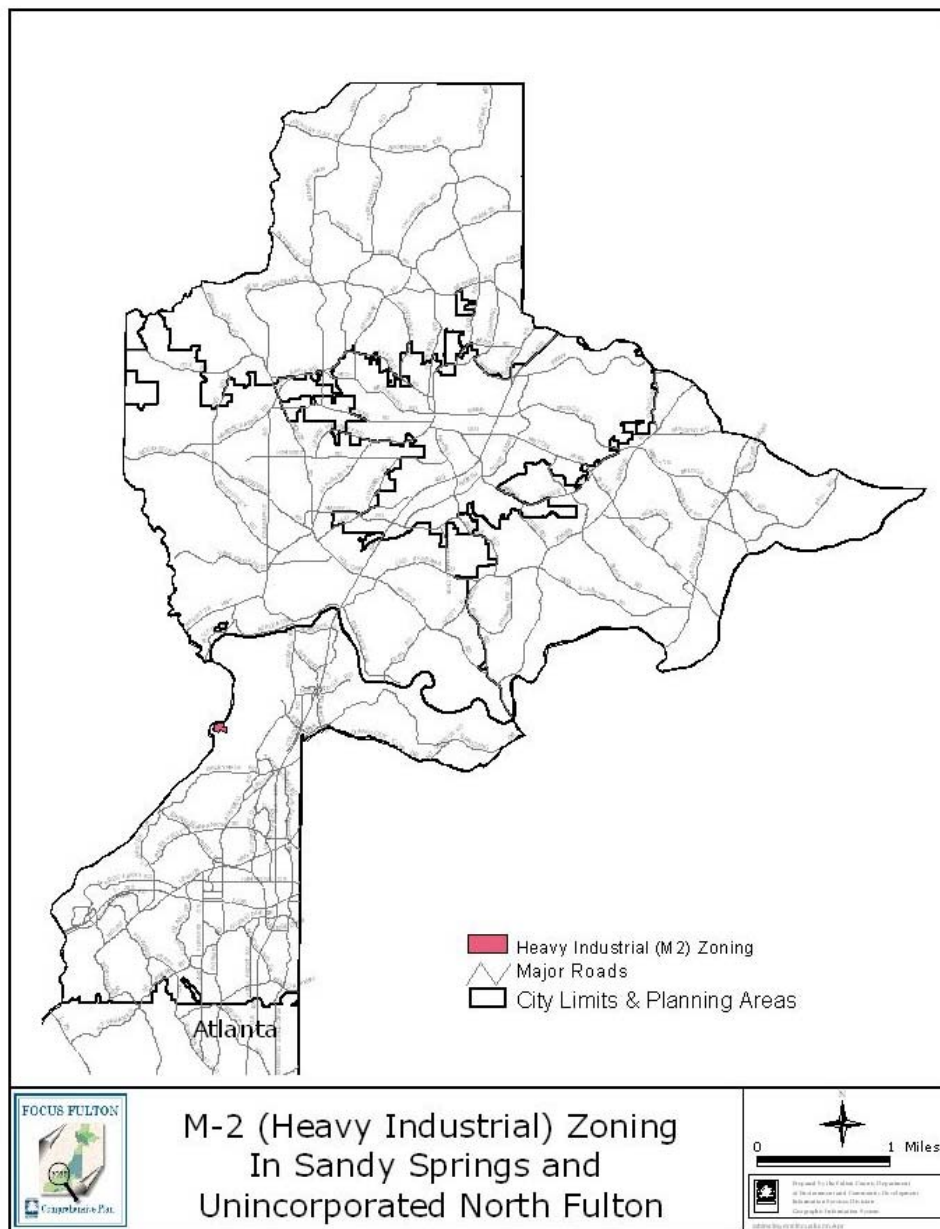


Figure 6-2: Zoning in Sandy Springs and Unincorporated North Fulton

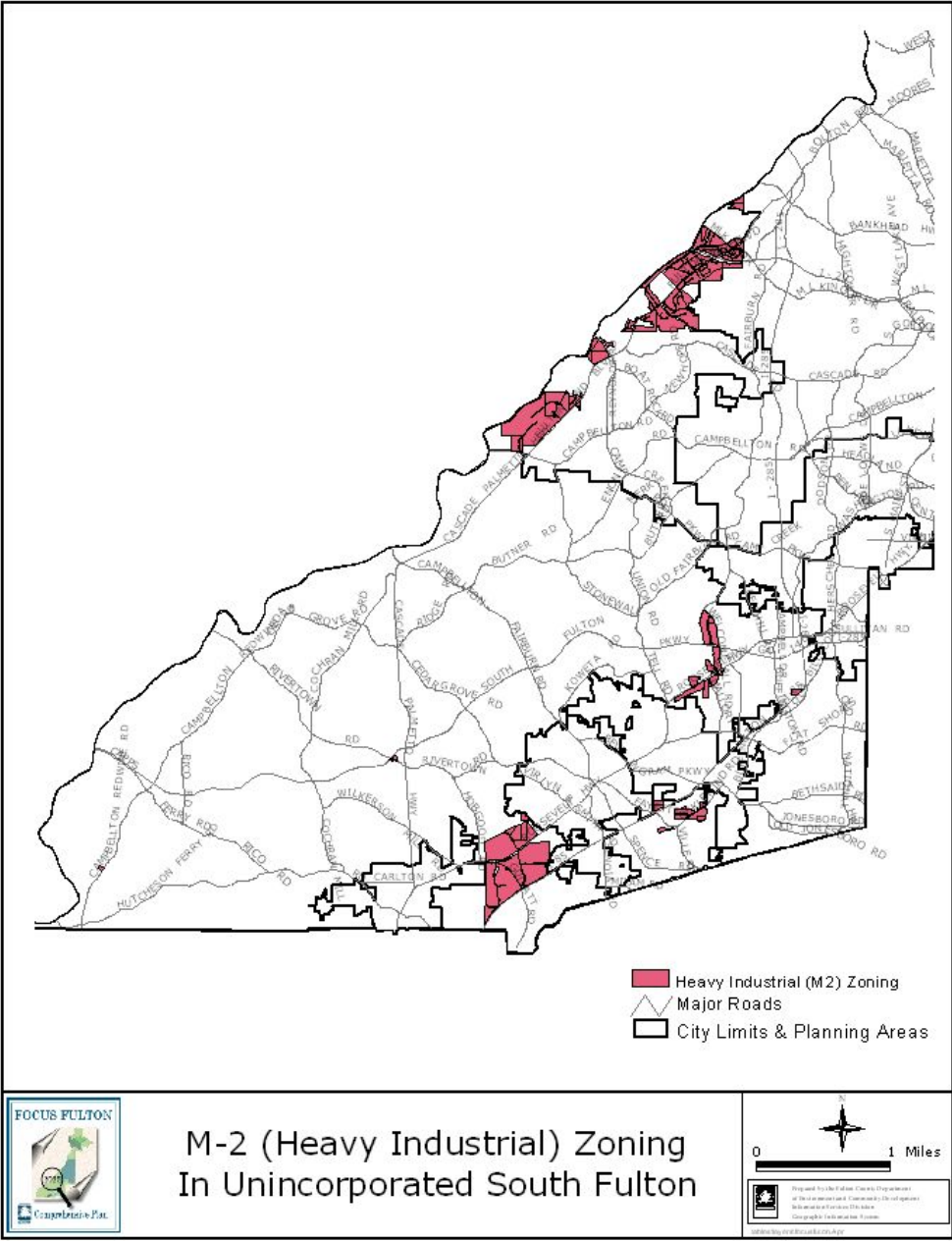


Figure 6-3: Zoning in Unincorporated South Fulton

6.2.2 National Historic Sites

MSW landfills are not permitted within 5,708 yards of a National Historic Site. The Martin Luther King Memorial in the City of Atlanta is the only designated National Historic Site in Fulton County.

6.2.3 Archaeological Sites

The Archaeological Resources Protection Act of 1979 requires federal agencies or local governments utilizing federal funds to conduct archaeological investigations on lands under their jurisdiction to determine the nature and extent of the protected cultural resources present. Therefore, no solid waste handling facility should be located so as to negatively impact an area of concentrated or known archaeological sites on file with the Georgia Archaeological Site File (GASF). Located at the University of Georgia, the GASF is the official repository for information about known archaeological sites in the state of Georgia. Because specific information concerning the location and contents of archaeological sites is protected by Georgia Law ([O.C.G.A. § 50-18-72 \[a\]\[10\]](#)), direct access to the complete information held by the GASF is restricted to qualified archaeologists and archaeology students. If a facility siting has the potential to impact an area of concentrated or known archaeological sites, then consultation with the State Archaeologist and the SHPO would be required.

6.2.4 Surface Water Intake

The Chattahoochee River serves as the primary water source for numerous Fulton County citizens. Several surface water intakes are located along the Chattahoochee River. According to the Georgia DNR Rule 391-3-16-.01, solid waste landfills must have engineered modifications such as liners, leachate collection systems, and groundwater monitoring systems if they are to be located within 2 miles of a surface water intake for a public water source. Unless such a location is the only feasible location, other locations should be considered.

6.2.5 Airport Safety

DNR Rule 391-3-4-.05(1)(c) requires that new solid waste landfill units or lateral expansions of existing units shall not be within 5,000 feet of any runway planned or used for piston-type aircraft or within 10,000 feet of any runway planned or used for turbo-jet or piston-type aircraft. Three airports, the Fulton County Airport, Jackson-Hartsfield International Airport, and the South Fulton Airport, are in or adjacent to South Fulton County. All three of these airports allow or plan to allow both types of aircraft, which means all land within 10,000 feet of the runways at these airports is excluded as a potential site for an MSW landfill. Figure 6-3, provided by the Georgia Department of Community Affairs, indicates the land in Fulton County impacted by siting restrictions for MSW landfills (including construction and demolition landfills), including this requirement for airport safety.

6.2.6 Co-Located Landfills

Fulton County zoning resolution prohibits the siting of a solid waste management facility within a three mile radius of any other existing facility of the same type. This is more stringent than the State requirement of four miles. Figure 6-1 indicates the areas in the unincorporated County impacted by this requirement.

6.2.7 Political Subdivisions

The Georgia Comprehensive Solid Waste Management Act prohibits the siting of a MSW landfill within one half mile of another County's borders without the approval of the jurisdiction's governing authority. Unincorporated Fulton County borders ten other counties. Nearly 40,000 acres in the County are impacted by this requirement. Figure 6-1 indicates the areas in the unincorporated County impacted by this requirement.

6.2.8 Other Land Use Issues

Solid waste handling facilities generate considerable truck traffic and should be located near major roads. Odor and noise are also associated with solid waste handling facilities. Therefore, a minimum 200 foot wide buffer is required of landfills adjacent to residential districts and uses and a minimum of 50 foot wide buffer adjacent to public rights of way. In addition, a minimum fence of six feet in height is required inside the buffers adjacent to property zoned of developed for residential uses. Access through any residential subdivision is prohibited.

6.3 Local Procedures for Siting Solid Waste Facilities

In Fulton County, proper zoning and pertinent use, administrative, and land use permits are required prior to construction and operation of a landfill. The Fulton County Zoning Resolution allows for two types of landfills - Inert Waste and Solid Waste. According to EPD, C&D landfills are a subset of MSW landfills (although they can obtain a variance from a liner and leachate collection system, daily cover is not a requirement, and they do not fall under the siting criteria for bombing ranges and airports). Because of this determination, C&D landfills fall under the zoning restrictions the County has for MSW landfills. Landfill operators must also show their Georgia Solid Waste Handling and Disposal permit prior to obtaining a Fulton County Land Disturbance Permit (LDP).

The County has established a formal process for approving transfer stations in unincorporated Fulton County. All companies interested in constructing a transfer station in Fulton County must:

- Obtain a use permit from the County;
- Provide a detailed environmental impact report to the County;
- Receive approval of the environmental impact report from the County Board of Commissioners;

- Receive approval for a use permit from the County Board of Commissioners;
- Meet all zoning restrictions and requirements;
- Be consistent with and meet the requirements of the Long Term Land Use Plan.

6.3.1 Consistency with the Solid Waste Management Plan

In addition to the process described above for approving transfer stations, any entity requesting a renewal or issuance of a solid waste handling permit (or notifying EPD in the case of a permit by rule) for any type of solid waste management facility must demonstrate that the facility or facility expansion is consistent with Fulton County's Solid Waste Management Plan by following the process described below.

At least 60 days prior to filing for a solid waste handling or C&D permit, or notifying EPD in the case of a solid waste handling facility that is permitted by rule, the applicant must submit to the Fulton County Commission, copying the Fulton County Director of Public Works, a written statement documenting the following:

1. How the proposed facility or facility expansion will meet the specific goals and/or needs identified in the Solid Waste Management Plan, including identification of:
 - a) the impact upon the collection capability within the planning area;
 - b) the impact upon disposal capacity identified in the planning area; and
 - c) the impact to the waste reduction and recycling efforts within the planning area.
2. How the proposed facility or facility expansion and its operation will impact the community, including:
 - a) the impact to vehicle traffic and public safety around the proposed facility and throughout the planning area (the Fulton County Zoning Resolution specifically indicates operating hours, type of road access, buffer zones, etc. for each type of solid waste facility that must be adhered to);
 - b) the impact to the financial viability of the existing solid waste management system within the planning area;
 - c) the impact to individual and business solid waste management rates;
 - d) the impact of the proposed facility or facility expansion to other natural or cultural resources within the planning area; and
 - e) the impact of the proposed facility or facility expansion to the current solid waste management infrastructure (collection, transfer, and disposal) within the planning area, both public and private.

3. How the owner/operator of the proposed facility (and any subsequent owner/operators if sold) will provide financial assurance to address potential environmental liability.
4. That the proposed facility or facility expansion is sited in an area deemed suitable according to the criteria listed in the plan.
5. That the proposed facility or facility expansion is sited in a location that is consistent with local zoning ordinances.

The Governing Authority shall review the "Written Statement of Consistency" and hold at least one public hearing on the requested facility development or expansion prior to determining if the proposed facility or facility expansion is consistent with the Solid Waste Management Plan. Within 30 days of making their determination the Board shall notify the developer whether or not the proposed facility or facility expansion is consistent with the Plan. If the proposed facility is not consistent with the Plan, the developer may address the inconsistencies and resubmit their request for another review. No proposed facility or facility expansion will be sited in the County without a letter from the County Commission stating that the facility is consistent with the Solid Waste Management Plan.

6.4 Needs and Goals

Goal: *To ensure that proposed solid waste handling facilities are consistent with Fulton County's Zoning Resolution, compatible with surrounding land uses, meet federal, State and local environmental requirements, and are consistent with the County's Land Use and Solid Waste Management Plans.*

1. Maintain maps indicating the land excluded from solid waste facility development based on zoning, land use, and environmental factors.
2. Revise County policy as needed to ensure that solid waste facilities are sited and operated in a manner consistent with the Solid Waste Management Plan.
3. Educate potential developers about the County's siting requirements and the process to demonstrate consistency with the Solid Waste Management Plan.
4. Enforce all requirements of the siting and operating requirements for solid waste facilities, including the requirement to demonstrate consistency with the Solid Waste Management Plan.
5. Define the process for reviewing proposals for solid waste handling facilities in the City of Sandy Springs, once incorporated.

Section 7 EDUCATION AND PUBLIC INVOLVEMENT ELEMENT

7.1 Inventory and Assessment of Public Education and Involvement

Fulton County dedicates significant funding and staff resources to public education and involvement on solid waste issues. The County maintains a list of registered haulers, recycling opportunities, and information about the County's solid waste management plans on its web site. The County funds KSSNFB and staff in the FCDECD to implement education and public involvement programs that extend to residents, businesses and schools.

Public education for south part of the County is handled through the FCDECD. Through the Office of Environmental Affairs, a division of the FCDECD, community outreach and education includes Adopt-A-Stream workshops, Water Quality Workshops, Storm Drain Stenciling Events, Water Conservation/Lawn care/Xeriscape workshops, Household Hazardous Waste programs, Clean Water Campaign workshops, composting workshops, and other special environmental events.

Keep South Fulton Beautiful, a not-for-profit organization that is funded through private sources, also offers programs to residents and businesses in south Fulton County. Keep South Fulton Beautiful coordinates education and public involvement programs such as Adopt-A-Tree, Adopt-A-Road, Project Wet and Project Learning Tree. Keep Fulton Beautiful also provides resources for school teachers that meet the standards of the Georgia Department of Education's quality core curriculum.

Public education in unincorporated North Fulton is handled by KSSNFB. Full time staff, currently funded by Fulton County, provides extensive waste reduction, beautification and litter prevention programs such as Adopt-A-Road, Evergreen Business, Evergreen Schools, Graffiti Hurts, and storm drain stenciling. KSSNFB also hosts annual waste reduction and recycling events like Bring One for the Chipper (holiday tree recycling), Arbor Day, The Great American Clean-up, Rivers Alive, and America Recycles Day. KSSNFB also reports to a Board that oversees its public education campaigns and programs.

Although not part of the Fulton County programs, Keep Roswell Beautiful (City of Roswell) also reaches into parts of the unincorporated North Fulton Planning Area. Keep Roswell Beautiful programs focus on the beautification, conservation and preservation of our environment. The organization hosts community education programs which promote litter control, recycling, and community beautification, such

Section 7

as Adopt-A-Road, Adopt-A-Stream, Storm Drain Stenciling, Great American Cleanup, Bring One for the Chipper and Rivers Alive River Cleanup.

In addition, as described in Section 4, the County has an active educational and enforcement program to address illegal dumping and littering. Citizens can report littering on a County Hotline. Public education efforts operated by the FCDECD, KSSNFB, and Keep South Fulton Beautiful discourage littering and illegal dumping. KSSNFB sponsors an annual bulky trash drop-off day.

Table 7-1 describes the public education and involvement activities in the unincorporated Fulton County Planning Areas.

EDUCATION AND PUBLIC INVOLVEMENT ELEMENT

Table 7-1
Existing Environmental Education Initiatives

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Description of Impact
Brochures, special events, tours, presentations, web site	Unincorporated North and South Fulton County	Fulton County/KSSNFB; FCDECD; Keep South Fulton Beautiful, Keep Roswell Beautiful	Residents	Encourages waste reduction, recycling, beautification, litter prevention
Adopt-A-Road	Unincorporated North and South Fulton County	Fulton County/KSSNFB; Keep South Fulton Beautiful; Keep Roswell Beautiful	Businesses and Civic Groups	Keeps highways and roads clean
Adopt-A-Tree	Unincorporated South Fulton County	Keep South Fulton Beautiful	Business, Civic and School Groups	Encourages beautification
Adopt-A-Stream	City of Roswell; Unincorporated North Fulton County	Keep Roswell Beautiful, FCDECD	Residents, Business and civic groups	Encourages litter prevention; keeps waterways clean
Project Learning Tree	Unincorporated South Fulton County Planning Area	Keep South Fulton Beautiful	Teachers and educators	Environmental educational programs
Evergreen Businesses	Unincorporated North Fulton County Planning Area	KSSNFB	Businesses	Encourages waste reduction, recycling, and buying recycled
Evergreen Schools	Unincorporated North Fulton County Planning Area	KSSNFB	School Students and Teachers	Encourages waste reduction, recycling, beautification, and litter prevention
Graffiti Hurts	Unincorporated North Fulton County Planning Area	KSSNFB	Residents, businesses, civic groups, schools	Educates individuals about the consequences of graffiti in the community

Section 7

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Description of Impact
Bring One for the Chipper	Unincorporated North Fulton County Planning Area; City of Roswell	KSSNFB, Keep Roswell Beautiful	Residents	Encourages recycling
Arbor Day	Unincorporated North Fulton County Planning Area	KSSNFB	Residents, businesses, civic groups, school	Encourages beautification
Great American Clean-Up	Unincorporated North Fulton County Planning Area, City of Roswell	KSSNFB, Keep Roswell Beautiful	Residents, businesses, civic groups, schools	Encourages litter prevention and beautification
Rivers Alive	Unincorporated North Fulton County Planning Area, City of Roswell	KSSNFB, Keep Roswell Beautiful	Residents, businesses, civic groups, schools	Encourages litter prevention, beautification and stewardship for water resources
America Recycles Day	Unincorporated North Fulton County Planning Area, City of Roswell	KSSNFB, Keep Roswell Beautiful	Residents, businesses, civic groups, schools	Encourages recycling and buying recycled
Household Hazardous Waste	Unincorporated Planning Areas	FCDECD	Residents	Encourages proper management of HHW
Composting Workshop	Unincorporated Planning Areas	FCDECD	Residents	Encourages management of yard trimmings
Board of Directors	Unincorporated North Fulton County Planning Area, City of Roswell	KSSNFB, Keep Roswell Beautiful	Proactive Citizens	Encourages citizens to become active in solid waste, recycling, litter prevention and beautification efforts in the community

7.2 Needs and Goals

Goal: *Work with municipalities and non-profits to ensure that all residents of the County have access to information about waste reduction and solid waste management in Fulton County.*

1. Continue to operate existing public education and involvement programs related to solid waste.
2. Work with the new City of Sandy Springs to ensure that the effective KSSNFB program continues to offer public education and public involvement activities to City residents as well as residents of unincorporated North Fulton County.
3. Continue to work with the City of Roswell to enable Keep Roswell Beautiful programs to reach into the unincorporated areas of the County.
4. Continue to work with Keep South Fulton Beautiful and other non-profits organizations to educate and involve to residents and businesses in south Fulton County in solid waste management issues.
5. Ensure that public education and information focuses on all aspects of solid waste management, including costs.

8.1 Summary of Needs and Goals

This Section provides an implementation strategy to meet the goals and needs identified in the Waste Reduction, Collection, Disposal, Land Limitation, and Public Education and Information Sections of this Plan. The needs and goals on which this implementation strategy is based, taken from the previous sections of this Plan, are summarized in the Table below.

Table 8-1
Summary of Fulton County Goals and Needs

WASTE REDUCTION	
Goal: To reduce the per capita amount of waste disposed by 10% over the next ten years.	
Need	Jurisdiction
Develop a better way to determine how much waste is actually being disposed of from unincorporated Fulton County versus the County as a whole.	Fulton County
Enforce the current requirements of the Collection and Disposal Ordinance for permitted haulers to collect and recover recyclables and yard trimmings and to document quarterly that this is being done.	Fulton County
Evaluate whether the Collection and Disposal Ordinance should contain additional provisions to encourage recycling by private haulers.	Fulton County
Ensure that the Morgan Falls "Dick Schmaltz" Residential Drop-Off and Recycling Center remains open and available to all residents of the County.	Fulton County/ Sandy Springs
Consider the best way to collect recyclables in the newly incorporated City of Sandy Springs.	Sandy Springs
Determine the availability of recycling services to businesses in unincorporated Fulton County and complement as needed.	Fulton County
Promote the availability of recycling programs offered at the drop-off centers and by private haulers.	Fulton County

Section 8

COLLECTION

Goal: To provide universal access to collection services for solid waste and recyclables to all citizens of unincorporated Fulton County.

Need	Jurisdiction
Enforce terms of the existing Solid Waste Collection and Disposal Ordinance.	Fulton County
Ensure that the permit process for private haulers is consistent between the Health Department and Public Works and determine whether there is a way to streamline this process.	Fulton County
Evaluate the impact of having a number of haulers offering the same service in the same geographic areas and, if necessary, evaluate and implement alternatives.	Fulton County
Determine where County will offer collection for yard trimmings and bulky items and contract for services.	Fulton County
Determine whether County policy needs to be amended to ensure transfer stations operate in a manner consistent with Fulton County objectives.	Fulton County
Consider contracting with collectors and disposal facilities to provide services in case of disaster.	Fulton County
Evaluate and implement options to provide adequate and consistent collection service to residents and businesses in the newly created City of Sandy Springs.	Sandy Springs

DISPOSAL

Goal: Ensure sufficient disposal capacity to handle the amount of waste projected to be disposed for the next ten years.

Goal: Ensure that any proposed solid waste handling facility located in the unincorporated County will not negatively impact the natural environment or public health and safety

Need	Jurisdiction
Continue to monitor capacity of landfills in the region to ensure that there remains sufficient capacity to handle Fulton County's MSW.	Fulton County
Work with neighboring communities, private haulers, and landfill operators to ensure sufficient capacity in construction and demolition landfills to handle the waste generated in the region, including a strategy to handle debris generated by a disaster.	Fulton County
Evaluate sufficiency of host fee collected from disposal facilities operating in the County.	Fulton County
Ensure that all solid waste handling facilities are operated in a manner that protects public health and the environment and is consistent with solid waste management plan.	Fulton County
Determine role of the newly formed City of Sandy Springs in ensuring landfill capacity and oversight of facilities located within its borders.	City of Sandy Springs

LAND LIMITATION

Goal: To ensure that proposed solid waste handling facilities are consistent with Fulton County's Zoning Resolution, compatible with surrounding land uses, meet federal, State and local environmental requirements, and are consistent with the County's Land Use and Solid Waste Management Plans.

Need	Jurisdiction
Maintain maps indicating the land excluded from solid waste facility development based on zoning, land use, and environmental factors.	Fulton County
Educate potential developers about the County's siting requirements and the process to demonstrate consistency with the Solid Waste Management Plan.	Fulton County
Enforce all requirements of the siting and operating requirements for solid waste facilities, including the requirement to demonstrate consistency with the Solid Waste Management Plan.	Fulton County
Conduct site suitability assessment of land in unincorporated Fulton County that meets the criteria for siting of C&D landfills.	Fulton County
Define the process for reviewing proposals for solid waste handling facilities in the City of Sandy Springs, once incorporated.	City of Sandy Springs

EDUCATION AND PUBLIC INVOLVEMENT

Goal: Work with municipalities and non-profits to ensure that all residents of the County have access to information about waste reduction and solid waste management in Fulton County.

Need	Jurisdiction
Work with the new City of Sandy Springs to ensure that the effective KSSNFB program continues to offer public education and public involvement activities to City residents as well as residents of unincorporated North Fulton County.	Fulton County and City of Sandy Springs
Continue to work with the City of Roswell to enable Keep Roswell Beautiful programs to reach into the unincorporated areas of the County.	Fulton County
Continue to work with non-profits organizations to educate and involve to residents and businesses in south Fulton County in solid waste management issues.	Fulton County
Ensure that public education and information focuses on all aspects of solid waste management, including costs.	Fulton County

8.2 Activities in Implementation Strategy

The implementation strategy, included as Table 8-2 identifies the activities that the County will undertake to meet these goals and needs over the next ten years, from 2006 through 2015. Activities in the first five years constitute the Short Term Work Program. Some of the activities entail continuing existing programs while other involve changes in policy or implementation of new programs. Table 8-2 includes a summary of each of the proposed activities and programs listed by planning element (i.e. waste reduction, collection, disposal, land limitation and education and public involvement). The Table indicates the year that the activity will be implemented, the

Section 8

responsible party, the projected annual cost, and the potential source of funds to implement the activity.

Table 8-2
Unincorporated Fulton County Implementation Strategy

Activity	Year to Be Implemented										Responsible Party	Est.Cost (if any)	Funding Sources
	06	07	08	09	10	11	12	13	14	15			
WASTE REDUCTION													
Goal: To reduce the per capita amount of waste disposed by 10% over the next ten years.													
Work with registered haulers, landfills, and municipalities to develop an approach to better quantify the waste disposed from the unincorporated County.	X	X									DPW	(1)	SW Enterprise Fund
Make necessary changes to the Collection and Disposal Ordinance to clarify requirements for private haulers to offer curbside collection of recyclables to residential customers.	X										DPW	(2)	SW Enterprise Fund
Educate private haulers on the requirement to offer curbside recycling to all residential customers	X										DPW	(1)	SW Enterprise Fund
Enforce requirements on residential private haulers to offer curbside recycling to all customers.		X	X	X	X	X	X	X	X	X	DPW	(1)	SW Enterprise Fund
Require beneficial reuse of yard trimmings collected through County contracts.	X	X	X	X	X	X	X	X	X	X	DPW	Unknown	SW Enterprise Fund
Work with the City of Sandy Springs to ensure that the Morgan Falls “Dick Schmaltz” Recycling Center remains available to all County residents.	X	X	X	X	X	X	X	X	X	X	DPW, DECD, KSSNFB	\$101,000	SSD
Work with the City of Roswell to continue access to Recycling Center for North Fulton residents	X	X	X	X	X	X	X	X	X	X	DPW	N/A	N/A

Section 8

Activity	Year to Be Implemented										Responsible Party	Est.Cost (if any)	Funding Sources
	06	07	08	09	10	11	12	13	14	15			
Continue to contract with private operator for Merk Miles Recycling Center.	X	X	X	X	X	X	X	X	X	X	DPW	\$154,320 to operate for solid waste/ recycling	SW Enterprise Fund
Incorporate tonnage reporting requirements into contract with operator of Merk Miles.	X										DPW	N/A	N/A
Work with Environment for Tomorrow to promote the use of its new recycling center and provide support as needed.	X	X	X	X	X	X	X	X	X	X	DPW, DECD	N/A	N/A
Determine the best way for the new City of Sandy Springs to collect recyclables and implement.	X										City of Sandy Springs	Unknown until option chosen	City of Sandy Springs
Promote recycling programs available to residents and businesses.	X	X	X	X	X	X	X	X	X	X	DPW, ECD, KSSNFB	\$270,000 for public education	SSD
COLLECTION													
Goal: <i>To provide universal access to collection services for solid waste and recyclables to residential units in unincorporated Fulton County.</i>													
Streamline permit/registration process for private haulers so that Department of Public Works has initial approval and revocation authority.	X										DPW, HD	(2)	SW Enterprise Fund
Enforce reporting requirements for registered haulers.	X	X	X	X	X	X	X	X	X	X	DPW	(1)	SW Enterprise Fund

TITLE OF SECTION

Activity	Year to Be Implemented										Responsible Party	Est.Cost (if any)	Funding Sources
	06	07	08	09	10	11	12	13	14	15			
Ensure that haulers collecting from the commercial sector also adhere to registration requirements.	X										DPW	(1)	SW Enterprise Fund
Evaluate whether current County policy achieves County's goals for collection and waste reduction and consider alternative collection approaches, if necessary.		X									DPW	(2)	SW Enterprise Fund
Continue to accept MSW, yard trimmings, recyclables, and bulky items from residents at Merk Miles.	X	X	X	X	X	X	X	X	X	X	DPW	\$154,320 operation ; \$168,000 disposal	SW Enterprise Fund
Reevaluate the geographic area where the County should provide contracted service for weekly collection of bulky items and yard trimmings and issue RFP.	X										DPW	\$30,000	SW Enterprise Fund
Contract with hauler for weekly collection of bulky items and yard trimmings in selected areas.	X	X	X	X	X	X	X	X	X	X	DPW	\$900,000	SSD Funds
Enforce requirements that contractors must remove debris from residential property and educate residents and contractors on this.	X	X	X	X	X	X	X	X	X	X	DPW	(1)	SW Enterprise Fund
Continue to prosecute violations of Litter Ordinance and Solid Waste Collection and Disposal Ordinance in Fulton County's Environmental Court.	X	X	X	X	X	X	X	X	X	X	DPW	(1)	SW Enterprise Fund
Continue weekly community clean-ups to control illegal dumping	X	X	x	x	x	X	x	x	x	X	DPW	\$20,000	SW Enterprise Fund and SSD

Section 8

Activity	Year to Be Implemented										Responsible Party	Est.Cost (if any)	Funding Sources
	06	07	08	09	10	11	12	13	14	15			
Continue Amnesty Days to control illegal dumping	X	X	X	X	X	X	X	X	X	X	DPW w/ Roswell and Alpharetta	\$20,000	SW Enterprise Fund and SSD
Consider requiring haulers to give customers 30 days notice before terminating service.	X										DPW	(2)	SW Enterprise Fund
Consider entering into contract with hauler to provide rapid debris collection service in case of disaster.	X										DPW	\$20,000	SW Enterprise Fund
Determine how solid waste, yard trimmings, bulky items, and recyclables will be collected in the City of Sandy Springs.	X										City of Sandy Springs	To be determined	City of Sandy Springs
Implement selected collection option.		X	X	X	X	X	X	X	X	X	City of Sandy Springs	Depends on options selected	Depends on option selected
DISPOSAL													
Goal: To ensure sufficient disposal capacity to handle the amount of waste projected to be disposed in the next ten years.													
Goal: To ensure that any existing or proposed solid waste handling facility located in the unincorporated County will not negatively impact the natural environment or, public health and safety, or be inconsistent with this Solid Waste Management Plan.													
Monitor capacity at MSW and C&D landfills.	X	X	X	X	X	X	X	X	X	X	DPW	N/A	N/A
Work with neighboring communities, private haulers, and landfill operators to ensure sufficient capacity in C&D landfills.	X	X	X	X	X	X	X	X	X	X	DPW with others listed	N/A	N/A

TITLE OF SECTION

Activity	Year to Be Implemented											Responsible Party	Est.Cost (if any)	Funding Sources
	06	07	08	09	10	11	12	13	14	15				
Install landfill gas extraction system at Merk Miles landfill.	X											DPW	\$1.5 million	SW Enterprise Fund
Improve landfill gas system at Morgan Falls.	X											DPW	\$500,000	SW Enterprise Fund
Maintain compliance with the landfill post closure care regulations as required by State law.	X	X	X	X	X	X	X	X	X	X	X	DPW	\$1 million	SW Enterprise Fund
Provide additional terms to include in use permits for transfer stations and other solid waste handling facilities to help achieve goals.	X											DPW	(2)	SW Enterprise Fund
Enforce terms of use permit for transfer stations.	X	X	X	X	X	X	X	X	X	X	X	DPW	(1)	SW Enterprise Fund
Collect host fee on all solid waste handling facilities operating in unincorporated County		X	X	X	X	X	X	X	X	X	X	DPW	Net revenue	SW Enterprise Fund
Develop firm basis for host fee and recalculate amount and applicable facilities	X											DPW	(2)	SW Enterprise Fund
Direct all fees collected from private operations at solid waste management facilities to the Solid Waste Enterprise Fund.	X	X	X	X	X	X	X	X	X	X	X	Finance Dept.	N/A	N/A
Determine role of Sandy Springs in ensuring landfill capacity and oversight of facilities located within its borders.	X											City of Sandy Springs	N/A	N/A

Section 8

Activity	Year to Be Implemented										Responsible Party	Est.Cost (if any)	Funding Sources
	06	07	08	09	10	11	12	13	14	15			
LAND LIMITATION													
Goal: To ensure that proposed solid waste handling facilities are consistent with Fulton County's Zoning Resolution, compatible with surrounding land uses, meet federal, State and local environmental requirements, and are consistent with the County's Land Use and Solid Waste Management Plans.													
Maintain maps indicating the land excluded from solid waste facility development based on zoning, land use, and environmental factors.	X	X	X	X	X	X	X	X	X	X	DECD	N/A	N/A
Determine necessary changes to zoning ordinance or other policy to ensure facility siting and operation is consistent with SWMP.	X										DPW, DECD	(2)	SW Enterprise Fund
Change policy as needed		X									DPW	N/A	N/A
Educate potential developers about the County's siting requirements and the process to demonstrate consistency with the Solid Waste Management Plan.		X	X	X	X	X	X	X	X	X	DPW, DECD	N/A	N/A
Enforce all requirements of the siting and operating requirements for solid waste facilities, including the requirement to demonstrate consistency with the Solid Waste Management Plan.	X	X	X	X	X	X	X	X	X	X	DPW	(1)	SW Enterprise Fund
Define the process for reviewing proposals for solid waste handling facilities in the City of Sandy Springs, once incorporated.											City of Sandy Springs	N/A	N/A

TITLE OF SECTION

Activity	Year to Be Implemented											Responsible Party	Est.Cost (if any)	Funding Sources
	06	07	08	09	10	11	12	13	14	15				
PUBLIC EDUCATION AND INVOLVEMENT														
Goal: Work with municipalities and non-profits to ensure that all residents of the County have access to information about waste reduction and solid waste management in Fulton County.														
Continue to operate existing public education and involvement programs related to solid waste	X	X	X	X	X	X	X	X	X	X	DECD, KSSNFB, KSFB	\$270,000	SSD	
Work with City of Sandy Springs to support KSSNFB programs benefiting residents and businesses in North Fulton County.	X	X	X	X	X	X	X	X	X	X	DECD	County's portion incl. in above	SSD	
Continue to work with Keep Roswell Beautiful programs to support programs benefiting residents and businesses in North Fulton County	X	X	X	X	X	X	X	X	X	X	DECD	N/A	N/A	
Continue to work with Keep South Fulton Beautiful and other non-profits organizations to support programs benefiting residents and businesses in south Fulton County in solid waste management issues.	X	X	X	X	X	X	X	X	X	X	DECD	Incl. in \$270,000 for public ed.	SSD	
Ensure that public education and information focuses on all aspects of solid waste management, including costs.	X	X	X	X	X	X	X	X	X	X	DPW, DECD	N/A	N/A	
Educate residents and businesses on changes in solid waste management policy through web site, flyers to neighborhood associations, water bills	X	X	X	X	X	X	X	X	X	X	DPW, DECD	As needed	N/A	
(1) Fulton County will assign a staff person to enforce the terms of the Collection and Disposal Ordinance, the Litter Ordinance, and other County policy regarding solid waste management. The costs for these activities will be covered in the salary for this employee, projected to be \$40,000. (2) In 2006, Fulton County will review and revise all its ordinances related to solid waste management to reflect current goals, needs, and objectives. The cost is projected to be \$150,000.														

DPW = Fulton County Dept. of Public Works, DECD = Fulton County Department of Environment and Community Development, KSSNFB = Keep Sandy Springs/North Fulton Beautiful, HD = Fulton County Health Department, KSFB = Keep South Fulton Beautiful

8.3 Review and Enforcement of County Policies

An integral part of Fulton County's solid waste management plans for the first couple of years of the planning period is to make sure that current policies allow the County to achieve its solid waste management goals and that these policies are enforced. In 2006, the County will conduct a process of building consensus regarding the County's role in solid waste management, a process begun as part of this solid waste planning process. Then, the Collection and Disposal Ordinance, the Litter Ordinance, and all other solid waste management policies will be reviewed to determine whether they are sufficient to allow the County to achieve its goals. This review will include the County's Zoning Resolution and use permit process to determine whether they are sufficient to allow the County to ensure the solid waste handling facilities sited in the County are consistent with this Solid Waste Management Plan. Policies related to solid waste management will be revised and consolidated, as needed, to meet the goals of the County.

In addition, as part of this planning process, the County has identified the need to more consistently enforce the policies that are in place and those that will be developed as part of the process described above. A new position in the Department of Public Works, Solid Waste will be dedicated, in part, to ensure that registered haulers, contractors, and others comply with the County's policies.

8.4 Methods of Financing

In 2004, Fulton County Solid Waste operated on a budget of just over \$3.2 million per year. Additional activities related to solid waste were performed by other Departments, most notably the Department of Environment and Community Development. Most of the funding for comes from a Solid Waste Enterprise Fund which is supported by the following sources:

- Host fees at disposal facilities located in the County. Currently the County collects \$1 per ton from municipal solid waste landfills (including those that accept construction and demolition debris) in the County, as authorized under the Georgia Solid Waste Management Act. Nearly \$800,000 million was raised through host fees in 2004.
- Private facilities operating on County solid waste facilities. These facilities include cell phone towers, a shooting range, and a golf course sited at the closed Morgan Falls landfill. Approximately \$280,000 was raised from these sources in 2004.
- Fines paid for non-compliance with solid waste ordinances. Approximately \$17,000 was raised from fines in 2004.
- Funds form general revenues transferred into the Solid Waste Enterprise Fund.

The County also has four Special Service Districts (SSDs), two in North Fulton County and two in South Fulton County. In each of these SSDs, a portion of the

property taxes collected support post-closure care of the closed landfills located in these geographic areas. In addition, in South Fulton, a portion of the SSD revenue is used to pay the contractor collecting bulky waste and yard trimmings there. Approximately \$875,000 of the property taxes collected in these SSDs was used for solid waste management in 2004.

The cost to dispose of waste from the unincorporated County is primarily borne by residents and businesses that pay their private haulers to collect and dispose of waste. A portion of that payment is transferred to disposal facilities that accept the waste. Fulton County subsidizes disposal of waste for residents in the unincorporated areas that use the Merk Miles facility. Residents who self-haul their waste are charged a flat fee of \$2 per load at the transfer station. The County does not limit the amount of material per residential load.

8.5 Plan Updates and Amendments

The implementation strategy will be reviewed on an annual basis as the County prepares its Annual Solid Waste Management Survey and Full Cost Report to submit to the Georgia Department of Community Affairs. The County will take this opportunity to determine if the goals or needs of the County have changed in a way that would require changes to the implementation strategy. In addition, the County will update the implementation strategy as part of the Short Term Work Program update. At the end of the ten-year planning period, the entire Fulton County Solid Waste Management Plan will be updated.



Fulton County Solid Waste Management Plan Project - 2005

What is the Fulton County Solid Waste Management Plan Project?



The Fulton County Solid Waste Management Plan Project – 2005 is an initiative in which Fulton County will update its Solid Waste Management Plan, according to State requirements. The Solid Waste Management Plan outlines a 10 year plan to effectively manage solid waste in unincorporated Fulton County, taking into account projected population growth, waste disposal and reduction, landfill needs, Georgia Environmental and Protection Division (EPD) requirements, and solid waste management options such as composting, recycling, and public education efforts. The plan answers the questions:

- What resources does the County have to effectively and efficiently provide for the solid waste management needs of the citizens of unincorporated Fulton County?
- Where can improvements be made and what goals should be achieved?
- How will the County implement this management plan?



How long will the process take?

The process will take a little less than a year. Over this year, the process will include:

• Two public hearings: a meeting at the beginning of the project, and a meeting once a final draft of the plan has been completed • Gathering of data • Inventory and resource assessment • Determination of Needs and Goals • Implementation schedule development • Finalized draft plan and public hearing for citizens' feedback • Submittal to Atlanta Regional Commission (ARC) and the Georgia Department of Community Affairs (DCA) for review • County resolution to adopt final plan

How will the Solid Waste Management Plan benefit the citizens of unincorporated Fulton County?

• Gives citizens a better understanding of how much waste is currently being disposed, how current solid waste, waste reduction, and recycling programs are working, and how much money is needed to cover collection and disposal costs for the next 10 years • Defines how County waste will be collected and disposed • Helps assure that there is adequate landfill space available to take County waste for the next 10 years • Outlines the plan for waste collection and disposal in the event of a natural disaster

How can citizens stay informed of the progress of this project, and get clarification if questions develop?



To stay informed of progress, take advantage of opportunities for input, ask questions or provide comments regarding this project, citizens can call Anthony Spencer, Fulton County Public Works (404) 730-8013, e-mail at Anthony.Spencer@co.fulton.ga.us, or visit the Fulton County website at www.co.fulton.ga.us/departments/public_works.html.

Fact Sheet

Solid Waste Management

Solid Waste Household Garbage Collection and Yard Trash



Garbage and Yard Trash Disposal

All household and yard trash collection in North Fulton, South Fulton and Sandy Springs have been privatized requiring all residents to contract with a private hauler of their choice. There is one (1) permitted solid waste hauler in North Fulton and two (2) permitted solid waste haulers in South Fulton.

North Fulton Haulers

Hauler	Phone	Service Area
Atlanta Waste Industries	(770) 475-1853	Alpharetta, Roswell, Sandy Springs-(Outside I-285)
Brentland Sanitation	(770) 517-1560	Dunwoody
Browning Ferris, Ind. (BFI)	(404) 792-2660	Alpharetta, Dunwoody, Roswell, Duluth
Robertson Sanitation	(770) 944-4974	Alpharetta
Waste Management	(404)-799-2717	North of City of Atlanta to the Chattahoochee

South Fulton Haulers

Hauler	Phone	Service Area
Cardinal Sanitation	(770) 897-9650	Unincorporated South Fulton
Dream Sanitation	(404) 559-9700	Unincorporated South Fulton including Ben Hill Area
Latham Home Sanitation		
*South Fulton yard trash and bulk waste free collection services to residents	(770)-972-0999	Unincorporated South Fulton including Ben Hill Area
T & R Sanitation	(678) 610-1080	Unincorporated South Fulton

Garbage Not Picked-Up?

All residents are required to contact their service provider if their trash has not been picked up on their scheduled day.

Landfill and Transfer Stations



North Fulton

Chadwick Road Landfill
13700 Chadwick Farm Blvd.
Roswell, GA 30075

Hours of Operation:

770-475-9868

Accepts yard waste.

Mon-Fri 7:00am-5:00pm

Saturday 7:00am-12:00pm

Mauldin Drive Transfer Stations
175 Mauldin Drive
Alpharetta, GA 30004

Hours of Operation:

770-619-9658

Household trash, appliances
and construction debris.

Mon-Fri 5:30am-4:00pm

South Fulton

Safeguard Landfill
7200 Bishop Road
Fairburn, GA 30213

Hours of Operation:

770-969-0084

Construction debris, yard
waste

Mon-Fri 6:30am-4:30pm

Cost is \$20.00 small pick-up
truck

Saturday 7:00am-12:00pm

Southern States Landfill
3125 Main Street
East Point, GA

Hours of Operation:

404-209-9701

Household trash, construction
debris, appliances (except
refrigerators and air
conditioners)

Mon-Fri 6:00am-4:30pm

Cost is \$38.00p/tn

Saturday: 6:00am-12:00pm

\$21.00 minimum

Merk Miles Transfer Station
3225 Merk Road
College Park, GA 30049

Hours of Operation:

404-629-1700

Household trash, yard waste,
construction debris

Monday, Tuesday, Thursday, Friday and

Cost is determined by size of
vehicle

Saturday: 9:00am-5:00pm

Welcome All Transfer Station

5225 Welcome All Road

College Park, GA 30349

Hours of Operation:

404-761-9464

Household trash, construction
debris and yard waste

Mon-Fri: 12:00am-4:30pm

\$32.00p/tn

Saturday: 3:00am-12:00pm

Recycling Centers

North Fulton



Dick Schmalz Recycling Center

460 Morgan Falls Road

Dunwoody, GA 30050

770-551-7794

Roswell Recycling Center

1800 Embree Road

Alpharetta, GA

770-442-8822

South Fulton

City of Atlanta

404-330-6236 or 404-330-6333



Fulton County Solid Waste Management Plan South Fulton County Public Hearing

Meeting Minutes:

June 28, 2005

South Fulton Service Center

6:30 pm – 8:00 pm

Five (5) South Fulton County Residents attended the Public Hearing: Tonza Borden, Helen Goddard, Mrs. Sherman Baughman, Marlyn Goddard, Dorothy Harris, and Kathy Hood. Also present were Abby Goldsmith and Karen Vickers from R.W. Beck, Inc., and Anthony Spencer from Fulton County Public Works.

From 6:30 to 7:00 pm, Abby Goldsmith and Karen Vickers, from R.W. Beck, the consulting firm hired by Fulton County to write the Solid Waste Management Plan, conversed with citizens on general issues regarding Fulton County solid waste issues.

Anthony Spencer, Fulton County Public Works, opened the meeting at 7:00, giving a brief overview of the evening's agenda and an introduction of the project team.

Abby Goldsmith gave a presentation explaining the purpose, goals, schedule, and other details of the Fulton County Solid Waste Management Plan.

After the presentation, Abby opened the floor for questions and comments. Public comments were brief.

Residents of the Bear Creek Homeowners Association requested that the Association be notified by mail through the Association contact, Ms. Toni Thornton.

Residents voiced a primary concern about siting construction and demolition (C&D) landfills in the unincorporated area of South Fulton County. To address this concern, the Land Limitations Section of the Plan will include information about County siting requirements for C&D landfills.

Mr. Spencer adjourned the meeting at 7:30 pm.



Fulton County Solid Waste Management Plan Project - 2005

Meeting Minutes:

Public Meeting on June 30, 2005

North Fulton Service Center

6:30 pm – 8:00 pm

From 6:30 to 6:45 pm, Abby Goldsmith/RW Beck and Karen Vickers/RW Beck conversed with citizens on general issues regarding Fulton County, solid waste issues, and the recent incorporation of the City of Sandy Springs.

Anthony Spencer/Fulton County opened the meeting at 6:45, giving a brief overview of the evening's agenda and an introduction of the project team.

Abby Goldsmith gave a presentation explaining the purpose, goals, schedule, and other details of the Fulton County Solid Waste Management Plan Project.

After the presentation, Abby opened the floor for questions and comments.

The citizens' questions and comments were as follows:

- Question: Can the City of Sandy Springs be a part of this plan?

(Response)

- Question: Are there any representatives here tonight from the Governor's five-member committee selected to manage the establishment of the new City of Sandy Springs?

Yes. A representative of Chairman Oliver Porter is in attendance.

- Question: If the County depends on private haulers, what is Fulton County's responsibility if the haulers get sued?

The haulers that work in Fulton County are required to obtain permits with the County certifying that they are haulers working in Fulton County. However, these haulers do not receive payment from the County, nor does the County receive profits from these haulers. Contractual obligations regarding hauling services are between the hauler and the citizens that employ their services. The County holds no liability regarding the hauler's business dealings or legal issues.

- Comment: EPD requires that haulers recycle at least 25% of recyclable materials collected. Who monitors the recycling of the 25%? No one is monitoring the

recycling centers. The County should form a department that monitors and ensures that haulers are recycling properly.

- Comment: The County should play some role in monitoring haulers.
- Question: What are the state requirements for a city such as Sandy Springs to establish a solid waste management plan?

Sandy Springs has received a waiver from the State until 2008 for their solid waste management plan. Sandy Springs will then be required to follow the same requirements as all Georgia municipalities regarding planning for the management of its solid waste.

- Question: Explain the option of franchising.

If the County were to consider the option of franchising, this would entail...(fill in the blank).

- Comment: With six different haulers going up and down my street, the street is being torn up, it's unsafe for pets and children, and the street is unsightly. Trashcans are ALWAYS on the street because each hauler has a different pick-up day.

- Question: Is there anything that could get Sandy Springs "kicked out" of the plan?

This plan will study and plan for unincorporated Fulton County. Sandy Springs is now its own municipality. Sandy Springs has the option to choose to adopt a plan that is identical to this plan, similar, or one very different from the plan being created under this project. Again, Sandy Springs is not required to develop a Solid Waste Management Plan until 2008.

- Comment: This Solid Waste Management Plan should include plans to more closely monitor and manage solid waste haulers.
- Question: Will residents of the City of Sandy Springs be allowed to use the Fulton County recycling centers?

As the City of Sandy Springs develops processes of handling all of their city services, Sandy Springs will decide how they plan to manage their recycling needs, which may include partnerships with Fulton County for the use of the recycling centers, or which may entail the construction of new recycling centers.

The meeting closed at 7:45 pm.



Fulton County Solid Waste Management Plan Project - 2005

***Meeting Minutes:
Public Meeting on September 19, 2005
South Fulton Service Center
6:30 pm – 8:00 pm***

The meeting opened with a small group of citizens. Anthony Spencer/Fulton County welcomed the citizens, and Abby Goldsmith/R.W. Beck proceeded to review the presentation which provided an overview of the draft solid waste management plan. The citizens in attendance had the following comments:

1. One citizen commented that he was concerned about C&D landfills because he is still on well water and is concerned about ground water contamination.
2. Citizens noted that there are as many problems with C&D landfills as other landfills. C&D landfills should be lined.
3. A comment was made that health concerns have to be considered in developing the solid waste management plan.
4. A homeowner association president suggested that the County should institute environmental regulations on all landfills. This is not to say to do away with State testing, but to apply these regulations and monitoring in addition to the scheduled periodic State testing. This may require adjusting the host fees.

The meeting closed at 7:45 pm.



BOLTON ROAD LANDFILL
A WASTE MANAGEMENT COMPANY

2236 Bolton Road NW
Atlanta, GA 30318
(404) 799-1047
(404) 799-1328 Fax

July 18, 2005

Mr. Anthony Spencer
Solid Waste Manager
Fulton County Department of Public Works
141 Pryor Street
Suite 6001
Atlanta, GA 30303

Subject: Landfill Capacity Assurance

Dear Mr. Spencer:

This letter serves as a disposal capacity assurance for municipal solid waste generated by Fulton County from 2005 to 2015. The Georgia EPD permit number for the Pine Bluff Landfill, located in Cherokee County, is 028-039D(SL). This assurance is based upon Fulton County disposing of approximately 325,000 tons of waste at this facility on an annual basis.

We thank Fulton County for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,
Pine Bluff Landfill

A handwritten signature in black ink, appearing to read 'David Stuart'.

David Stuart
Director of Atlanta Landfill Operations

Cc: Abby Goldsmith, R.W. Beck
Jo Ann Birrell, Waste Management

LITTER
ARTICLE XVI. LITTER CONTROL**Sec. 34-726. Enactment authority.**

The Board of Commissioners of Fulton County, Georgia under the authority of Article 9, Section 2, Paragraph 1 of the Constitution of the State of Georgia (1983), as amended and O.C.G.A. Title 36-1-20, hereby ordains and enacts into law this article.

(Ord. No. 98-0379, 3-4-98)

State law references: Littering, O.C.G.A. § 16-7-40 et seq.

Sec. 34-727. Purpose.

The governing authority is authorized to adopt ordinances for the governing and policing of unincorporated areas of the county for the purpose of preserving and protecting the public health, safety and welfare. Specifically, the governing authority may provide for the regulation and control of **litter** (O.C.G.A. § 36-1-20). The board of commissioners hereby enacts the following provisions in an effort to regulate and control **litter** in the unincorporated areas of Fulton County for the purpose of protecting and preserving the public health, safety, and welfare of the citizens, and to curb thereby the desecration of the beauty of Fulton County caused by persons who **litter**.

(Ord. No. 98-0379, 3-4-98)

Sec. 34-728. Title.

This article shall be known and may be cited as the "Fulton County **Litter** Control Ordinance", and as Article XVI of Chapter 34, Health and Sanitation.

(Ord. No. 98-0379, 3-4-98)

Sec. 34-729. Scope of article.

The provisions of this article shall apply only to unincorporated Fulton County or any area within the jurisdiction of the governing authority of Fulton County.

(Ord. No. 98-0379, 3-4-98)

Sec. 34-730. Definitions.

As used in this article, unless the context clearly requires otherwise, the following words or phrases shall have the following meanings:

Bulk waste shall mean dry type wastes such as discarded tires, white goods, furniture, appliances, land clearing material, oversize tree trunks and/or limbs, and/or similar material.

Dispose means to discharge, deposit, inject, burn, dump, place or get rid of any liquid, trash, **litter**, or garbage into, or on any land, or water so that such liquid, trash, **litter**, or garbage, or any constituent thereof, may enter into and upon the environment or transfer to the control of another person in a manner inconsistent with this article or any other state or local law, regulation, or ordinance.

Garbage shall mean all household or domestic waste, including waste from the preparation and cooking of food, vegetable, fruit, and meat scraps, ashes, cans and bottles, paper, floor sweepings, cardboard, and other such material to be disposed of from residents, churches, schools, office buildings, business

establishments and similar places.

Governing authority means Fulton County ("County"), its board of commissioners, and where delegated [designated] by the board of commissioners, the directors of the Fulton County Department of Public Works, Department of the Environment and Community Development, and Department of Health.

Litter means all discarded sand, liquid, bulk waste, gravel, slag, brickbats, rubbish, waste material, tin cans, refuse, garbage, trash, debris, dead animals or discarded materials of every kind and description.

Litter receptacle shall mean a receptacle designed and constructed to receive, collect, store and contain litter in a lawful, convenient and spill-proof manner.

Owner shall mean any person, firm or corporation owning, leasing, renting, occupying, or managing any premises in unincorporated Fulton County or any area within the jurisdiction of the governing authority.

Person shall mean any individual, trust, firm, association, joint-stock company, corporation (including a government corporation), partnership, organization, municipality, commission, or political subdivision, or any agency, board, department, or bureau of this state or any other state or of the federal government.

Public or private property means the right-of-way of any road or highway; any body of water or watercourse or the shores or beaches thereof; any park, playground, building, refuge or conservation or recreation area, and residential or farm properties, timberland or forest.

Refuse means garbage, rubbish, or commercial solid waste.

Rubbish means discarded waste paper, cartons, boxes, wood, tree branches, yard trimmings, furniture, appliances, metals, cans, glass crockery, dunnage and/or similar materials.

Trash means any combustible and noncombustible nonputrescible solid waste, of a size and form which can be easily deposited in, and removed--by Fulton County personnel or lawfully removed by any other entity--from containers provided by the county or any other entity for the disposal and collection of solid waste from residences, and which includes paper, cardboard, small metal items or containers and packaging materials, and similar items normally accumulated in the care and maintenance of residential or commercial property.

Vegetative overgrowth means any and all uncultivated vegetative growth exceeding a height of 12 inches, as measured vertically from the surface of the ground, and covering a portion of any lot, tract or parcel of land which is not occupied by buildings, other structures or trees, but not including riparian vegetation located on any water frontage area.

Weeds means all rank, vegetative growth, including kudzu, poison ivy, plants of obnoxious odors, weeds and grasses causing hay fever or those which serve as a breeding place for mosquitoes and other unhealthy or undesirable insects or as a refuge for snakes, rats or other rodents or as a hiding place for filth, litter or trash or that create a fire or traffic hazard or provide a hiding place for persons.

(Ord. No. 98-0379, 3-4-98)

litter

Sec. 34-731. Dumping, depositing, etc., litter on public property or waters.

(a) It shall be unlawful for any person or persons to dispose, dump, deposit, throw, or leave or to cause or permit the dumping, depositing, placing, throwing, or leaving of litter on any public property or waters within unincorporated Fulton County or other areas within the jurisdiction of the governing authority, unless:

(1) The property is designated by Fulton County or the state or by any of its agencies or political subdivisions or municipalities for the disposal of litter and the person is authorized by the proper public authority to use such property; or

(2) The litter is placed into a litter receptacle or container lawfully installed on such property.

(3) The person is the owner or tenant in lawful possession of such property and the litter is disposed of in a manner consistent with the public welfare and in accordance with this article.

(b) *Restrictions on permission.* It shall be unlawful for the owner of any public property within unincorporated Fulton County or the owner's agent to intentionally and expressly give permission to

dump or otherwise place on that property, any garbage, trash or other materials or substances which may catch and retain rain water.

(c) Any person who violates this section shall be punished in accordance with section 34-742 of this article.

(Ord. No. 98-0379, 3-4-98)

State law references: Littering, O.C.G.A. § 16-7-40 et seq.; violation of county ordinances, O.C.G.A. § 36-1-20.

Sec. 34-732. Deposit of refuse on streets and sidewalks.

(a) No person shall deposit in any street or other public place in unincorporated Fulton County or other areas within the jurisdiction of the governing authority, any refuse of any type; provided, however, that earth and rubbish or building debris caused by construction may be allowed to lie in those places subject to law. It shall be lawful to place debris, such as twigs, small branches and similar matter, in the parkway between the sidewalk and the curbstone, provided the debris does not extend over the sidewalk so as to block pedestrian traffic or fall into or extend over the street so as to block pedestrian traffic or fall into or extend over the street so as to hinder vehicular traffic or make it difficult to use any motor-driven, roadway maintenance equipment.

(b) All persons engaged in the business of trimming or removing trees, shrubbery or similar growth shall remove from the property, where the work is being done, all sawdust, branches, stumps and all portions of the byproduct of the trimming or removal service and dispose of such materials in a lawful manner.

(c) All persons engaged in the business of landscaping, nurseries or yard maintenance and who shall contract with a property owner, the owner's agent or the occupant to improve the property, trim or remove shrubbery and trees or maintain yards shall remove from the property all rubbish, including rocks, dirt, glass, trimmings and other byproducts of that service and dispose of such materials in a lawful manner.

(Ord. No. 98-0379, 3-4-98)

Sec. 34-733. Throwing trash upon streets, sidewalks or public places.

It shall be unlawful for any person to throw hulls, peelings, trash or other litter upon the streets, sidewalks or upon the floors of churches, public halls, theaters or other public places.

(Ord. No. 98-0379, 3-4-98)

Sec. 34-734. Placing nails, tacks, glass on streets or sidewalks.

It shall be unlawful for any person to place on the street or sidewalks any loose nails, tacks, spikes, broken glass or any similar substance or thing which would be likely to injure the feet of persons or animals or cut or puncture tires of vehicles.

(Ord. No. 98-0379, 3-4-98)

Sec. 34-735. Cleanliness of sidewalks.

It shall be the duty of all occupants and owners of improved property and owners of vacant property, in front of which the sidewalk area is paved or unpaved, to keep that area clean and to do such sweeping and scraping and cutting of grass or weeds and watering, pruning and maintaining planted material and planters as may be necessary to remove clay, dirt and trash therefrom and to render it passable, comfortable and sightly.

(Ord. No. 98-0379, 3-4-98)

Sec. 34-736. Depositing materials on streets.

(a) *Private construction activity.* No person shall conduct, authorize, or carry out any construction activity on private property so as to cause any debris, dirt, sediment, soil, trash, building material, and other physical materials originating from the private property or construction activity, to deposit upon the surface of a street or highway and create an unsightly condition or a condition which may be injurious or hazardous to any person, animal or vehicle upon or using the street or highway.

(b) *Washing material onto street or highway.* No person shall permit any wood, dirt, mud, sand, rock, rubbish or any other material to wash from such person's property or the property of any person upon which such person is performing repairs, improvements, excavations or grading onto any street or highway within unincorporated Fulton County and/or areas within the jurisdiction of the governing authority of Fulton County so as to cause or permit this material to deposit upon the surface of the street or highway and create an unsightly condition or a condition which may be injurious or hazardous to any person, animal or vehicle upon or using the street or highway.

(c) *Removal required.* Any person who throws, drops or washes or permits to be thrown, dropped or washed onto the street or highway any of the items named or referred to in subsections (a) and (b) of this section shall immediately remove them or cause them to be removed.

(d) *Application to wrecked, damaged vehicles.* Any person removing a wrecked or damaged vehicle from a street or highway shall remove any glass, metal or other material dropped from the damaged vehicle upon the street or highway which may be hazardous to any person, animal or vehicle upon or using the street or highway.

(Ord. No. 98-0379, 3-4-98)

Sec. 34-737. Assessments against private property of the cost of reopening, repairing, or cleaning of street and roads necessitated by construction activity; creation and enforcement of lien.

(a) The governing authority is empowered to assess against any property the cost of reopening or repairing any public way, street, road, right-of-way, or highway, or the cost of cleaning up from any public way, street, road, right-of-way, or highway any debris, dirt, sediment, soil, trash, building material, and other physical materials originating on such property, as a result of any private construction activity carried on by any developer, contractor, subcontractor, or owner of such property.

(b) Any assessment authorized under subsection (a) of this section, as well as the interest thereon and the expense of collection, shall be a lien against the property so assessed coequal with the lien of other taxes and shall be enforced in the same manner as are state and county ad valorem property taxes by issuance of a fi. Fa. and levy sale as set forth in Title 48, the "Georgia Public Revenue Code."

(Ord. No. 98-0379, 3-4-98)

State law references: O.C.G.A. § 36-1-18; Ga. L. 1981, p. 3259, §§ 1, 2)

Sec. 34-738. Transporting garbage, trash and other waste material in open vehicles.

It shall be unlawful for any person to operate or cause to be operated upon any public street in unincorporated Fulton County or any area under the jurisdiction of the governing authority, any open truck, wagon or other vehicle in and upon which garbage, trash, manure, waste material or other debris is transported, unless the vehicle shall be equipped with a cover that will prevent the garbage, trash, waste material and other debris from falling from the truck onto any street in unincorporated Fulton County and/or areas within the jurisdiction of the governing authority.

(Ord. No. 98-0379, 3-4-98)

Sec. 34-739. Discharging water or other liquids.

No person shall throw or discharge from any lot or building any water, fluid or liquid substance so as to injuriously affect the surface of the street or sidewalk or so to make it unsafe for travel.

(Ord. No. 98-0379, 3-4-98)

Sec. 34-740. Newspapers distributed without charge.

Newspapers may be distributed without charge to private residential premises so long as upon any request from a person to be removed from the company's distribution list, the name is removed. Any person who distributes a newspaper or any entity that causes a newspaper to be distributed after having received notice from a person to be removed from the distribution list shall be in violation of this article.

(Ord. No. 98-0379, 3-4-98)

Sec. 34-741. Spills from vehicles.

(a) *Grading contractors.* A vehicle used by a contractor carrying or grading and hauling dirt in unincorporated Fulton County or any area within the jurisdiction of the governing authority shall be equipped with a cover that prevents dirt from spilling and/or blowing out of the vehicle carrying such dirt. When the contractor shall have finished grading, the contractor shall then clean all dirt off the streets as may have been dropped by the contractor's vehicles. If the work of a contractor has rendered the streets muddy or dusty, all those streets shall be left in as good condition as they were at the time of commencement of the work by the contractor. The cleaning described in this subsection is to be done to the satisfaction of the director of public works or that official's designee.

(b) *Concrete, gravel, sand or asphalt haulers.* Any person engaged in hauling ready-mixed concrete, gravel, sand or asphalt within the jurisdiction of the governing authority of Fulton County shall so fill any vehicle carrying such ready-mixed concrete, gravel, sand or asphalt so as to not allow spillage from the vehicle on streets or sidewalks within unincorporated Fulton County and/or areas within the jurisdiction of the governing authority. Vehicles hauling sand or gravel shall be provided with suitable covers to prevent materials from blowing from the vehicles. Any person responsible for any spillage from hauling vehicles shall take immediate action to remove the spillage from the streets or sidewalks.

(Ord. No. 98-0379, 3-4-98)

State law references: O.C.G.A. § 36-1-18.

littering**Sec. 34-742. Penalties for littering public property or waters.**

Any person who **litters** public property or waters shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as follows:

(1) If **litter** is ten pounds in weight or less or 15 cubic feet in volume or less, by a fine not more than \$500.00 or no more than 30 days in jail or both.

(2) If **litter** is in excess of ten pounds in weight or 15 cubic feet in volume, shall be fined \$1,000.00 or no more than 60 days in jail or both for each occurrence; and each occurrence shall be deemed a separate offense.

(3) In addition to the fines set out in subsections (1) and (2) above, the violator shall reimburse Fulton County for the reasonable cost of removing the **litter** when the **litter** is removed by Fulton County or its agents; and

(4) In the sound discretion of a court in which a conviction is obtained, the violator may be directed to pick up and remove from any public street or highway or public right-of-way for a

distance not to exceed one mile any **litter** the person has deposited and any and all **litter** deposited thereon by anyone else; and

(5) In the sound discretion of the judge of a court in which a conviction is obtained, the violator may be directed to pick up and remove from any public property, right-of-way, or such property, upon which it can be established that the violator has deposited **litter**, any and all **litter** deposited thereon by anyone; and/or repair or restore property damaged by such **littering**.

(6) The court may publish the names of persons convicted of a violation under this section.

(Ord. No. 98-0379, 3-4-98)

Cross references: Duty of owner to clean property, § 26-3.

State law references: Chattahoochee River Basin Act, O.C.G.A. § 12-5-400; Metropolitan River Protection Act, O.C.G.A. § 12-5-440; violations of county ordinances, O.C.G.A. § 15-10-60; maximum penalty for violating county ordinances, O.C.G.A. § 36-1-20.

Sec. 34-743. Maintenance of property.

(a) *Required.* Every person owning or occupying public or private property in unincorporated Fulton County shall maintain the property free of any condition which may render the premises or property to be unhealthy, unsanitary, unsightly or unaesthetic to the occupants thereof, the neighborhood or the community at large.

(b) *Conditions in violation.* Because they are deemed to be conducive to breeding or harboring of harmful germs or to the breeding or harboring of insects, snakes, rodents, lizards or similar or undesirable living pests and carriers of harmful germs or poisons or to the harboring of undesirable persons or illicit activities and are in violation of the general public health, safety, welfare and well-being, the existence of any one of the following conditions on property within unincorporated Fulton County shall be a violation of this section and this article:

- (1) Uncontainerized garbage or uncovered garbage containers of all kinds and types.
- (2) Trapped **litter** or any other improperly containerized solid waste.
- (3) Exterior storage of junk or other unsightly materials.
- (4) The existence of weeds and vegetative overgrowth.
- (5) The existence, storage or accumulation of garbage, hazardous, putrescible solid waste or rubbish.

(Ord. No. 98-0379, 3-4-98)

Sec. 34-744. Inspection of property.

(a) *Inspection of premises/right of entry.* The director of the Fulton County Department of Public Works or any duly authorized agent of the department of public works, or any department of Fulton County as directed or authorized by the county manager, may enter on and inspect any and all public and private property in unincorporated Fulton County, at any reasonable time after the presentation of proper credentials, to determine by inspection that those properties are or are not free of any condition which may be in violation of this article. For the purpose of this duty, employees of the department of public works, the department of environment and community development, including, but not limited to code enforcement officers, or subsequent classification titles performing the same duties, or employees of any department as authorized by the county manager, or members of the public duly appointed by the governing authority of Fulton County to perform **litter** enforcement duties, are clothed with police powers and shall be designated as special officers of Fulton County. Any act of obstructing an inspection hereunder shall constitute a violation of this article and subject the interferer to penalties authorized by section 34-742 or section 34-746 depending on the nature of the property.

(b) *Notice of unsanitary conditions.* Upon the determination--through inspection by the director of the

Fulton County Department of Public Works or his agent or designee, or any duly authorized agent or department of Fulton County as directed or authorized by the county manager or the governing authority--that any property within unincorporated Fulton County is in violation of this article, the director of public works or his agent or designee, or any duly authorized agent or department of Fulton County as directed or authorized by the county manager or the governing authority, shall give written notice to the owner or agent of the owner of the property of the condition found. Such notice shall set forth the condition of the property, the specific violation of this article and the remedial action to be taken. The notice to the owner or agent shall include a time certain in which the violation is to be abated, but not more than ten days from date of receipt of the notice by the owner or agent. All notices shall be sent by personal service or sent by registered or certified mail, return receipt requested, to the last known address as listed in the official tax register of the county or records of the secretary of state. Upon failure of the owner or agent to abate the violation cited within the time set forth in the notice, the property owner or agent shall be held accountable for violating this article.

(c) *Citations issued.* Nothing in this section is intended to prevent the immediate issuance of a written citation pursuant to section 34-748 of this article for violation of this article.

(Ord. No. 98-0379, 3-4-98)

Cross references: Nuisance abatement authorized, §§ 26-3, 34-363.

litter

Sec. 34-745. Throwing litter upon private property and waters.

Prohibited. It shall be unlawful for any person to throw hulls, peelings, trash, bottles, cans or other **litter** upon the private property or waters of another within unincorporated Fulton County.

(Ord. No. 98-0379, 3-4-98)

littering

Sec. 34-746. Penalties for littering private property or waters.

Penalties. Any person who **litters** private property or waters in unincorporated Fulton County shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as follows:

- (1) Where the volume of trash thrown is less than 30 gallons, the violation of this section shall subject the violator to a fine not more than \$500.00 or no more than 30 days in jail or both. Each day a violation continues shall constitute a separate violation.
- (2) Where the volume of trash thrown exceeds 30 gallons, the violation of this section shall subject the violator to mandatory penalties as follows:
 - a. *First offense.* A fine of \$1,000.00.
 - b. *Second offense.* A fine of \$1,000.00 and confinement in jail for a period not to exceed 30 days.
 - c. *Third or more offense.* A fine of \$1,000.00 and confinement in jail for a period not to exceed 60 days.
 - d. Each day a violation continues shall constitute a separate violation.
- (3) In addition to the penalties in this subsection, the following penalties may be imposed:
 - a. *First offense.* The violator may be directed to pick up and remove from any public street or highway or any public right-of-way for a distance not to exceed one-half mile any and all **litter** deposited thereon by anyone prior to the date of execution of sentence.
 - b. *Second offense.* The violator may be directed to pick up and remove from any public street or highway or any public right-of-way for a distance not to exceed one mile any and all **litter** deposited thereon by anyone prior to the date of execution of sentence.
 - c. *Third or more offense.* The violator may be directed to pick up and remove from any public park, private right-of-way or, with the prior permission of the legal owner or tenant in lawful possession of such property, any private property, upon which it can be

established by competent evidence that the violator has deposited or dumped **litter**, any and all **litter** deposited or dumped thereon by anyone prior to the date of the execution of sentence.

d. *Publication of names.* The court may publish the names of persons convicted of a violation under this section.

(Ord. No. 98-0379, 3-4-98)

State law references: O.C.G.A. § 16-7-43; O.C.G.A. § 36-1-20.

Sec. 34-747. Prima facie evidence; rebuttable presumptions.

(a) Whenever **litter** is thrown, deposited, dropped, or dumped from any motor vehicle, boat, airplane, or other conveyance in violation of this article, it shall be prima facie evidence that the operator of the conveyance has violated this article.

(b) Whenever any **litter** is dumped, deposited, thrown, or left on public or private property in violation of this article is discovered to contain any article or articles, including but not limited to letters, bills, publications, or other writings which display the name of a person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a rebuttable presumption that such person has violated this article.

(Ord. No. 98-0379, 3-4-98)

Sec. 34-748. Enforcement.

(a) Unless otherwise specifically provided by resolution of the Fulton County Board of Commissioners, the enforcement of this article shall be within the jurisdiction of the county's enforcement personnel, including the director of the department of public works or his or her designees or employees and all law and code enforcement personnel who shall have such powers as are reasonably necessary to enforce and give effect to this article. Specifically, but not by way of limitation, any violation of this article may be tried upon citations issued by enforcement personnel pursuant to O.C.G.A. § 15-10-63 and any successor statute. Persons designated by the director of public works or as otherwise designated by the county manager or the governing authority, are hereby authorized to issue citations or summons or both, charging violations under this article, returnable to Magistrate Court, or any court having jurisdiction of a commitment court throughout the entire county, for a hearing.

(b) For purposes of enforcing the provisions of this article, any Fulton County Magistrate Court, including the Environmental Court, shall be entitled to take such action to ensure compliance, and the person convicted shall reimburse Fulton County for any cost or expense associated with such compliance efforts and Fulton County shall be entitled to place a lien on the property or require a bond from the person to secure payment and reimbursement for these expenses.

(c) The provisions of [this] article shall be enforced by the Fulton County Department of Public Works with assistance as needed from the Fulton County Police Department, the Fulton County Department of Health, and the department of the environment and community development and/or as otherwise designated by the county manager or the governing authority.

(Ord. No. 98-0379, 3-4-98)

State law references: O.C.G.A. § 36-1-17; O.C.G.A. § 36-1-18.

Secs. 34-749--34-800. Reserved.

RECEIVED EC 16 1993

SOLID WASTE COLLECTION

&

DISPOSAL ORDINANCE

FULTON COUNTY BOARD OF COMMISSIONERS

Mitch J. Skandalakis, Chairman
Michael Hightower, Vice-Chairman
Gordon Joyner, Commissioner
Tom Lowe, Commissioner
Emma I. Darnell, Commissioner
Nancy Boxill, Commissioner
Robert Fulton, Commissioner

Robert J. Regus, County Manager

BOARD OF COMMISSIONERS

FULTON COUNTY

ATLANTA, GEORGIA

ORDINANCE ENTITLED: "SOLID WASTE COLLECTION AND DISPOSAL SERVICES"

READING AND ADOPTION: _____

At the regular meeting of the Fulton County Board of Commissioners held in the Commission Meeting Room, Atlanta, Georgia

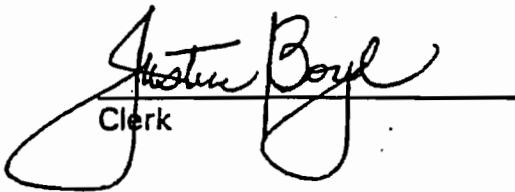
PRESENT: _____

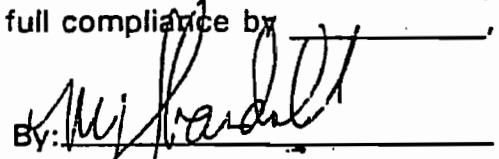
_____ motion of,
which carried, the following Ordinance was adopted:

AN ORDINANCE FOR SOLID WASTE COLLECTION
AND DISPOSAL SERVICES AND FOR OTHER PURPOSES.

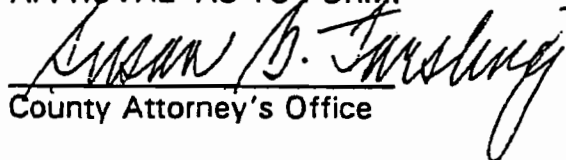
BE IT ORDAINED by the Fulton County Board of Commissioners, this 4th day of December, 1996 that the Fulton County Codes be, and it is, hereby amended for purposes of administration and efficiency but without substantive changes by adoption of the attached Ordinance, to become effective January 1, 1997, entitled "Solid Waste Collection and Disposal Services," Hauling Contractors shall have forty-five (45) days from the effective date of this Ordinance to comply with the registration application provisions, with full compliance by _____, 1997.

ATTEST:


Clerk

By: 
Mitch Q. Skandalakis, Chairman
Fulton County Board of
Commissioners

APPROVAL AS TO FORM:


County Attorney's Office

ITEM #1223 RM 12 / 4 / 96, A.M.

**FULTON COUNTY
SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

Article I. Enactment Authority.

The Board of Commissioners of Fulton County, Georgia under the authority of Article 9, Section 2, Paragraphs 1 and III of the Constitution of the State of Georgia (1983) and O.C.G.A. Title 12, Chapter 8, Article 2 hereby ordains and enacts into law this Ordinance.

Article II. Title.

This Ordinance shall be known as "The Solid Waste Collection and Disposal Ordinance of Fulton County, Georgia."

Article III. Purpose.

The Fulton County Board of Commissioners hereby declares the purposes of this Ordinance are to:

- (1) Establish a uniform, equitable and consistent procedure for regulating the collection and disposal of Solid Waste in unincorporated Fulton County;
- (2) Comply with the Solid Waste Management Act of 1990 as amended, including reducing of the amount of Solid Waste entering landfills by 25 percent and the beneficial reuse of yard trimmings;
- (3) Protect the public health, safety and welfare of its citizens and the environment;
- (4) Establish minimum standards for residential collection of Solid Waste by Hauling Contractors; and
- (5) Prohibit Illegal Dumping of Solid Waste in unincorporated Fulton County.

Article IV. Definitions.

Sec. 1-2001. Definitions.

Collection The aggregating of Solid Waste from its principal source and includes all activities up to such time as the Solid Waste is delivered to the place at which it is processed or disposed.

Commercial Establishment. Any hotel, motel, apartment building, rooming house, business, industrial, public or semi-public establishment of any nature or kind whatsoever other than a one or two family dwelling unit or condominium.

Composting. The controlled biological decomposition of organic matter into a stable, odor free humus.

Construction/Demolition Waste. Discarded building materials and rubble resulting from construction, remodeling, repair, and demolition operation of pavements, houses, commercial buildings and other structures. Such wastes include, but are not limited to asbestos containing waste, wood, bricks, metal, concrete, wallboard, paper, cardboard, inert waste, landfill material, and other nonputrescible wastes which have a low potential for groundwater contamination.

Disposal Facility. Any facility or location where the final disposition of Solid Waste occurs and includes but is not limited to landfill and solid waste thermal treatment technology facilities.

Dispose. To discharge, deposit, inject, dump, place or get rid of any Solid Waste into, or on any land, or water so that such Solid Waste or any constituent thereof may enter into the environment to transfer to the control of another.

Garbage. All household or domestic waste, including waste from the preparation and cooking of food, vegetable, fruit, and meat scraps, ashes, cans and bottles, paper, floor sweepings, cardboard, and other such material to be disposed of from residents, churches, schools, office buildings, business establishments and similar places.

Governing Authority. Fulton County, its Board of Commissioners, and where delegated by the Board of Commissioners, the directors of the Fulton County Department of Public Works and Department of Health.

Hauling Contractor. Any Person, firm, association, entity, or organization who collects, removes, or dispose of Solid Waste, other than his own, whether or not under a written contract and whether or not for compensation.

Illegal Dumping. To dispose of any Solid Waste in a manner that is not in accordance with this Ordinance, state laws and federal regulations, rules, and orders.

Industrial Waste. Solid Waste generated by manufacturing or industrial processes or operations that is not a hazardous waste regulated under the Georgia Hazardous Waste Management Act. Such wastes include, but are not limited to waste resulting from the following manufacturing processes: Electric power generators; fertilizer and agricultural chemicals; food related products; leather and leather products; nonferrous metal and foundry products organic chemicals, plastics and resins; pulp and paper; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textiles; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

Landfill. A method of disposing of Solid Waste, other than putrescible waste of hazardous wastes, on land by placing an earth cover thereon.

Open Dump. A disposal facility of which Solid Waste from one or more sources is consolidated and left to decompose, burn or otherwise create a threat to human health or the environment.

Owner. Any person, firm or corporation owning, leasing, renting, occupying, or managing any premises in the jurisdiction of the Board of Commissioners of Fulton County.

Person. Any individual, trust, firm, association, joint-stock company, corporation (including a government corporation), partnership, organization, municipality, commission, or county, or any agency, board, department, or bureau of this state or any other state or of the federal government.

Plastic Bag. A polyethylene or other heavy duty plastic bag meeting the National Sanitation Foundation Standard of at least 1.5 mils and not exceeding a thirty gallon capacity, with securing twist ties.

Putrescible Waste. Wastes that are capable of being decomposed by micro-organisms. Examples of putrescible waste include but are not necessarily limited to kitchen wastes, animal manure, offal, hatchery and poultry wastes, and garbage.

Recovered Material. Those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the Solid Waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

Recycling. Any process by which materials which would otherwise become Solid Waste are collected, separated, or processed and reused or returned to

use in the form of raw materials or products.

Registered Contractor. A Hauling Contractor duly registered by the Fulton County Department of Public Works as having met all criteria necessary to provide Solid Waste Handling in unincorporated Fulton County.

Residential Unit. Any freestanding structure or shelter or any part thereof used or constructed for use as a residence for one (1) family.

Sanitary Landfill. A disposal site where putrescible solid wastes are disposed of by means of placing an earth cover thereon and which is approved by the Georgia Department of Natural Resources for such purposes.

Solid Waste. Any garbage, construction/demolition waste, industrial waste, industrial putrescible waste, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and community activities, but does not include recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Sec. 1342; or source, special unclear, or by-product material as defined by the federal Atomic Energy Act of 1954, amended (68 Stat. 923).

Solid Waste Handling. The storage, collection, transportation, treatment, utilization, processing or disposal of Solid Waste or any combination of such activities.

Solid Waste Handling Facility. Any facility the primary purpose of which is the storage, collection, transportation, treatment, utilization, processing, or disposal, or any combination thereof, of Solid Waste. Such a facility shall not include one handling the processing of Recovered Material.

Yard Trimmings. Leave, brush, grass clippings, shrub and tree pruning, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance other than mining, agricultural and silvicultural operations.

Article V. Scope of Ordinance .

Sec. 1-2002A. General. The provisions of this Ordinance apply to all Persons presently engaged in Solid Waste Handling in unincorporated Fulton County and all Hauling Contractors doing business or proposing to do business in unincorporated

Fulton County.

- (a) This Ordinance shall apply to unincorporated Fulton County only.
- (b) No Person shall engage in Solid Waste Handling except in such manners as to conform to and comply with this Ordinance and all applicable Fulton County, State and Federal legislation, rules, regulation and orders.
- (c) No Solid Waste may be disposed of by any Person in an open dump, nor may any Person cause, suffer, allow or permit open dumping on his property as defined by the Rules of the Georgia Department of Natural Resources, EPD, Chapter 391-3-4-04.
- (d) No owner or occupant shall allow the accumulation of Solid Waste on premises under his or her control or about his or her residential unit or commercial establishment, where such Solid Waste creates or may create a health hazard to neighbors or other citizens, or is unsightly, or emits foul, unpleasant, or harmful odors which constitute either a public or private nuisance.
- (e) It shall be a violation of this Ordinance for any Person to place or cause to be placed for collection, any acid, explosive material, inflammable liquids or dangerous or corrosive material of any kind.
- (f) It shall be a violation of this Ordinance to dispose of any Solid Waste by Illegal Dumping on public right-of-ways, public parks, or any public facilities in unincorporated Fulton County.
- (g) It shall be a violation of this Ordinance to place Yard Trimmings in or mixed with Solid Waste.
- (h) It shall be a violation of this Ordinance to place Yard Trimmings in Plastics Bags for collection.
- (i) Neither operation nor application of this Ordinance shall be waived, abridged, or otherwise limited in scope or effect by any contract between Hauling Contractors, customers, or any other Person falling within the jurisdiction of this Ordinance; nor shall this Ordinance grant, bestow or otherwise guarantee any rights not contained in any such contract, nor expose Fulton County to any liability whatsoever.

Sec. 1-2002B. Persons. All Persons shall engage in Solid Waste Handling in unincorporated Fulton County in the manner proscribed in this Ordinance.

- (a) Solid Waste Handling within unincorporated Fulton County shall be

conducted only by Hauling Contractor(s) duly registered with the Fulton County Department of Public Works, unless otherwise exempt by Article VI of this Ordinance.

(b) Failure by a resident to provide evidence (receipts, contracts, canceled checks, or other proof of payment) of proper disposal upon request by Fulton County officials shall be a violation of this Ordinance, punishable as set forth in Article X of this Ordinance.

Sec. 1-2002C. Hauling Contractors. No Person shall collect and/or dispose of Solid Waste for a fee in unincorporated Fulton County without first obtaining all required permits and registering with the Fulton County Department of Public Works.

Article VI. Exemptions.

Sec. 1-2003A. Provisions of this Ordinance shall not apply to any resident of unincorporated Fulton County disposing of Solid Waste in a manner that is not conducive to insect and rodent infestation or the harboring and feeding of wild dogs or other animals; impair the air quality; impair the quality of the ground or surface waters; impair the quality of the environment; or likely create other hazards to the public health, safety, or well being as may be determined by the Director of Public Works or his or her designee or the Director of the Health Department or his/ her designee and the resident is:

(a) disposing of Solid Waste originating from the resident's primary home onto land or facilities owned by the resident; or

(b) disposing of Solid Waste by self-hauling directly to a Disposal Facility or to a Commercial Establishment owned by the resident.

Sec. 1-2003B. This Ordinance shall not apply to any Person disposing of livestock feeding facility waste from facilities with a total capacity of up to 1,000 cattle or 5,000 swine. If such Person shall provide an approved waste disposal system which is capable of properly disposing of the run off from a "twenty-five year storm" and which complies with the Environmental Protection Division of the Georgia Department of Natural Resources Solid Waste regulations, such person shall be further exempt regardless of total per head capacity. Nothing in this Ordinance shall limit the right of any person to use poultry or other animal manure for fertilizer.

Sec. 1-2003D. Composting of Yard Trimmings is expressly allowed or permitted pursuant to this Ordinance.

Sec. 1-2003E. Dead animals shall be disposed of pursuant to State law.

Article VII. Requirements for Registration with Fulton County.

Sec. 1-2004. General. All Hauling Contractors must meet the minimum requirements annually as are set forth herein in order to engage in Solid Waste Handling within unincorporated Fulton County.

Sec. 1-2004A. Registration Requirements. During any time that Hauling Contractors are engaging in Solid Waste Handling in unincorporated Fulton County, Hauling Contractors must have registered with the Fulton County Department of Public Works by obtaining and providing the following items:

(1) EPD Permit. A Solid Waste Handling permit from the Director of the Environmental Protection Division of the Georgia Department of Natural Resources or any successor agency authorized to issue permits pursuant to Official Code of Georgia §12-8-24.

(2) Fulton County Health Department Permit. A copy of the permit required by the Fulton County Health Department pursuant to Fulton County Code of Laws § 30-2-8, as amended.

(3) Insurance. Provide to the Fulton County Department of Public Works proof of insurance as follows:

1. Comprehensive general liability insurance - \$500,000.
2. Vehicle liability.
 - a) \$500,000 limit per occurrence for bodily injury and property damage.
 - b) Comprehensive covering all owned, non-owned and hired vehicles.
 - c) All insurance contracts must specify vehicles for "solid waste collection"
3. Umbrella liability insurance coverage at least as broad primary coverage in an amount of \$1,000,000.

All comprehensive general liability, vehicle liability, and umbrella liability policies shall be maintained and shall remain effective for the full duration of Registration.

(4) Performance Bond. All Hauling Contractors shall, prior to engaging in Solid Waste Handling in unincorporated Fulton County, post with the Department of Public Works a performance bond in the amount of \$10,000. Alternatively, Hauling Contractors may provide an irrevocable letter of credit in the amount of \$10,000 in lieu of bond.

(5) Indemnification. Registered Contractors shall certify to Fulton County by duly notarized letter that it will, at its sole cost and expense, fully indemnify, defend and hold harmless the County, its officers, boards, commissioners, employees, and agents against any and all claims, suits, actions, liability and judgments from third parties, its affiliates, its subsidiaries, or agents, including subcontractors for damages which may be the result of willful, negligent or tortious conduct or operations arising out of the business of collection, transportation and disposal of Solid Waste, whether or not the action or omission complained of is authorized, allowed or prohibited by this Ordinance or is covered by insurance or performance bond.

Sec. 1-2004B. Reporting Requirements. Within Thirty (30) days following the close of each quarter of operation, Registered Contractors shall submit to the Director of the Department of Public Works or his or her designee for reporting to the Georgia Department of Community Affairs, reports of operation showing the following for unincorporated portions of Fulton County:

- a. Tonnage figures showing total Solid Waste tonnage collected for household garbage, and trash; and
- b. Documentation showing that Yard Trimmings and recyclables collected are being processed as Recovered Material;

Article VIII. Service Requirements.

Sec. 1-2005A. Residential Services. All Registered Contractors for Solid Waste Handling shall provide the minimum following services:

- (a) Weekly curbside collection of Solid Waste.
- (b) At least once every other week curbside recycling, including container, and Yard Trimmings collection. Handling of Yard Trimmings in unincorporated Fulton County shall be carried out in accordance with the following restrictions:
 - 1) Yard Trimmings shall not be placed in or mixed with Solid Waste;

2) Yard Trimmings shall not be disposed of in Solid Waste Disposal Facilities that have liners and leachate collection systems or that requires vertical expansion;

3) Yard Trimmings shall be sorted and stored for collection in a manner that facilitates collection, composting, or other lawful handling. Collection of Yard Trimmings in Plastic Bags is prohibited;

4) Upon collection, Yard Trimmings shall be sorted and stockpiled until it is recycled ultimately by recycling by chipping, mulching, composting, or other beneficial use;

5) Landfill disposal of Yard Trimmings is prohibited.

(c) Inoperative, privately used worn out household appliances (e.g., refrigerators, stoves, air conditioning units, washing machines, dryers) and discarded furniture shall be collected at the curbside as needed by the Registered Contractor, at an agreed upon fee between Registered Contractor and customer.

(d) Nothing in this Ordinance is intended to prohibit the Registered Contractor from offering discounts or additional services to senior citizens 65 years or older or the disabled.

(e) Nothing in this Ordinance shall prevent customers from contracting with Registered Contractors for additional services.

(f) Registered Contractors are encouraged to offer incentive based pricing in order to increase participation in curbside recycling.

Sec. 1-2005B. Commercial Services. Hauling Contractors performing commercial services are subject to the same requirements of Solid Waste registration under Article VII of this Ordinance as Hauling Contractors perform residential services. However, when Hauling Contractors are engaged in the performance of commercial services, they are not required to comply with the minimum standards set forth in Section 1-2005A above, nor the bonding requirements of Sec. 1-2004A, (4).

Sec. 1-2005C. List of Registered Contractors. A list of all current Registered Contractors will be available for public inspection in the office of the Clerk of the Board of Commissioners and in the Department of Public Works at all times.

Article IX. Termination/Revocation of Registration and/or Permits.

Sec. 1-2006A. General. Registration may be terminated by mutual agreement of Fulton County and Registered Contractor. Registered Contractors shall terminate registration by giving thirty (30) days notice to the Director of the Department of Public Works as well as its customer prior to such termination.

Sec. 1-2006B. The Director of Public Works The Director of Public Works shall notify the Registered Contractor of violations of this Ordinance. If the Registered Contractor fails to comply with any of the provisions of this Ordinance within seven (7) days of notification, or at the discretion of the Director of the Department of Public Works, a hearing shall be held before the Director of Public Works, with the Registered Contractor being notified in writing of the time and place of the hearing and the violation of this Ordinance which has not been corrected. Registered Contractor shall be given the opportunity to appear by representative or counsel to answer any such charge by the Director of Public Works or his/her designee. Should the Director of Public Works determine that any of the provisions of this Ordinance have been violated by the Registered Contractor, the Director of Public Works shall have at his/her discretion, after the findings of the hearing, the right to render a decision revoking registration or provide for probation of the Registered Contractor within seven (7) days of the decision of the Director of Public Works. The Registered Contractor shall have the right to appeal in writing the decision of the Director of Public Works to the County Manager or his/her designee within seven (7) days of the decision of the Director of Public Works. A hearing shall be held by the County Manager. The decision of the Director of Public Works shall be held in abeyance pending the final decision of the County Manager. After such hearing, the decision of the County Manager shall be final. At the discretion of the County Manager, the Registered Contractor shall be deemed to have forfeited his/her performance bond. The Director of Public Works shall be instructed to proceed with calling the bond or any part thereof to be forfeited and may use the proceeds to remedy the violation(s) of this Ordinance as he/she deems fit.

Article X. Penalties.

Sec. 1-2007A. In addition to the provisions of Article IX, any Person violating any provision of this Ordinance may be fined up to \$500.00 per violation after a hearing in the Fulton County Environmental Court or Magistrate Court. Each day a violation continues shall constitute a separate violation.

Sec. 1-2007B. Fulton County, upon violation of the provisions of this Ordinance, shall be entitled to take such remedial action to ensure compliance and, any Person convicted shall reimburse Fulton County for any cost or expense associated with

compliance efforts and Fulton County shall be entitled to place a lien on the property to secure payment and reimbursement for these expenses.

Sec. 1-2007C. Any Hauling Contractor who is found to have violated any of the provisions of this Ordinance by the Fulton County Environmental Court or Magistrate Court shall be subject to the same penalties herein and may also be restrained from operating as a Registered Contractor and a civil action may be filed by the governing authority.

Article XI. Enforcement.

Sec. 1-2008A. Violations of any provisions of this Ordinance shall be reported initially to the Director of the Department of Public Works or his or her designee, who is charged with the administration of all sections herein.

Sec. 1-2008B. The provisions of this Ordinance regarding the issuance of Health Department permits shall be enforced by the Fulton County Health Department.

Sec. 1-2008C. The provisions of this Ordinance regarding Solid Waste Handling shall be enforced by the Fulton County Department of Public Works with assistance as needed from the Fulton County Police Department and the Fulton County Department of Health.

Sec. 1-2008D. The provisions of this Ordinance regarding application for and termination of Registration shall be enforced by the Department of Public Works.

Sec. 1-2008E. The provisions of this Ordinance regarding the disposal or on-site burial of Solid Waste shall be enforced by the Georgia Department of Natural Resources Environmental Protection Division or the Department of Public Works.

Article XII. Severability.

Sec. 1-2009. In the event any section, subsection, sentence, clause or phrase of this Ordinance is declared or adjudged or unconstitutional, such adjudication shall in no manner affect any other section, subsection, sentence, clause or phrase, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part hereof.

Article XIII. Repeal of Conflicting Ordinances.

Sec. 1-2010. All ordinances, resolutions and parts of ordinances or resolutions in direct conflict with this Ordinance are hereby repealed.

Article XIV. Liability.

Sec. 1-2011. Neither the approval or granting of Registration under the provisions of this Ordinance, nor the compliance with the provisions of this Ordinance shall relieve any person from the responsibility for damage to any person or property otherwise imposed by law nor impose any liability upon the Governing Authority for damage to any person or property.

Article XV. Health Department Code.

Sec. 1-2012. Fulton County Code of Laws Title 30 Health and Welfare Sec. 30-2-8. as attached hereto and incorporated herein by reference.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 7:10 p.m. Second Read and Request for Approval of An Ordinance To Amend Title 13 Fire Protection And Prevention Chapter 3 Fire Prevention Code And Safety Standards Of The Code Of Ordinances, City Of South Fulton, GA To Add Section 13-3007 Electric Coil Cooking Devices

DATE: September 26, 2023

SUBJECT: 7:10 p.m. Second Read and Request for Approval of An Ordinance To Amend Title 13 Fire Protection And Prevention Chapter 3 Fire Prevention Code And Safety Standards Of The Code Of Ordinances, City Of South Fulton, GA To Add Section 13-3007 Electric Coil Cooking Devices

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Section 13-3007 Cooking Coil Devices CAO_	Cover Memo	9/22/2023

STATE OF GEORGIA

COUNTY OF FULTON

CITY OF SOUTH FULTON

ORD2023-_____

AN ORDINANCE TO AMEND TITLE 13 FIRE PROTECTION AND PREVENTION CHAPTER 3 FIRE PREVENTION CODE AND SAFETY STANDARDS OF THE CODE OF ORDINANCES, CITY OF SOUTH FULTON, GA TO ADD SECTION 13-3007 ELECTRIC COIL COOKING DEVICES AND FOR OTHER LAWFUL PURPOSES.

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

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

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

WHEREAS, the City of South Fulton is authorized by the Georgia Constitution of 1983, including, without limitation, Article IX, Section II, Paragraph VI thereof, to create special service districts for the provision of the services within such districts, and to levy and collect within such districts fees and assessments to pay, wholly or partially, the cost of providing such services therein.

WHEREAS, the City of South Fulton, Georgia, is authorized by its Charter to fix and establish fire protection service area limits and to extend, enlarge or restrict same from time to time to ensure effective delivery of such services.

WHEREAS, in promulgating the provisions contained in this article, the City of South Fulton is acting pursuant to its authority as granted by the Georgia Constitution, and the laws of the State of Georgia and its City Charter, to provide fire protection and emergency management services to all properties within the city's service area. Fire protection and emergency management services are needed and provide benefits to all properties within the city's service area. For the purposes of this article, fire protection services shall be inclusive of emergency management services.

WHEREAS, the fire protection needs of the city include, but are not limited to, protection of the public health, safety, and welfare of the community. Provision of fire protection services renders and/or results in both a service and a benefit to all properties, property owners, citizens, and residents of the city.

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

Section 1. The Code of Ordinances, City of South Fulton, Georgia, Title 13, Fire Protection and Prevention, Chapter 3 Fire Prevention and Safety Standards is hereby amended to add the following:

TITLE 13 – FIRE PROTECTION AND PREVENTION

Chapter 3. FIRE PREVENTION CODE AND SAFETY STANDARDS

Sec. 13-3007. Purpose.

- (1) This article establishes the provisions pertaining to electric coil cooking devices, to promote public health, safety, and welfare, and for other purposes.
- (2) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection:
 - a. Apartment building shall mean a building or portion thereof containing three (3) or more dwelling units with independent cooking and bathroom facilities.
 - b. Electric coil devices shall mean a cooking device that utilizes a coil for the cooking heat source. This term shall include free-standing and built-in ranges, “drop-in” type countertop cooktops, and hot plates.
 - c. High-end heat limiting technology shall mean a device that is hard-wired into the electric coil range (tamper proof) that limits the high-end cooking temperature to a safe level so as to prevent auto-ignition of common cooking and household materials.
 - d. Nursing home shall mean a building or portion of a building used on a 24-hour basis for the housing and nursing care of four (4) or more persons who, because of mental or physical incapacity, might be unable to provide for their own needs and safety without the assistance of another person.
 - e. Residential board and care occupancy shall mean a building or portion thereof that is used for lodging and boarding of four (4) or more residents, not related by blood or marriage to the owners or operators, for the purpose of providing personal care services. This term shall include, but shall not be limited to, the following types of facilities:
 - i. Facilities containing group housing arrangements for physically or mentally handicapped persons who normally attend school in the community, attend worship in the community or otherwise use community facilities.
 - ii. Facilities containing group housing arrangements for physically or mentally handicapped persons who are undergoing training in preparation for independent living, for paid employment, or for other normal community activities.
 - iii. Facilities containing group housing arrangements for the elderly that provide personal care services but that do not provide nursing care.

- iv. Facilities for social rehabilitation, alcoholism, drug abuse, or mental health problems that contain a group housing arrangement and that provide personal care services but do not provide acute care.
 - v. Assisted living facilities.
 - f. Tax-supported housing shall mean any housing that is initially constructed by, and/or rent-subsidized by the taxpayers for the purpose of providing affordable housing for the at-need citizens within the jurisdiction of the City. This term shall also include privately owned rental properties for which the rent is subsidized by the taxpayers.
- (3) All-electric coil cooking devices purchased for the purpose of replacement in existing apartment buildings, nursing homes, tax-supported housing, or facilities used for residential board and care occupancy or purchased as standard equipment in new apartment buildings, nursing homes, tax-supported housing, or facilities used for residential board and care occupancy shall be equipped with listed and energy-efficient approved high-end heat limiting technology.
- (4) By December 31, 2025, all electric coil cooking devices installed in any new or existing apartment building, nursing home, tax-supported housing, or facility used for residential board and care occupancy shall be equipped with energy-efficient listed and approved high-end heat limiting technology.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 7:15 p.m. First Read of An Ordinance To Amend Title 6, Health And Sanitation, Chapter 1, Smoke-Free Air, Of The City Of South Fulton Code Of Ordinances So As To Provide An Exemption From The Smoking Regulations Identified In Section 6-1005 Through 6-1008 For One (1) Cigar Bar Located At 3461 Roosevelt Highway, Suite 15

DATE: September 26, 2023

SUBJECT: 7:15 p.m. First Read of An Ordinance To Amend Title 6, Health And Sanitation, Chapter 1, Smoke-Free Air, Of The City Of South Fulton Code Of Ordinances So As To Provide An Exemption From The Smoking Regulations Identified In Section 6-1005 Through 6-1008 For One (1) Cigar Bar Located At 3461 Roosevelt Highway, Suite 15

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance - Smoke-Free Air Exemption	Cover Memo	9/22/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

AN ORDINANCE TO AMEND TITLE 6, HEALTH AND SANITATION, CHAPTER 1, SMOKE-FREE AIR, OF THE CITY OF SOUTH FULTON CODE OF ORDINANCES SO AS TO PROVIDE AN EXEMPTION FROM THE SMOKING REGULATIONS IDENTIFIED IN SECTIONS 6-1005 THROUGH 6-1008 FOR ONE (1) CIGAR BAR LOCATED AT 3461 ROOSEVELT HWY, SUITE 15; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Willis)

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

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

WHEREAS, the City of South Fulton passed the South Fulton Smoke-Free Air Ordinance January 12, 2021; and

WHEREAS, Secs. 6-1005 through 6-1008 provide for the prohibition of smoking at outdoor public facilities, places of employment, and enclosed public places, as well as places where smoking is restricted by other applicable laws; and

WHEREAS, Sec. 6-1012 sets forth that Cigar bars are excepted from the smoke-free air ordinance if such establishment was licensed to operate prior to November 1, 2020; and

WHEREAS, the property located at 3461 Roosevelt Hwy, Suite 15, was operated as a tobacco business, specifically a cigar bar, during the years prior to the incorporation of the City of South Fulton; and

WHEREAS, because of the existence of a previous use of a tobacco business at this address, permitting one (1) cigar bar to be located at 3461 Roosevelt Hwy, Suite 15, would not frustrate the purposes of Section 6-1012, or the general purposes of the South Fulton Smoke-Free Ordinance; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this Ordinance is in the best interest of the public health, safety, and welfare.

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

Section 1. That Title 6, Health and Sanitation, Chapter 1, Smoke-Free Air, Sec. 6-1012 (Where smoking is not regulated), subsection (d) of the City of South Fulton Code of Ordinances be hereby amended to add a new subsection (d)(1) to read as follows:

“Sec. 6-1012. - Where smoking is not regulated.

...

(d)(1) one (1) cigar bar located at 3461 Roosevelt Hwy, Suite 15, South Fulton, GA 30349.”

Section 2. It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 3. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request for Approval of A Resolution Approving The Interim City Manager's Recommendations For The Renovation Of Welcome All Park Pool And For The Consideration Of Outdoor Pools In The City And For Other Purposes: \$1.5M for Welcome All (including contingency); \$3.5M for new two outdoor pools (including contingency) at Burdette And Cedar Grove Park.

DATE: September 26, 2023

SUBJECT: Request for Approval of A Resolution Approving The Interim City Manager's Recommendations For The Renovation Of Welcome All Park Pool And For The Consideration Of Outdoor Pools In The City And For Other Purposes: \$1.5M for Welcome All (including contingency); \$3.5M for new two outdoor pools (including contingency) at Burdette And Cedar Grove Park.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Resolution Approving Interim City Manager's Recommendations Pool Renovation And Aquatic Plan	Cover Memo	9/22/2023

**A RESOLUTION APPROVING THE INTERIM CITY MANAGER'S
RECOMMENDATIONS FOR THE RENOVATION OF WELCOME ALL PARK POOL
AND FOR THE CONSIDERATION OF OUTDOOR POOLS IN THE CITY AND FOR
OTHER PURPOSES**

**(Sponsored by Councilmembers Helen Willis, Natasha Williams, Carmalitha
Gumbs and Jacey Sebastian)**

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

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

WHEREAS, the City, pursuant to Section 3.10 (b) of its Charter, has the authority to adopt and provide for resolutions, rules and regulations, not inconsistent with the Charter and with the Constitution and laws of the State of Georgia; and

WHEREAS, the Interim City Manager, on September 12, 2023, during the City Council Work Session provided a Pool Renovation Plan that discussed two options for the Welcome All Park Pool, that is, Rebuild and Repair with an estimated costs of approximately \$800,000 or Complete Demolition of the pool area with an estimated costs between \$1.5 million to \$3 million and also provided information regarding outdoor pools in other areas of the City; and

WHEREAS, after considering the presentation and recommendation of the Interim City Manager, the City Council hereby approves the recommendation of option 2.2, that is, "Complete Demolition" that has an estimated cost between \$1.5 - \$3 million and an estimated completion time period of approximately 14 months; and

WHEREAS, the Pool Renovation and Aquatic Plan also recommended the construction of new free standing outdoor pools; and

WHEREAS, the City Council hereby approves the recommendation of the Interim City Manager for the initial construction of two new free standing outdoor pools for Burdette Park, and Cedar Grove Park; and

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

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

Section 1. The Interim City Manager is authorized to take the necessary steps and/or actions to effectuate the complete demolition (option 2.2) and new construction of the Welcome All Park Pool and the construction of the outdoor pools for Burdette and Cedar Grove Parks as recommended and set forth in the Welcome All Pool and Aquatic Plan and presented at the September 12, 2023 Work Session is hereby adopted and approved as stated herein.

Section 2. It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences, clauses, and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable, and constitutional. (b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Resolution is severable from every other section, paragraph, sentence, clause, or phrase of this Resolution. No section, paragraph, sentence, clause, or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of this Resolution. (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

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

Section 4. All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 5. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request approval to award the contract for ITB #23-72 Trammel Crow Tennis Court Rebuild – Signature Tennis Courts \$175,100

DATE: September 26, 2023

SUBJECT: Request approval to award the contract for ITB #23-72 Trammel Crow Tennis Court Rebuild – Signature Tennis Courts \$175,100

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ITB #23-72 Trammel Crow Tennis Court Rebuild2	Cover Memo	9/24/2023

ATTACHMENT A SCOPE OF SERVICES

ATTACHMENT A SCOPE OF SERVICES

Bidder shall furnish all things necessary to build a state-of-the-art TRAMMEL CROW TENNIS COURT REBUILD PROJECT including, but not limited to labor, tools, equipment, transportation, supervision, administrative cost (direct and indirect) and all efforts necessary to perform and complete the specifications herein this ITB.

1. BACKGROUND

Trammel Crow Park is located at 4980 Cascade Road in the City of South Fulton. It offers four (4) lighted tennis courts that are in need of restoration using a rock and curb system.

2. GENERAL

The City intends to restore and grade courts as well as the surrounding area. This project aims to provide high-quality tennis facilities that meet the standards of our community and enhance the recreational opportunities available to our residents.

3. ROCK AND CURB SYSTEM (REBUILD FOUR (4) TENNIS COURTS)

The Bidder selected by the City shall:

- 3.1** Remove existing fence wire and haul offsite and store fence framework.
- 3.2** Build poured concrete containment curb, reinforced with rebar, around existing asphalt on grade. NOTE: Poured concrete will encase fence posts.
- 3.3** Haul, place, and laser grade 4" of crusher run.
- 3.4** Haul place and apply 2" of fine topping asphalt.
- 3.5** Modify net post foundations as necessary.
- 3.6** Install new center anchors.
- 3.7** Painting existing fence framework with black rustoleum. Sand and paint net posts, install new nets and clean work site thoroughly.
- 3.8** Install new 9-gauge black vinyl coated fence wire with new hardware as necessary.
- 3.9** Color coat courts with two (2) coats of acrytech black acrylic and two (2) coats of color. NOTE: If acrytech is out of stock, a brand that is equal in

quality (colors will be royal blue and light green unless otherwise specified).
Stripe four (4) regulation tennis courts with one coat of primer and two (2)
coats of texturized white line paints.

4. All specified materials shall be installed in accordance with the manufacturer's recommendations and specifications.
5. All work shall be accomplished in accordance with manufacturer's recommendations, specifications, and instructions and in accordance with generally applicable industry standards.
6. The Bidders are required to visit the site prior to submitting bid(s). The Bidders shall verify existing conditions and take measurements to confirm quantities.
7. All work identified in the bid items above shall include any incidental work required for a complete and finished product.
8. The Bidder shall provide regular cleanup and disposal of all trash, debris, etc. generated by the work. This includes providing trash cans, dumpsters, or other means for disposing of trash and debris generated as a result of the work. Existing dumpsters and trash cans on the property may not be used.
9. Work shall be bid-based on the specifications provided in this solicitation.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

**ATTACHMENT B
BID COST FORM**

ATTACHMENT B BID COST FORM

Please provide a price for each item listed, including all costs, direct and indirect, administrative cost, and all things necessary for Tennis Court Rebuild at Trammel Crow Parkas specified in Attachment A, Scope of Services.

- Contingencies shown on the Bid Cost Form below are designated for use for unforeseen conditions, addition/reduction in quantities or change in the scope and shall not be utilized unless approved in advance by the City.

Item	Description	Amount
A.	Demolition	\$
B.	Grading and resurfacing	\$
C.	Fence replacement	\$
D.	Labor	\$
E.	Other (please specify items and individual costs on a separate page)	\$

\$ _____ (In figures)
Items A – E

_____ (In words)

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request approval to award the contract for ITB #23-75 Bridge - Cochran Road over Deep Creek

DATE: September 26, 2023

SUBJECT: Request approval to award the contract for ITB #23-75 Bridge - Cochran Road over Deep Creek

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ITB #23-75 Cochran Road over Deep Creek (1)	Cover Memo	9/24/2023

ATTACHMENT A SCOPE OF SERVICES

ATTACHMENT A SCOPE OF SERVICES

Bidder shall furnish all things necessary to provide construction services, including but not limited to labor, tools, equipment, transportation, supervision, administrative cost (direct and indirect) and all efforts necessary to perform and complete the specifications herein this ITB.

1. GENERAL

- 1.1** The proposed project is located along Cochran Road and will replace the existing substandard bridge over Deep Creek with a new structure and new roadway approaches. The project begins 280-ft south of the existing bridge and ends 280-ft north of the existing bridge. The proposed mainline will consist of two (2), 11-ft travel lanes with curb and gutter in each direction. Improvements also include 5-ft sidewalks, 2-ft landscape strip and improvements as better described/depicted in the construction plans.

2. MATERIALS AND WORKMANSHIP

- 2.1** The Bidder shall be responsible for quality control testing of materials incorporated into the Project. The CEI will be responsible for quality assurance testing of materials incorporated into the Project. Materials test frequency will, at minimum, meet GDOT Construction Manual requirements. Copies of all test results and documentation will be provided to the Bidder. All materials must meet appropriate GDOT Specifications unless otherwise noted. All testing must meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide.
- 2.2** The Bidder shall be responsible for the quality of the materials used. If the material is not on the GDOT Qualified Products List (QPL), then Bidder shall submit samples of all materials to the GDOT Testing Laboratory and/or other approved testing labs; any materials found to be non-compliant with the specifications will be rejected. The Bidder will be responsible for replacing any materials and work performed based on the rejected samples at no additional cost to the City.

3. REMOVING, RESETTING AND MAINTAINING MAILBOXES

- 3.1** The Bidder shall remove, as needed, and reset any mailboxes and posts that conflict with the work. Any mailboxes or posts that are damaged by the Bidder shall be replaced at no additional cost to the City. The Bidder shall maintain the mailboxes as needed such that mail pick-up and delivery is not interrupted at any time.
- 3.2** The Bidder shall coordinate with the City and property owners regarding all work associated with removing and resetting the mailboxes. Mailboxes that require resetting shall adhere to the American Association of State Highway and Transportation Officials (AASHTO) 'A Guide for Erecting Mailboxes on Highways' and current requirements of the United States Postal Service (USPS). The Bidder shall include all costs associated with maintaining existing mailboxes in the Bid

Cost Form.

4. TRAFFIC CONTROL – See GDOT Special Provision 150 for Reference and Guide

- 4.1** The Bidder must, at all times, conduct its work to assure the least possible obstruction of traffic. The safety and convenience of the general public, the residents along the roadways, and the protection of persons and properties shall be provided for by the Bidder as specified in GDOT Standards Specifications, Exhibit B, attached hereto and incorporated herein by reference; including, but not limited to, Sections 104.05, 107.09, and 150.
- 4.2** Traffic whose origin and destination are within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. Ingress and egress include entrances and exits via driveways at various properties and access to the intersecting roads and streets. The Bidder must maintain sufficient personnel and equipment (including certified flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where required. Mailboxes and fire hydrants shall not be obstructed from access.
- 4.3** Two-way traffic shall be maintained at all times, utilizing certified flaggers as necessary, unless otherwise specified or approved by the City. In the event of an emergency situation, the Bidder must provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence must be repaired by the Bidder at no additional cost to the City.
- 4.4** The Bidder must furnish, install, and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and Specifications. The Bidder must take all necessary precautions for the protection of the workers and safety of the public. All personnel and equipment required for maintaining public convenience and safety will be paid for under the lump sum pay item 150-1000 – Traffic Control.
- 4.5** All existing signs, pavement markers, and other traffic control devices removed or damaged during construction operations must be reinstalled or replaced at the Bidder's expense. At no time must the Bidder remove regulatory signing, which may cause a hazard to the public. The Bidder must, within the same calendar day, place temporary pavement markings by painting, if the permanent markings cannot be placed the same day to match existing pavement markings on milled or resurfaced pavements. No work will be allowed to proceed the following day if the pavement markings are not in place. The cost for temporary pavement markings shall be included in the lump sum pay item 150-1000 – Traffic Control.
- 4.6** The Bidder is responsible for picking up, erecting, and maintaining the temporary SPLOST identification signs. All work, materials, and labor necessary for this task

shall be included in the lump sum pay item 150-1000 – Traffic Control. The Bidder is responsible for returning these signs to the City after Project is complete.

5. LINES, GRADES, AND MEASUREMENTS

- 5.1** Such stakes and markings as the City may set for the City or the Bidder's guidance shall be preserved by the Bidder. Failure to protect such stakes or markings, or gross negligence on the Bidder's part resulting in loss of same, may result in the Bidder being charged for its replacement.
- 5.2** The Bidder must exercise proper care and caution to verify the grades and figures given before proceeding with the work. The Bidder must be responsible for any damaged or defective work caused by its failure to provide proper care and caution. The Bidder must promptly notify the City of any errors or discrepancies discovered in order for the proper corrections to be made.
- 5.3** The Bidder must verify all dimensions before ordering material or performing any work which is dependent upon proper size or installation upon coordination with conditions. No consideration will be given on any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the City for resolution before proceeding with the work.

6. UTILITIES, PROTECTION OF WORK, PROPERTY, AND PERSONS

- 6.1** The Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Bidder must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby. All the work, materials, or equipment whether in storage on or off the site, and other properties at the site or adjacent thereto, including, but not limited to: trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 6.2** The Bidder shall erect and maintain, as required by the conditions and progress of the work, all necessary warning safeguards for devices and the safety and protection of the work, the public, and adjoining properties.
- 6.3** If existing utilities or structures are indicated by the Contract, no warranty is made as to the accuracy or completeness of such indication. The Bidder must comply with all applicable State law concerning the marking and location of existing utilities.
- 6.4** The Bidder must, prior to commencing other on-site work, accurately locate above and below ground utilities and structures, which may be affected by the work, using whatever means may be appropriate. The Bidder must mark the

location of existing utilities and structures, not otherwise readily visible, with flags, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. The Bidder must notify the City promptly on discovery of any conflict between the Contract plans and any existing facility.

- 6.5** The Bidder must contact utility companies to identify adjacent utilities prior to beginning construction operations. If any utility identifies conflicts with construction operations, the Bidder must notify the CEI prior to commencement of construction operations in the affected area.
- 6.6** All existing utilities, both public and private, including but not limited to: sewer, gas, electrical, and telephone services, shall be protected and their operation shall be maintained throughout the course of the work. Any temporary shutdown of an existing service shall be arranged between the Bidder and the responsible agency. The Bidder must assume full responsibility and hold the City harmless from the result of any damage that may occur as a result of the Bidder's activities in this regard.
- 6.7** In emergencies affecting the safety of persons or damages to the work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Bidder, upon notification to the City, shall act to prevent threatened damage, injury, or loss.

7. GRASSING - See GDOT Special Provision 700 for Reference and Guide

- 7.1** Final acceptance of the work will not be issued until a permanent stand of grass has been established throughout all disturbed areas. The Bidder may elect to place sod in lieu of permanent grass seed if the work is completed outside of the permanent grassing season as specified in Section 700 of GDOT Special Provisions. No adjustment in unit price will be made if the Bidder elects to utilize sod in lieu of permanent grass seed.

8. LAND AND RIGHTS-OF-WAY

- 8.1** Prior to entering on any land or right-of-way, the Bidder must ascertain the requirements of applicable permits or easements obtained by the City, and shall conduct its work in accordance with requirements thereof including the giving of notice. The Bidder shall be fully responsible for performing work to the requirements of any permit or easement granting entity even though such requirements may exceed or be more stringent than that otherwise required by the Contract and shall compensate the City fully for any loss or expense arising from failure of the Bidder to perform as required by such entity.

- 8.2** The Bidder shall provide at its own expense, without liability to the City, any additional land and access thereto that the successful Bidder may desire for temporary construction facilities, or for storage of materials.
- 8.3** The Bidder upon approval of the CEI may trim trees to a point above the work area as necessary for the safe and continuous operation of the equipment. If trimming of any tree is necessary, the cost of that work shall be included in the overall bid price for the project.

9. CLEANING UP

- 9.1** The Bidder shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's employees or work. Upon completion of the work, the Bidder shall remove all its plants, tools, materials, and other articles from the property of the City. Cleanup of roadways is required after each operation (i.e. milling, patching, resurfacing, etc.). Final restoration and clean-up work shall be performed immediately after a street is completed. Sweeping of debris into gutters or sides of roads is not acceptable. All loose debris shall be removed from the roadway surface within twenty-four (24) hours after resurfacing. Work will not be allowed to proceed and progress payments will be withheld until cleanup has been completed as directed by the City Construction Engineering Inspector (CEI).
- 9.2** If the Bidder fails to clean up as provided in the Contract, the City may do so, and the cost thereof shall be charged to the Contractor. The Bidder shall ensure that neither it, its subcontractors nor their employees or agents bring any hazardous materials or other materials/waste regulated by state, federal or local law, which are not commonly used in the construction process, or which are not listed in any Specifications for the Project onto the Project site without first obtaining the City's advance written approval. The Bidder shall ensure that any hazardous materials/waste or other materials/waste regulated by state, federal or local law that the Contractor, its Sub-contractors or their employees or agents bring onto or generate at the project site are handled in accordance with all applicable laws.
- 9.3** The Bidder shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Bidder shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines, or penalties, whether levied against the Bidder or the City.
- 9.4** The Bidder shall maintain and keep clean at all times the immediate approach to the Project site including the roads abutting the Project site.

10. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

- 10.1** The Bidder shall be responsible for the preservation of all public and private property including but not limited to: mailboxes, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc., along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration or destruction of such property is provided for under this Contract.
- 10.2** When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof by the Bidder, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done. The Bidder shall correct all disturbed areas in an acceptable manner before payment will be made.

11. RESPONSIBILITY OF BIDDER

- 11.1** The Bidder shall perform a site visit prior to bid submission to assess the scope of the work required. Any quantities given are approximate and should be verified by the Bidder.
- 11.2** The Bidder shall not salvage any material from the project site within the construction limits. The Bidder must properly dispose all materials removed from the construction site within the project limits.
- 11.3** The Bidder shall be responsible for locating and providing an environmentally approved disposal area for this project. The disposal sites must be approved by the Engineer prior to any work on this item.
- 11.4** The Bidder shall be responsible for any dumping fees for this project.
- 11.5** The Bidder shall complete the work within the existing right-of-way and/or project limits.
- 11.6** The Bidder must verify all dimensions and elevations in the field prior to ordering materials or the start of construction.
- 11.7** The Bidder shall be responsible for stabilizing any areas disturbed as a result of the Bidder's construction activities. Permanent stabilization shall be done in accordance with GDOT specifications. Payment for stabilizing disturbed areas will be included in price submitted for each structure under pay item # 550.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

**ATTACHMENT B
BID COST FORM**

**ATTACHMENT B
BID COST FORM**

(PLEASE PROVIDE PRICING IN BIDNET)

Please provide a price for each item listed, including all costs, direct and indirect, administrative cost, and all things necessary for providing Construction Services as specified in Attachment A, Scope of Services, and as better described/depicted in Exhibit A: Construction Plans.

COCHRAN ROAD OVER DEEP CREEK ROAD IMPROVEMENT PROJECT

Item Number	GDOT Item #	Item Description	Quantity	Unit	Unit Price	Cost
5	150-1000	TRAFFIC CONTROL -	1	LS		
10	210-0100	GRADING COMPLETE -	1	LS		
15	318-3000	AGGR SURF CRS	150	TN		
20	310-5100	GR AGGR BASE CRS, 10 INCH, INCL MATL	1450	SY		
25	402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	50	TN		
30	402-3102	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, BLEND 1, INCL BITUM MATL & H LIME	120	TN		
35	402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	315	TN		
40	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	160	TN		
45	413-0750	TACK COAT	260	GL		
50	446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	550	LF		
55	634-1200	RIGHT OF WAY MARKERS	13	EA		
60	641-1200	GUARDRAIL, TP W	321	LF		
65	641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY- ABSORBING	1	EA		
70	641-5001	GUARDRAIL ANCHORAGE, TP 1	3	EA		
75	603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	632	SY		
80	603-7000	PLASTIC FILTER FABRIC	632	SY		
85	700-6910	PERMANENT GRASSING	1	AC		
90	700-7000	AGRICULTURAL LIME	1	TN		
95	700-8000	FERTILIZER MIXED GRADE	2	TN		
100	700-8100	FERTILIZER NITROGEN CONTENT	250	LB		
105	716-2000	EROSION CONTROL MATS, SLOPES	500	SY		
110	163-0240	MULCH	20	TN		
115	163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	2	EA		
120	163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	1	EA		
125	163-0529	CONSTRUCT AND REMOVE TEMPORARY SEDIMENT BARRIER OR BALED STRAW CHECK DAM	100	LF		
130	163-0541	CONSTRUCT AND REMOVE ROCK FILTER DAMS	2	EA		
135	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	1858	LF		
140	165-0071	MAINTENANCE OF SEDIMENT BARRIER - BALED STRAW	200	LF		
145	165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	1	EA		
150	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	2	EA		
155	165-0110	MAINTENANCE OF ROCK FILTER DAM	3	EA		
160	165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EA		
165	171-0030	TEMPORARY SILT FENCE, TYPE C	1858	LF		
170	643-8200	BARRIER FENCE (ORANGE), 4 FT	356	LF		
175	960-0550	PRECAST THREE-SIDED CULVERT, SINGLE BARREL -	92	LF		
180	540-1101	REMOVAL OF EXISTING BR, STA NO -	1	LS		

185	550-1180	STORM DRAINPIPE, 18 IN, H 1-10	40	LF		
190	550-4218	FLARED END SECTION 18 IN, STORM DRAIN	1	EA		
195	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	12	SF		
200	636-1045	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 11	9	SF		
205	636-2070	GALV STEEL POSTS, TP 7	60	LF		
210	636-2090	GALV STEEL POSTS, TP 9	15	LF		
215	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	1056	LF		
220	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	1056	LF		

TOTAL BID

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request approval to award the contract for ITB #23-74 TSPLOST Rivertown Road at Cedar Grove Road Improvement Project

DATE: September 26, 2023

SUBJECT: Request approval to award the contract for ITB #23-74 TSPLOST Rivertown Road at Cedar Grove Road Improvement Project

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ITB #23-74 Rivertown Road at Cedar Grove (1)	Cover Memo	9/24/2023

ATTACHMENT A SCOPE OF SERVICES

ATTACHMENT A SCOPE OF SERVICES

Bidder shall furnish all things necessary to provide construction services. This includes but is not limited to labor, tools, equipment, transportation, supervision, administrative cost (direct and indirect) and all efforts necessary to perform and complete the specifications herein this ITB.

1. GENERAL

- 1.1** Intersection improvements will include the construction of a single lane roundabout. Additional improvements include drainage, curb & gutter, streetlights, 5-ft wide sidewalks and as better described/depicted in Exhibit A: construction plans.

2. MATERIALS AND WORKMANSHIP

- 2.1** The Bidder shall be responsible for quality control testing of materials incorporated into the Project. The CEI will be responsible for quality assurance testing of materials incorporated into the Project. Materials test frequency will, at minimum, meet GDOT Construction Manual requirements. Copies of all test results and documentation will be provided to the Bidder. All materials must meet appropriate GDOT Specifications unless otherwise noted. All testing must meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide.
- 2.2** The Bidder shall be responsible for the quality of the materials used. If the material is not on the GDOT Qualified Products List (QPL), then Bidder shall submit samples of all materials to the GDOT Testing Laboratory and/or other approved testing labs; any materials found to be non-compliant with the specifications will be rejected. The Bidder will be responsible for replacing any materials and work performed based on the rejected samples at no additional cost to the City.

3. REMOVING, RESETTING AND MAINTAINING MAILBOXES

- 3.1** The Bidder shall remove, as needed, and reset any mailboxes and posts that conflict with the work. Any mailboxes or posts that are damaged by the Bidder shall be replaced at no additional cost to the City. The Bidder shall maintain the mailboxes as needed such that mail pick-up and delivery is not interrupted at any time.
- 3.2** The Bidder shall coordinate with the City and property owners regarding all work associated with removing and resetting the mailboxes. Mailboxes that require resetting shall adhere to the American Association of State Highway and Transportation Officials (AASHTO) 'A Guide for Erecting Mailboxes on Highways' and current requirements of the United States Postal Service (USPS). The Bidder shall include all costs associated with maintaining existing mailboxes in the Bid Cost Form.

4. TRAFFIC CONTROL – See GDOT Special Provision 150 for Reference and Guide

- 4.1** The Bidder must, at all times, conduct its work to assure the least possible obstruction of traffic. The safety and convenience of the general public, the residents along the roadways, and the protection of persons and properties shall be provided for by the Bidder as specified in GDOT Standards Specifications, Exhibit B, attached hereto and incorporated herein by reference; including, but not limited to, Sections 104.05, 107.09, and 150.
- 4.2** Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress includes entrances and exits via driveways at various properties and access to the intersecting roads and streets. The Bidder must maintain sufficient personnel and equipment (including certified flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where required. Mailboxes and fire hydrants shall not be obstructed from access.
- 4.3** Two-way traffic shall be maintained at all times, utilizing certified flaggers as necessary, unless otherwise specified or approved by the City. In the event of an emergency situation, the Bidder must provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence must be repaired by the Bidder at no additional cost to the City.
- 4.4** The Bidder must furnish, install and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and Specifications. The Bidder must take all necessary precautions for the protection of the workers and safety of the public. All personnel and equipment required for maintaining public convenience and safety will be paid for under the lump sum pay item 150-1000 – Traffic Control.
- 4.5** All existing signs, pavement markers, and other traffic control devices removed or damaged during construction operations must be reinstalled or replaced at the Bidder's expense. At no time must the Bidder remove regulatory signing, which may cause a hazard to the public. The Bidder must, within the same calendar day, place temporary pavement markings by painting, if the permanent markings cannot be placed the same day to match existing pavement markings on milled or resurfaced pavements. No work will be allowed to proceed the following day if the pavement markings are not in place. The cost for temporary pavement markings shall be included in the lump sum pay item 150-1000 – Traffic Control.
- 4.6** The Bidder is responsible for picking up, erecting and maintaining the temporary SPLOST identification signs. All work, materials and labor necessary for this task shall be included in the lump sum pay item 150-1000 – Traffic Control. The Bidder

is responsible for returning these signs to the City after Project is complete.

5. LINES, GRADES, AND MEASUREMENTS

- 5.1** Such stakes and markings as the City may set for the City or the Bidder's guidance shall be preserved by the Bidder. Failure to protect such stakes or markings, or gross negligence on the Bidder's part resulting in loss of same, may result in the Bidder being charged for its replacement.
- 5.2** The Bidder must exercise proper care and caution to verify the grades and figures given before proceeding with the work. The Bidder must be responsible for any damaged or defective work caused by its failure to provide proper care and caution. The Bidder must promptly notify the City of any errors or discrepancies discovered in order for the proper corrections to be made.
- 5.3** The Bidder must verify all dimensions before ordering material or performing any work which is dependent upon proper size or installation upon coordination with conditions. No consideration will be given on any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the City for resolution before proceeding with the work.

6. UTILITIES, PROTECTION OF WORK, PROPERTY, AND PERSONS

- 6.1** The Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Bidder must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby. All the work, materials, or equipment whether in storage on or off the site, and other properties at the site or adjacent thereto, including, but not limited to: trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- 6.2** The Bidder shall erect and maintain, as required by the conditions and progress of the work, all necessary warning safeguards for devices and the safety and protection of the work, the public, and adjoining properties.
- 6.3** If existing utilities or structures are indicated by the Contract, no warranty is made as to the accuracy or completeness of such indication. The Bidder must comply with all applicable State law concerning the marking and location of existing utilities.
- 6.4** The Bidder must, prior to commencing other on-site work, accurately locate above and below ground utilities and structures, which may be affected by the work, using whatever means may be appropriate. The Bidder must mark the location of existing utilities and structures, not otherwise readily visible, with flags,

stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. The Bidder must notify the City promptly on discovery of any conflict between the Contract plans and any existing facility.

- 6.5** The Bidder must contact utility companies to identify adjacent utilities prior to beginning construction operations. If any utility identifies conflicts with construction operations, the Bidder must notify the CEI prior to commencement of construction operations in the affected area.
- 6.6** All existing utilities, both public and private, including but not limited to: sewer, gas, electrical, and telephone services, shall be protected and their operation shall be maintained throughout the course of the work. Any temporary shutdown of an existing service shall be arranged between the Bidder and the responsible agency. The Bidder must assume full responsibility and hold the City harmless from the result of any damage that may occur as a result of the Bidder's activities in this regard.
- 6.7** In emergencies affecting the safety of persons or damages to the work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Bidder, upon notification to the City, shall act to prevent threatened damage, injury, or loss.

7. GRASSING - See GDOT Special Provision 700 for Reference and Guide

- 7.1** Final acceptance of the work will not be issued until a permanent stand of grass has been established throughout all disturbed areas. The Bidder may elect to place sod in lieu of permanent grass seed if the work is completed outside of the permanent grassing season as specified in Section 700 of GDOT Special Provisions. No adjustment in unit price will be made if the Bidder elects to utilize sod in lieu of permanent grass seed.

8. LAND AND RIGHTS-OF-WAY

- 8.1** Prior to entering on any land or right-of-way, the Bidder must ascertain the requirements of applicable permits or easements obtained by the City, and shall conduct its work in accordance with requirements thereof including the giving of notice. The Bidder shall be fully responsible for performing work to the requirements of any permit or easement granting entity even though such requirements may exceed or be more stringent than that otherwise required by the Contract and shall compensate the City fully for any loss or expense arising from failure of the Bidder to perform as required by such entity.

- 8.2** The Bidder shall provide at its own expense, without liability to the City, any additional land and access thereto that the successful Bidder may desire for temporary construction facilities, or for storage of materials.
- 8.3** The Bidder upon approval of the CEI may trim trees to a point above the work area as necessary for the safe and continuous operation of the equipment. If trimming of any tree is necessary, the cost of that work shall be included in the overall bid price for the project.

9. CLEANING UP

- 9.1** The Bidder shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's employees or work. Upon completion of the work, the Bidder shall remove all its plants, tools, materials, and other articles from the property of the City. Cleanup of roadways is required after each operation (i.e. milling, patching, resurfacing, etc.). Final restoration and clean-up work shall be performed immediately after a street is completed. Sweeping of debris into gutters or sides of roads is not acceptable. All loose debris shall be removed from the roadway surface within twenty-four (24) hours after resurfacing. Work will not be allowed to proceed and progress payments will be withheld until cleanup has been completed as directed by the City Construction Engineering Inspector (CEI).
- 9.2** If the Bidder fails to clean up as provided in the Contract, the City may do so and the cost thereof shall be charged to the Contractor. The Bidder shall ensure that neither it, its subcontractors nor their employees or agents bring any hazardous materials or other materials/waste regulated by state, federal or local law, which are not commonly used in the construction process or which are not listed in any Specifications for the Project onto the Project site without first obtaining the City's advance written approval. The Bidder shall ensure that any hazardous materials/waste or other materials/waste regulated by state, federal or local law that the Contractor, its Sub-contractors or their employees or agents bring onto or generate at the project site are handled in accordance with all applicable laws.
- 9.3** The Bidder shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Bidder shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Bidder or the City.
- 9.4** The Bidder shall maintain and keep clean at all times the immediate approach to the Project site including the roads abutting the Project site.

10. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

- 10.1** The Bidder shall be responsible for the preservation of all public and private property including but not limited to: mailboxes, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc., along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration or destruction of such property is provided for under this Contract.
- 10.2** When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof by the Bidder, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done. The Bidder shall correct all disturbed areas in an acceptable manner before payment will be made.

11. RESPONSIBILITY OF BIDDER

- 11.1** The Bidder shall perform a site visit prior to bid submission to assess the scope of the work required. Any quantities given are approximate and should be verified by the Bidder.
- 11.2** The Bidder shall not salvage any material from the project site within the construction limits. The Bidder must properly dispose all materials removed from the construction site within the project limits.
- 11.3** The Bidder shall be responsible for locating and providing an environmentally approved disposal area for this project. The disposal sites must be approved by the Engineer prior to any work on this item.
- 11.4** The Bidder shall be responsible for any dumping fees for this project.
- 11.5** The Bidder shall complete the work within the existing right-of-way and/or project limits.
- 11.6** The Bidder must verify all dimensions and elevations in the field prior to ordering materials or the start of construction.
- 11.7** The Bidder shall be responsible for stabilizing any areas disturbed as a result of the Bidder's construction activities. Permanent stabilization shall be done in accordance with GDOT specifications. Payment for stabilizing disturbed areas will be included in price submitted for each structure under pay item # 550.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

**ATTACHMENT B
BID COST FORM**

ATTACHMENT B BID COST FORM

(PLEASE PROVIDE PRICING IN BIDNET)

Please provide a price for each item listed, including all costs, direct and indirect, administrative cost, and all things necessary for providing Construction Services as specified in Attachment A, Scope of Services, and as better described/depicted in the construction plans.

RIVERTOWN ROAD AT CEDAR GROVE ROAD IMPROVEMENT PROJECT ROUNDABOUT

Item Number	GDOT Item #	Item Description	Quantity	Units	Unit Price	Cost
1	150-1000	TRAFFIC CONTROL	1	LS		
2	210-0100	GRADING COMPLETE	1	LS		
3	310-5060	GR AGGR BASE CRS. 6 INCH, INCL MATL	725	SY		
4	310-5080	GR AGGR BASE CRS. 8 INCH, INCL MATL	220	SY		
5	310-5100	GR AGGR BASE CRS. 10 INCH, INCL MATL	6200	SY		
6	402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	50	TN		
7	402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	500	TN		
8	402-3121	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2. INCL BITUM & H LIME	1125	TN		
9	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	700	TN		
10	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2. INCL BITUM & H LIME	600	TN		
11	413-0750	TACK COAT	760	GAL		
12	432-5010	MILL ASPHALT CONC PVM, VARIABLE DEPTH	1000	SY		
13	439-0022	PLAIN PC CONC PVM, CL 3 CONC, 10 IN THK	300	SY		
14	441-0016	DRIVEWAY CONCRETE 6 IN TK	160	SY		
15	441-0104	CONC. SIDEWALK, 4 IN.	1600	SY		
16	441-0303	CONC SPILLWAY, TP 3	1	EA		
17	441-0754	CONCRETE MEDIAN, 7 1/2 IN	550	SY		
18	441-4020	CONC. VALLEY GUTTER, 6 IN.	230	SY		
19	441-4030	CONC. VALLEY GUTTER, 8 IN.	205	SY		
20	441-4124	CONC GUTTER WITH RAISED EDGE, 6 IN X 24 IN	75	LF		
21	441-5002	CONCRETE HEADER CURB, 6 IN. TP 2	70	LF		
22	441-5008	CONCRETE HEADER CURB, 6 IN. TP 7	215	LF		
23	441-5025	CONCRETE HEADER CURB, 4 IN. TP 9	280	LF		
24	441-6012	CONC. CURB & GUTTER, 6 IN. X 24 IN., TP 2	3175	LF		
25	441-7011	CURB CUT WHEELCHAIR RAMP, TYPE A	2	EA		
26	441-7014	CURB CUT WHEELCHAIR RAMP, TYPE D	1	EA		
27	441-9999	CONCRETE SIDEWALK, 4 IN, STAMPED CONC TILE, RED BRICK PTRN	600	SY		
28	446-1100	PVM REINF FABRIC STRIPS, 18 IN WIDTH	425	LF		
29	500-3200	CLASS B CONCRETE	3	CY		
30	500-9999	CLASS B CONC, BASE OR PVM WIDENING	25	CY		
31	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	1900	LF		
32	550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	190	LF		
33	550-2180	SIDE DRAIN PIPE, 18 IN, H 1-10	30	LF		
34	550-3318	SAFETY END SECTION 18 IN, STORM DRAIN, 4:1 SLOPE	2	EA		
35	550-4118	FLARED END SECTION 18 IN, SIDE DRAIN	2	EA		
36	550-4218	FLARED END SECTION 18 IN, STORM DRAIN	1	EA		
37	603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	20	SY		
38	603-7000	PLASTIC FILTER FABRIC	20	SY		
39	620-0100	TEMPORARY BARRIER, METHOD NO. 1	50	LF		

40	668-1100	CATCH BASIN, GP 1	18	EA		
41	668-1110	CATCH BASIN, GP 1, ADDL DEPTH	5	LF		
42	668-2100	DROP INLET, GP 1	3	EA		
43	668-4300	STORM SEWER MANHOLE, TP 1	1	EA		
44	668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	2	LF		
45	704-3000	LANDSCAPING (ROUNDAABOUT CENTER ISLAND)	1	LS		
46	634-1200	RIGHT OF WAY MARKERS	4	EA		
47	634-1201	RIGHT OF WAY, PROPERTY LINE IRON PIN	6	EA		
48	636-1033	HIGHWAY SIGNS, TP 1 MATL. REFL SHEETING, TP 9	25	SF		
49	636-1036	HIGHWAY SIGNS, TP 1 MATL. REFL SHEETING, TP 11	150	SF		
50	636-1041	HIGHWAY SIGNS, TP 2 MATL. REFL SHEETING, TP 9	30	SF		
51	636-2070	GALV STEEL POSTS, TP 7	160	LF		
52	636-2090	GALV STEEL POSTS, TP 9	245	LF		
53	653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	3	EA		
54	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	3600	LF		
55	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	2775	LF		
56	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	500	LF		
57	653-4830	THERMOPLASTIC SKIP TRAF STRIPE, 18 IN, WHITE	100	GLF		
58	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	325	SY		
59	653-9001	THERMOPLASTIC YIELD LINE CHEVRONS, WHITE	10	SY		
60	654-1001	RAISED PVMT MARKERS, TP 1	130	EA		
61	163-0232	TEMPORARY GRASSING	1.25	AC		
62	163-0240	MULCH	50	TN		
63	163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	2	EA		
64	163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	3	EA		
65	163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAN RIP RAP/SAND BAGS	27	EA		
66	163-0550	CONSTRUCT & REMOVE INLET SEDIMENT TRAP	21	EA		
67	165-0030	MAINTENANCE OF SILT FENCE, TP C	700	LF		
68	165-0040	MAINTENANCE OF EROSION CONTROL CHECK DAMS/DITCH CHECKS	27	EA		
69	165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	3	EA		
70	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	2	EA		
71	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	21	EA		
72	165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA	1	EA		
73	167-1000	WATER QUALITY MONITORING AND SAMPLING	2	EA		
74	167-1500	WATER QUALITY INSPECTIONS	12	MO		
75	171-0030	TEMPORARY SILT FENCE, TYPE C	1400	LF		
76	700-6910	PERMANENT GRASSING	1.25	AC		
77	700-7000	AGRICULTURAL LIME	1	TN		
78	700-8000	FERTILIZER MIXED GRADE	1	TN		
79	700-8100	FERTILIZER NITROGEN CONTENT	225	LB		
80	700-9300	SOD	900	SY		
81	500-3200	CLASS B CONCRETE (FOR THRUST RESTRAINTS)	0.6	CY		

82	611-8120	ADJUST WATER METER BOX TO GRADE	4	EA		
83	611-8140	ADJUST WATER VALVE BOX TO GRADE	2	EA		
84	670-4000	FIRE HYDRANT	3	EA		
85	670-9730	RELOCATE EXIST WATER METER, INCL BOX	1	EA		
86	670-9920	REMOVE EXISTING FIRE HYDRANT	3	EA		
87	INCIDENTAL ITEM	WATER MAIN, 6 IN, RESTRAINED JOINT FOR HYDRANT	30	LF		
88	INCIDENTAL ITEM	WATER SERVICE LINE 3/4" FOR METER RELOCATION	10	LF		

TOTAL BID

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request approval to award the contract for ITB #23-71 TSPLOST Road Resurfacing Project

DATE: September 26, 2023

SUBJECT: Request approval to award the contract for ITB #23-71 TSPLOST Road Resurfacing Project

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ITB #23-71 TSPLOST II Resurfacing	Cover Memo	9/24/2023

ATTACHMENT A SCOPE OF SERVICES

ATTACHMENT A SCOPE OF SERVICES

This Road Resurfacing project will involve the resurfacing and stripping of selected roads located in the City of South Fulton utilizing the Transportation Special Purpose Local Option Sales Tax (TSPLOST II). The roads will be resurfaced and striped per Georgia Department of Transportation (GDOT) standards and specifications. The roadways generally fall into three separate categories:

A. Resurfacing of Corridors

The work will include resurfacing roadways which are generally classified as minor and major arterial roads. The roads to be resurfaced may have either existing concrete curb and gutter sections or will be flush with the shoulder of the road. The work will include having the contractor complete all necessary preparation work (e.g., milling, full depth patching, single surface treatment, and crack sealing). The roads will then be resurfaced in a manner that will provide uniformity of the asphalt. After resurfacing, all existing pavement markings, line striping and raised pavement markers will be reinstalled. All preparation work, milling, pavement markings, and resurfacing beginning and ending limits of the roads will be field verified by the Contractor and the Transportation Project Manager before commencing work along the corridor.

B. Subdivision Resurfacing

The work will include resurfacing all roadways within the identified subdivisions. The roads to be resurfaced may have either existing concrete curb and gutter sections or will be flush with the shoulder of the road. The work will include having the contractor complete all necessary preparation work (e.g., milling, full depth patching, single surface treatment, and crack sealing). The roads will then be resurfaced in a manner that will provide uniformity of the asphalt. After resurfacing, all existing pavement markings, line striping and raised pavement markers will be reinstalled. Milling of the existing asphalt surface is not expected to be required for some roadways. All preparation work, pavement markings, and resurfacing beginning and ending limits of the roads will be field verified by the Contractor and the Transportation Project Manager before commencing work along the corridor. Within twenty-four (24) hours after completing the resurfacing of a subdivision road, the contractor shall use a street sweeper to clean each street and remove all debris out of the curb and gutter.

C. Subdivision Toppings

The primary work is to resurface the final asphalt topping layer.

This term of the contract will be for one (1) year of road maintenance of all categories, beginning in the fiscal year 2023, with the option for three (3) renewals. The 2023 project should commence as soon as possible. The 2024 project should commence no later than March 31, 2024. The 2025 project should commence no later than March 31, 2025. The bidder will provide a bid for the scope of the project as defined for FY 2023. The bidders quote will be adjusted in accordance with the Asphalt Index Formula for the three ensuing years of 2024, 2025, and then 2026. The forecasted quantities for the entire program (denoted as Group Sets #1, #2, #3) are described in this ITB.

GENERAL NOTES:

1. The contractor and the City will conduct one (1) contract and pre-construction meeting prior to each year's paving. The contractor and the City will discuss the terms of the contract as well as the schedule for the Work. The contractor shall submit a construction schedule to the city one week before the meeting. The work is to be assigned to the contractor by geographical areas unless scheduling and coordination dictates otherwise.
2. The contractor is responsible for calling for utility locations prior to the start of work. It shall be the contractor's responsibility to coordinate his work with any utility owner who may be in conflict with his work. No claims will be considered for extra compensation.
3. Any item which must be removed during the construction work and is not specifically called for shall be removed by the contractor. The cost shall be included in another unit price bid. No claims will be considered for extra compensation.
4. The general descriptions of each item of work are as described in the Georgia Department of Transportation's standards and specifications (2013 Edition, and the applicable Special Provisions and Supplemental Specifications modifying the 2013 standard specifications), complete and accepted. Any conflicts which might occur during the course of the construction work or any conflicts which might be related to the compensation of any work shall be decided based on the Georgia DOT's standards and specifications. No claims will be considered for extra compensation.
5. Upon the completion of each street, any excess items which might be left over from the construction-related work, including asphalt pieces / excess aggregate, shall be removed, or broomed off and disposed of properly by the contractor within 24 hours. Upon completion of each geographical area, the contractor shall use a street sweeper on all streets. The cost for such removal and disposal of such items will be included in other unit price bid. No claims will be considered for extra compensation. NOTE: In the event contractor fails to sweep road within 24 hours, City may direct clean-up BY OTHERS, in which case this cost would be deducted from contractor's payment.
6. Proof of Commercial general liability insurance with coverage of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of the City under the Contract.
7. The contractor shall be responsible for ensuring all cross-slopes are within tolerance per GDOT specifications and proper drainage flow is achieved. In particular, the contractor shall restore proper drainage flow at intersections to prevent ponding along the radius. At no cost to the City, the contractor will be liable for cleaning out any drainage system that roadway material that enters the drainage system during the term of the project.
8. Contractor shall resurface and stripe these roads according to the standards set by Georgia Department of Transportation (GDOT). Temporary Striping shall be installed immediately following resurfacing completion of each road. Final Striping shall be completed not later than 60 days after temporary striping.
9. Overall unit prices to include traffic control, mobilization, vacuum sweeping, no separate payment will be made.

10. City of South Fulton will have an inspector on site during the preparation work, milling, and resurfacing activities for this project. Final approval of the resurfaced roads will be given by the Director of Public Works. All signage will be installed and removed by the contractor.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

PROJECT DESCRIPTION:

Contractor shall furnish all materials, labor, tools, equipment, and appurtenances necessary for preparing, milling, and resurfacing the roads as listed below for the term of the of the contract in the City of South Fulton as follows:

TSPLOST II – Group Set #1 (FY 2023)

A. Resurfacing of Corridors

Street Name	From	To	Length (Mi)	Road Width (Ft)	Patching Estimate (Tons)	Topping Estimate (Tons)
GRAHAM DR	OAKLEY INDUSTRIAL BLVD	CITY LIMITS	0.80	25.00	415.00	968.00
KOWETA TRL	KOWETA RD	END	0.22	25.00	75.00	266.20
OLD CAMPBELLTON RD SW	CAMPBELLTON RD SW	ROCKY HEAD RD SW	0.44	25.00	420.00	571.73
WESTLAKE PKWY SW	END	CAMP CREEK PARKWAY	0.70	30-60	3,924.62	1,962.31
GARRISON DR	AUSTIN RD	END	0.14	25.00	240.00	169.40
COLONIST DR	MCCLURE LAKE RD	LINE CREEK RD	0.40	25.00	200.00	484.00
MCCLURE LAKE RD	CAMPBELLTON FAIRBURN RD	END	0.21	25.00	125.00	254.10
LINE CREEK RD	CAMPBELLTON FAIRBURN RD	END	0.21	25.00	150.00	254.10
DELANO RD	ROOSEVELT HWY	END	1.00	25.00	2,461.25	1,230.63
RESEARCH CENTER ATLANTA DR SW	CASCADE RD SW	CUL-DE-SAC	0.57	25.00	450.00	1,233.97
BAKERS FERRY RD SW	BOAT ROCK RD SW	FULTON INDUSTRIAL BLVD	0.46	25.00	270.00	769.04
VILLAGE DR SW	END	FAIRBURN RD SW	0.37	25.00	160.00	447.70
WHITE CITY RD	ROOSEVELT HWY	CITY LIMIT	0.67	30-60	235.00	810.70
Totals:			6.19		9,125.87	9,421.87

B. Subdivision Resurfacing

Subdivision	Road Name	Starting	Ending	Road Width (ft)	Road Length (Mi)	Patching Estimate (Tons)	Topping Estimate (Tons)
CASCADE MANOR	MANOR HILLS LN SW	CASCADE RD SW	CUL-DE-SAC	26	0.18	145.00	309.01
	MAJESTIC OAKS WAY SW	CUL-DE-SAC	MANOR HILLS LN SW	26	0.05	125.00	145.42
Subtotal					0.23	270.00	454.43
JOSHUA CROSSING	JOSHUA WAY	BETHSAIDA RD	CUL-DE-SAC	26	0.19	265.00	321.60
Subtotal					0.19	265.00	321.60
SHOALS CREEK	KAYLA CT	CUL-DE-SAC	KAYLA CT	26	0.32	355.00	567.69
	SHOALS CREEK DR	FLAT SHOALS RD	KAYLA CT	26	0.04	25.00	50.34
Subtotal					0.36	380.00	618.03
KIMBERLY, UNITS 3, 4A, 4B	ADENA LN EAST	KIMBERLY MILL RD	CUL-DE-SAC	26	0.03	60.00	89.71
	ADENA LN WEST	KIMBERLY MILL RD	CUL-DE-SAC	26	0.06	55.00	128.20
	CAINWOOD DR	FORESTSIDE LN	KIMBERLY MILL RD	26	0.29	210.00	357.50
	BAXLEY WAY	KIMBERLY MILL RD	CAINWOOD DR	26	0.08	70.00	104.87
	BAXLEY COURT	KIMBERLY MILL RD	CUL-DE-SAC	26	0.05	85.00	120.69
	WEST FORESTSIDE COURT	KIMBERLY MILL RD	CUL-DE-SAC	26	0.03	70.00	92.09
	FORESTSIDE CT	FORESTSIDE LN	CUL-DE-SAC	26	0.02	50.00	77.79
	CAINWOOD CT EAST	CAINWOOD DR	CUL-DE-SAC	26	0.02	45.00	75.41
	CAINWOOD CT WEST	KIMBERLY MILL RD	CUL-DE-SAC	26	0.02	60.00	77.79
	WOODBURN CT	KIMBERLY MILL RD	CUL-DE-SAC	26	0.09	75.00	168.36
	WINKFIELD PL	KIMBERLY MILL RD	BETHSAIDA RD	26	0.27	165.00	339.77
	WINKFIELD CT	WINKFIELD PL	CUL-DE-SAC	26	0.02	25.00	107.67
	WINKFIELD PT	WINKFIELD PL	CUL-DE-SAC	26	0.05	80.00	145.42
Subtotal					1.02	1,050.00	1,885.24
AUTUMN LAKES, UNITS 2 & 3	SHERTALL RD	CRAWFORD CT	LAKE FORGE	26	0.26	200.00	327.18
	FLYAWAY RD	LAKE FORGE	SHERTALL RD	26	0.16	250.00	201.34
	LAKE FORGE	CRAWFORD CT	SHERTALL RD	26	0.09	75.00	113.26
	CRAWFORD CT	LAKE FORGE	VOLION DR	26	0.24	220.00	302.02

Subtotal					0.75	745.00	943.80
BENTWOOD VILLAGE	EAST VILLAGE CT	BETHSAIDA RD	CUL-DE-SAC	26	0.12	85.00	233.51
	HAYMARKET CT	EAST VILLAGE CT	CUL-DE-SAC	26	0.05	25.00	145.42
	WEST VILLAGE CT	EAST VILLAGE CT	CUL-DE-SAC	26	0.11	50.00	220.92
Subtotal					0.28	160.00	599.85
LAKESIDE MANOR	STONEMEADE CT SW	OLD FAIRBURN RD	END	26	0.10	355.00	208.34
Subtotal					0.10	355.00	208.34
CASCADE GLEN	BEECHCREST RD SW	CASCADE RD	CUL-DE-SAC	26	0.17	100.00	296.43
	HICKORY GLEN LN SW	BEECHCREST RD SW	CUL-DE-SAC	26	0.12	85.00	233.51
	OLD OAK CT SW	CUL-DE-SAC	HICKORY GLEN LN SW	26	0.02	45.00	107.67
	CHINKAPIN CIR SW	BEECHCREST RD SW	CUL-DE-SAC	26	0.01	25.00	95.08
Subtotal					0.32	255.00	732.69
OAKLEAF MANOR	OAKLEAF PASS	OLD JONESBORO RD	CUL-DE-SAC	26	0.36	150.00	618.02
	VOLION PKWY	CUL-DE-SAC	OAKLEAF PASS	26	0.17	45.00	296.43
	BATTLE PASS	OAKLEAF PASS	VOLION PKWY	26	0.04	30.00	50.34
Subtotal					0.57	225.00	964.79
WALDEN PARK	SIMON ST	AILEY AVE	CUL-DE-SAC	26	0.08	30.00	265.67
	RENAISSANCE CIR	THOREAU CIR	WALDEN BLVD	26	1.56	300.00	1,963.10
	CONCORD LOOP	RENAISSANCE CIR	THOREAU CIR	26	0.22	55.00	276.85
	HAYES CT (NORTH SEGMENT)	CONCORD LOOP	CUL-DE-SAC	26	0.15	30.00	353.76
	GARLAND CIR	RENAISSANCE CIR	GARLAND CIR	26	0.32	40.00	402.69
	WALDEN BLVD	EVERGREEN TRL	RENAISSANCE CIR	26	0.76	190.00	956.38
	THOREAU CIRCLE	CASCADE PALMETTO RD	RENAISSANCE CIRCLE TRAFFIC CIRCLE	26	0.41	180.00	515.94
	THOREAU CIRCLE	TOWN SQUARE CIRCLE ROAD		26	0.27	120.00	339.77
Subtotal					3.77	945.00	5,074.16
Totals:					7.59	4,650.00	11,802.92

C. Subdivision Toppings

Subdivision	Road Name	Starting	Ending	Road Width (ft)	Road Length (Mi)	Patching Estimate (Tons)	Topping Estimate (Tons)
PARKVIEW ESTATES	ROSEHALL PLACE	UNION ROAD	BIGSAGE DRIVE	25	0.44	389.11	692.08
	MILLBERRY ROAD	ROSEHALL PLACE	CUL-DE-SAC	25	0.06	20.00	151.25
	THORNBUD ROAD	ROSEHALL PLACE	BARRICADE	20	0.05	20.00	49.50
	TRIMROSE COURT	ROSEHALL PLACE	BIGSAGE DRIVE	20	0.15	137.33	146.67
	BIGSAGE DRIVE	ROSEHALL PLACE	4127 BIGSAGE DRIVE	20	0.18	20.00	170.50
Subtotal					0.88	586.44	1210.00
ROSE CREST	ROCK ROSE LANE	7798 ROCK ROSE LANE	CUL-DE-SAC	25	0.25	324.33	380.42
Subtotal					0.25	324.33	380.42
CEDAR GROVE VILLAGE	VILLAGE LOOP 1	5667 VALLEY LOOP	END (GATE)	25	0.25	80.50	302.50
	VILLAGE LOOP 2	SLENDIDA COURT	VALLEY LOOP 1	25	0.16	71.94	194.79
	PIKEFARM TRAIL	VALLEY LOOP 1	SPLENDIDA COURT	25	0.16	58.96	194.79
	SPLENDIDA COURT	PIKEFARM TRAIL	VALLEY LOOP 2	25	0.07	30.69	80.21
	ANKARA COURT	VALLY LOOP 2	CUL-DE-SAC	25	0.04	37.11	128.33
Subtotal					0.68	279.20	900.62
OAKS AT FLAT SHOALS	OAK BEND COURT	FLAT SHOALS ROAD	CUL-DE-SAC	20	.30	120.22	375.83
	SHOALS BEND COURT	SHOALS BEND COURT	END	20	.02	26.36	23.83
	SHOALS OAK COURT	SHOALS OAK COURT	CUL-DE-SAC	20	.06	20.00	137.50
Subtotal					0.38	166.58	537.16
Totals:					2.19	1,356.55	3,028.20

**ATTACHMENT B
BID COST FORM**

ATTACHMENT B BID COST FORM

(PLEASE PROVIDE PRICING IN BIDNET)

Please provide a price for each item listed, including all costs, direct and indirect, administrative cost, and all things necessary for TSPLOST II Road Resurfacing as specified in Attachment A, Scope of Services.

ITEM# 1 - Furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the ITB # 23-71 TSPLOST II ROAD RESURFACING PROJECT of South Fulton for the roads listed in the Scope of Work and Technical Specifications per year.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER. THE BASE BID IS THE SUM OF THE INDIVIDUAL QUANTITIES ESTABLISHED FOR THE FIRST YEAR OF THE PROGRAM TIMES UN.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

UNIT PRICE SCHEDULE

TSPLOST II Group Set #1, Set # 2, and Set # 3

Item No.	GDOT Item #	Approximate Quantity	Unit of Measure	Item	Unit Price	Subtotal Amount
005	310-1101	600	TN	GR AGGR BASE CRS, INCL MATL		
010	402-1802	24,653	TN	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME		
015	402-1812	4,500	TN	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME		
020	402-3102	75,258	TN	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, BLEND 1, INCL BITUM MATL & H LIME		
025	402-3130	4,500	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME		
030	413-0750	72,845	GL	TACK COAT		
035	432-5010	858,212	SY	MILL ASPH CONC PVMT, VARIABLE DEPTH		
040	653-0120	120	EA	THERMOPLASTIC PVMT MARKING, ARROW, TP 2		
045	653-0130	4	EA	THERMOPLASTIC PVMT MARKING, ARROW, TP 3		
050	653-0210	56	EA	THERMOPLASTIC PVMT MARKING, WORD, TP 1		
055	653-0220	15	EA	THERMOPLASTIC PVMT MARKING, WORD, TP 2		
060	653-1704	955	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE		
065	653-1804	3,720	LF	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE		
070	653-2501	51.25	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE		

075	653-2502	51.25	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW		
080	653-4501	1.33	GLM	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE		
085	653-6004	942	SY	THERMOPLASTIC TRAF STRIPING, WHITE		
090	653-6006	7,960	SY	THERMOPLASTIC TRAF STRIPING, YELLOW		
095	654-1001	6,950	EA	RAISED PVMT MARKERS TP 1		
100	654-1003	1,500	EA	RAISED PVMT MARKERS TP 3		
Total Bid Amount						

**BID FORM TABLE MUST BE COMPLETED WITH UNIT PRICES SUBJECT TO
ADJUSTMENT FOR 3 SUBSEQUENT YEARS OF RENEWAL OF THE PROGRAM**

\$ _____
(Dollars) Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the City.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

**BASE BID AMOUNT
TSPLOST II Group Set #1**

Item No.	GDOT Item #	Approximate Quantity	Unit of Measure	Item	Unit Price	Subtotal Amount
005	310-1101	200	TN	GR AGGR BASE CRS, INCL MATL		
010	402-1802	15,133	TN	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME		
015	402-1812	1,500	TN	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME		
020	402-3102	24,253	TN	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, BLEND 1, INCL BITUM MATL & H LIME		
025	402-3130	1,500	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME		
030	413-0750	26,539	GL	TACK COAT		
035	432-5010	293,975	SY	MILL ASPH CONC PVT, VARIABLE DEPTH		
040	653-0120	43	EA	THERMOPLASTIC PVT MARKING, ARROW, TP 2		
045	653-0130	2	EA	THERMOPLASTIC PVT MARKING, ARROW, TP 3		
050	653-0210	15	EA	THERMOPLASTIC PVT MARKING, WORD, TP 1		
055	653-0220	5	EA	THERMOPLASTIC PVT MARKING, WORD, TP 2		
060	653-1704	237	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE		
065	653-1804	1,300	LF	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE		
070	653-2501	8.0	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE		
075	653-2502	8.0	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW		
080	653-4501	0.85	GLM	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE		
085	653-6004	151	SY	THERMOPLASTIC TRAF STRIPING, WHITE		
090	653-6006	1,620	SY	THERMOPLASTIC TRAF STRIPING, YELLOW		
095	654-1001	1,015	EA	RAISED PVT MARKERS TP 1		
100	654-1003	500	EA	RAISED PVT MARKERS TP 3		
Total Bid Amount						

ORIGINAL PRICES SUBMITTED WILL BE APPLIED FOR YEAR 1, THEN SUBJECT TO ADJUSTMENT BASE ON THE ASPHALT COST INDEX FOR RENEWALS ON ENSUING 3 YEARS (FY 2024, FY 2025, FY 2026) FOR THE DURATION OF THE CONTRACT.

Overall unit prices to include traffic control, mobilization, vacuum sweeping, manhole adjustments, no separate payment will be made.

TSPLOST II – Group Set #2 (FY 2024)

A. Resurfacing of Corridors

Street Name	From	To	Length (Mi)	Road Width (Ft)	Patching Estimate (Tons)	Topping Estimate (Tons)
GWENDOLINE DR	OLD FAIRBURN RD	OLD FAIRBURN RD	0.44	25.00	180.00	532.40
OLD FAIRBURN RD	BUFFINGTON RD	GWENDOLINE DR SW	0.31	25.00	50.00	375.10
BISHOP RD	HERNDON ROAD	RIVERTOWN ROAD	1.67	25.00	365.00	2,085.33
HOBGOOD RD	ROOSEVELT HWY	RIVERTOWN RD	2.36	25.00	230.00	2,952.79
ALBANIA DR	CITY LIMIT (JONESBORO RD)	BETHSAIDA DR	0.33	25.00	30.00	551.93
MILES RD	ENON RD	UNION RD SW	0.53	25.00	350.00	725.18
ONO RD	WILKERSON MILL RD	HOBGOOD RD	2.05	25.00	275.00	2,480.50
PITTMAN RD	STONEWALL TELL RD	BUTNER RD	1.26	25.00	620.00	1,670.08
DERRICK RD	SOUTH FULTON PKWY	KOWETA RD	1.05	25.00	905.00	1,630.20
MASON RD	ROOSEVELT HWY	CITY LIMITS	1.16	25.00	45.00	1,461.35
Totals:			11.16		3,050.00	14,464.84

B. Subdivision Resurfacing

Subdivision	Road Name	Starting	Ending	Road Width (ft)	Road Length (Mi)	Patching Estimate (Tons)	Topping Estimate (Tons)
CAMBRIDGE COMMONS	ABERCORN DR SW	REYNOLDS RD SW	CUL-DE-SAC	26	0.95	605.00	1,401.73
	BELGRAVE CT SW	ABERCORN DR SW	CUL-DE-SAC	26	0.03	25.00	120.25
	CAXTON CT SW	ABERCORN DR SW	CUL-DE-SAC	26	0.08	25.00	183.17
	SHEFFIELD CT SW	CUL-DE-SAC	CUL-DE-SAC	26	0.17	25.00	378.93
	DRAYCOTT CT SW	ABERCORN DR SW	CUL-DE-SAC	26	0.13	40.00	246.09
	EPWORTH CT SW	DRAYCOTT CT SW	CUL-DE-SAC	26	0.03	25.00	120.25
	AMESBURY CV SW	CUL-DE-SAC	ABERCORN DR SW	26	0.03	25.00	120.25
	KENTON CT SW	CUL-DE-SAC	ABERCORN DR SW	26	0.08	25.00	183.17
Subtotal					1.50	795.00	2,753.84
PARKSIDE-FULTON COUNTY	WILLOW PARK BLVD	PLEASANT HILL RD	CUL-DE-SAC	26	0.30	25.00	542.52
	WILLOW ASH DR	CUL-DE-SAC	WILLOW PARK BLVD	26	0.07	25.00	170.59

	OAK PARK TER	CUL-DE-SAC	WILLOW PARK BLVD	26	0.04	25.00	132.84
	OAK PARK SQ	WILLOW PARK BLVD	CUL-DE-SAC	26	0.04	25.00	132.84
	WILLOW PARK TRL	WILLOW PARK BLVD	CUL-DE-SAC	26	0.13	55.00	246.09
Subtotal					0.58	155.00	1,224.88
HIGHLAND LAKE	HIGHLAND LAKE DR	OLD FAIRBURN RD	CUL-DE-SAC	26	0.91	405.00	1,227.64
	HIGHLAND LAKE CT	HIGHLAND HILL DR	CUL-DE-SAC	26	0.05	25.00	145.42
	HIGHLAND HILL DR	HIGHLAND LAKE DR	CUL-DE-SAC	26	0.24	80.00	384.52
	HIGHLAND OVERLOOK	HIGHLAND LAKE DR	CUL-DE-SAC	26	0.05	25.00	145.42
	HIGHLAND LAKE VW	HIGHLAND LAKE DR	CUL-DE-SAC	26	0.09	25.00	195.76
	HIGHLAND LAKE TRCE	HIGHLAND LAKE DR	CUL-DE-SAC	26	0.14	25.00	258.68
Subtotal					1.48	585.00	2,357.43
PITTMAN PARK	HARRIER LN	PITTMAN RD	DINMONT CHS	26	0.40	125.00	503.36
Subtotal					0.40	125.00	503.36
RETREAT AT JONES MILL	SHAMROCK DR	JONES RD	JONES RD	26	0.55	155.00	692.12
Subtotal					0.55	155.00	692.12
HERRON CREEK	HERRON DR SW	UNION RD SW	HERRON TRAIL SW	26	0.13	45.00	163.59
	HERRON TRAIL SW	CUL-DE-SAC	HERRON LN	26	0.61	150.00	850.12
	BROOKLAKE	HERRON TRAIL SW	CUL-DE-SAC	26	0.02	25.00	107.67
	HERRON PASS	HERRON TRAIL SW	HERRON LN	26	0.09	25.00	113.26
	HERRON LN	CUL-DE-SAC	CUL-DE-SAC	26	0.53	25.00	831.95
	HERRON WAY SW	HERRON LN	CUL-DE-SAC	26	0.03	25.00	120.25
	HERRON CV	HERRON LN	CUL-DE-SAC	26	0.07	25.00	170.59
	HERRON TRL	HERRON LN	CUL-DE-SAC	26	0.04	25.00	132.84
	HERRON TRCE	HALCYON DR	CUL-DE-SAC	26	0.09	25.00	195.76
	HALCYON DR	THAMES RD SW	HERRON TRL SW	26	0.55	565.00	692.12
	HERRON POINT	HALCYON DR	CUL-DE-SAC	26	0.02	25.00	107.67

	PEACEVALLEY DR SW	HALCYON DR	PEACE VALLEY CT	26	0.15	65.00	188.76
	PEACEVALLEY CT	PEACEVALLEY DR SW	CUL-DE-SAC	26	0.11	25.00	138.42
Subtotal					2.44	1,050.00	3,813.00
WOODSIDE HILLS	WOODSIDE DR SW	WALLACE RD SW	FERN VALLEY DR SW	26	0.17	90.00	213.93
	FERN VALLEY DR SW	CUL-DE-SAC	REYNOLDS RD SW	26	0.36	90.00	535.52
	FERN VALLEY CT	FERN VALLEY DR SW	CUL-DE-SAC	26	0.09	25.00	195.76
	GREEN HILL CT	FERN VALLEY DR SW	CUL-DE-SAC	26	0.08	25.00	183.17
	REYNOLDS RD SW	END	END	26	0.37	25.00	465.61
	RED BERRY LN SW	REYNOLDS RD SW	END	26	0.18	25.00	226.51
	ZANE DR	REYNOLDS RD SW	RED BERRY LN	26	0.19	25.00	239.10
	FARON DR	ZANE DR	NEW PAVE	26	0.06	25.00	75.50
Subtotal					1.50	330.00	2,135.10
Totals:					8.45	3,195.00	13,479.73

**FORECASTED BASE BID AMOUNT
TSPLOST II Group Set #2**

Item No.	GDOT Item #	Approximate Quantity	Unit of Measure	Item	Unit Price	Subtotal Amount
005	310-1101	200	TN	GR AGGR BASE CRS, INCL MATL		
010	402-1802	6,245	TN	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME		
015	402-1812	1,500	TN	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME		
020	402-3102	27,945	TN	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, BLEND 1, INCL BITUM MATL & H LIME		
025	402-3130	1,500	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME		
030	413-0750	25,698	GL	TACK COAT		
035	432-5010	338,722	SY	MILL ASPH CONC PVT, VARIABLE DEPTH		
040	653-0120	23	EA	THERMOPLASTIC PVT MARKING, ARROW, TP 2		
045	653-0130	0	EA	THERMOPLASTIC PVT MARKING, ARROW, TP 3		
050	653-0210	15	EA	THERMOPLASTIC PVT MARKING, WORD, TP 1		
055	653-0220	5	EA	THERMOPLASTIC PVT MARKING, WORD, TP 2		
060	653-1704	297	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE		
065	653-1804	490	LF	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE		
070	653-2501	21.70	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE		
075	653-2502	21.70	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW		
080	653-4501	0.19	GLM	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE		
085	653-6004	260	SY	THERMOPLASTIC TRAF STRIPING, WHITE		
090	653-6006	3,220	SY	THERMOPLASTIC TRAF STRIPING, YELLOW		
095	654-1001	2,965	EA	RAISED PVT MARKERS TP 1		
100	654-1003	500	EA	RAISED PVT MARKERS TP 3		
Total Bid Amount						

ORIGINAL PRICES SUBMITTED WILL BE APPLIED FOR YEAR 1, THEN SUBJECT TO ADJUSTMENT BASE ON THE ASPHALT COST INDEX FOR RENEWALS ON ENSUING 3 YEARS (FY 2024, FY 2025, FY 2026) FOR THE DURATION OF THE CONTRACT.

Overall unit prices to include traffic control, mobilization, vacuum sweeping, manhole adjustments, no separate payment will be made.

TSPLOST II – Group Set #3 (FY 2025)

A. Resurfacing of Corridors

Street Name	From	To	Length (Mi)	Road Width (Ft)	Patching Estimate (Tons)	Topping Estimate (Tons)
JONES RD	CAMPBELLTON FAIRBURN RD	STONEWALL TELL RD	2.23	25.00	315.00	2,830.30
DODD RD	OLD NATIONAL HWY	CAMP VALLEY RD	0.18	25.00	50.00	217.80
BOAT ROCK RD SW	CAMPBELLTON ROAD	FULTON INDUSTRIAL BLVD	2.13	25.00	175.00	2,811.60
FELDWOOD PL	FELDWOOD RD	END	0.31	25.00	65.00	375.10
SHORT RD	CEDAR GROVE RD TO CITY LIMIT	CITY LIMIT TO RIVERTOWN RD	1.79	25.00	125.00	2,283.46
MILAM RD	CITY LIMITS	COUNTY LINE	0.44	25.00	25.00	573.65
UNION RD SW	BUTNER RD	STONEWALL TELL RD	1.75	25.00	375.00	2,459.88
VANDIVER RD SW	UNION RD SW	ENON RD SW	0.58	25.00	65.00	701.80
WILKERSON MILL RD	CITY LIMIT (Cascade Palmetto)	CITY LIMIT (400' East of Ono Road)	0.54	25.00	125.00	653.40
WILKERSON MILL RD	CITY LIMIT (Past House #8165)	CITY LIMIT (Past park driveway)	0.32	25.00	125.00	428.45
WILL LEE RD	WELCOME ALL RD	BEN HILL RD	1.13	25.00	65.00	1,367.30
Totals:			11.40		1,510.00	14,702.74

B. Subdivision Resurfacing

Subdivision	Road Name	Starting	Ending	Road Width (ft)	Road Length (Mi)	Patching Estimate (Tons)	Topping Estimate (Tons)
THREE LAKES	THREE LAKES DR	TWIN LAKES DR	JEROME RD	26	0.14	180.00	176.18
	TWIN LAKES DR	THREE LAKES DR	THREE LAKES DR	26	0.18	135.00	226.51
	MEADOW LAKE RD	THREE LAKES DR	TWIN LAKES DR	26	0.07	30.00	88.09
Subtotal					0.39	345.00	490.78
HERITAGE PARK	CREEL RD	OLD NATIONAL HWY	BENIDORM CT	26	0.50	110.00	711.70
Subtotal					0.50	110.00	711.70
CREEKSIDE	BIGELOW CT	CREEKSIDE COVE	CUL-DE-SAC	26	0.03	25.00	120.25
	STONECROP DR	CREEKSIDE COVE	CREEKSIDE COVE	26	0.10	25.00	125.84
	BLAZING TRL	CREEKSIDE COVE	STONECROP DR	26	0.16	25.00	201.34
	CREEKSIDE COVE	SCARBOROUGH RD	BLAZING TRL	26	0.65	25.00	817.96
	BUCKEYE PL	SCARBOROUGH RD	CUL-DE-SAC	26	0.36	25.00	535.52
	CHICORY COVE	BUCKEYE PL	CUL-DE-SAC	26	0.02	25.00	107.67
	THISTLE COVE	CUL-DE-SAC	SCARBOROUGH RD	26	0.20	25.00	251.68
Subtotal					1.52	175.00	2,160.27
HERNDON WOODS	MAHOGANY DR	HERNDON RD	TEAK LN	26	0.19	75.00	239.10
	TEAK LN	END	MAHOGANY DR	26	0.08	25.00	183.17
Subtotal					0.27	100.00	422.27
LAKES AT CEDAR GROVE/VILLAGE AT CEDAR GROVE	THE LAKES DR	SHORT RD	CEDAR GROVE RD	26	1.86	540.00	2,340.62
Subtotal					1.86	540.00	2,340.62
WOLF CLUB	WOLF CLUB DR SW	ENON RD SW	CUL-DE-SAC	26	0.27	120.00	422.27
	WOLF CLUB CT	WOLF CLUB DR SW	CUL-DE-SAC	26	0.15	25.00	271.26
	WOLF LAKE CT	WOLF DEN LN	CUL-DE-SAC	26	0.04	25.00	132.84
	WOLF DEN LN	WOLF LAKE DR SW	CUL-DE-SAC	26	0.19	25.00	321.60

	WOLF TRAIL	WOLF DEN LN	WOLF LAKE DR SW	26	0.09	25.00	113.26
	WOLF LAKE DR SW	WOLF CLUB DR SW	CUL-DE-SAC	26	0.36	60.00	535.52
	WOLF VIEW CT	WOLF LAKE DR SW	CUL-DE-SAC	26	0.04	25.00	132.84
Subtotal					1.14	305.00	1,929.58
LOCH LOMOND (NORTH OF NEW HOPE RD)	LOCH LOMOND TRAIL	NEW HOPE RD	END	24	0.26	190.00	302.02
Subtotal					0.26	190.00	302.02
Totals:					5.76	1,765.00	8,357.23

**FORECASTED BASE BID AMOUNT
TSPLOST II Group Set #3**

Item No.	GDOT Item #	Approximate Quantity	Unit of Measure	Item	Unit Price	Subtotal Amount
005	310-1101	200	TN	GR AGGR BASE CRS, INCL MATL		
010	402-1802	3,275	TN	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME		
015	402-1812	1,500	TN	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME		
020	402-3102	23,060	TN	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, BLEND 1, INCL BITUM MATL & H LIME		
025	402-3130	1,500	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME		
030	413-0750	20,608	GL	TACK COAT		
035	432-5010	279,515	SY	MILL ASPH CONC PVTM, VARIABLE DEPTH		
040	653-0120	54	EA	THERMOPLASTIC PVTM MARKING, ARROW, TP 2		
045	653-0130	2	EA	THERMOPLASTIC PVTM MARKING, ARROW, TP 3		
050	653-0210	26	EA	THERMOPLASTIC PVTM MARKING, WORD, TP 1		
055	653-0220	5	EA	THERMOPLASTIC PVTM MARKING, WORD, TP 2		
060	653-1704	421	LF	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE		
065	653-1804	1,930	LF	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE		
070	653-2501	21.55	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE		
075	653-2502	21.55	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW		
080	653-4501	0.29	GLM	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE		
085	653-6004	531	SY	THERMOPLASTIC TRAF STRIPING, WHITE		
090	653-6006	3,120	SY	THERMOPLASTIC TRAF STRIPING, YELLOW		
095	654-1001	2,970	EA	RAISED PVTM MARKERS TP 1		
100	654-1003	500	EA	RAISED PVTM MARKERS TP 3		
Total Bid Amount						

ORIGINAL PRICES SUBMITTED WILL BE APPLIED FOR YEAR 1, THEN SUBJECT TO ADJUSTMENT BASE ON THE ASPHALT COST INDEX FOR RENEWALS ON ENSUING 3 YEARS (FY 2024, FY 2025, FY 2026) FOR THE DURATION OF THE CONTRACT.

Overall unit prices to include traffic control, mobilization, vacuum sweeping, manhole adjustments, no separate payment will be made.

ORIGINAL PRICES SUBMITTED WILL BE APPLIED FOR YEAR 1, THEN SUBJECT TO ADJUSTMENT BASE ON THE ASPHALT COST INDEX FOR ENSUING RENEWAL YEARS FOR THE DURATION OF THE CONTRACT.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Approval of A Novation Agreement between Williams-Russell and Johnson, Inc./Moreland Altobelli and Associates, Inc, a Joint Venture; Atlas Technical Consultants, LLC, a Limited Liability Company; and The City of South Fulton, Georgia, a municipal corporation.

DATE: September 26, 2023

SUBJECT: Request Approval of A Novation Agreement between Williams-Russell and Johnson, Inc./Moreland Altobelli and Associates, Inc, a Joint Venture; Atlas Technical Consultants, LLC, a Limited Liability Company; and The City of South Fulton, Georgia, a municipal corporation.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Atlas Novation Agreement (Final w exhibits)	Cover Memo	9/24/2023

NOVATION AGREEMENT

THIS NOVATION AGREEMENT (“Novation”) is made as of _____, in Fulton County, Georgia, by and between Williams-Russell and Johnson, Inc./Moreland Altobelli and Associates, Inc, a Joint Venture with a business address of 2450 Commerce Avenue, Suite 100, Duluth, GA 30096 (“Transferor”), Atlas Technical Consultants, LLC, a Limited Liability Company duly organized and existing under the laws of Delaware with an office in 2450 Commerce Avenue, Suite 100, Duluth, GA 30096 (“Transferee”), and The City of South Fulton, Georgia, a municipal corporation under the laws of the State of Georgia (“City”).

Recitals

WHEREAS, Transferor is a party to the Agreement (as defined below); and

WHEREAS, by letter dated July 7, 2023, Williams-Russell & Johnson, Inc. (“WRJ”), through counsel informed the City that it ceased business operations as of July 7, 2023; and

WHEREAS, Transferor desires to transfer the Agreement, and Transferee desires to assume the Agreement in full, each on the terms and conditions set forth herein; and

WHEREAS, Transferor warrants that Transferee is able to fully perform all obligations that may exist under the Agreement, and

WHEREAS, Transferee warrants that it is able to fully perform all obligations that may exist under this Agreement, and

WHEREAS, It is consistent with the City's interest to recognize the Transferee as the successor party to the Agreement, and

WHEREAS, Transferor has transferred to the Transferee all the assets of the Transferor that are used for the performance of the Agreement and documents evidencing of the above transfer are attached to this Novation , and

WHEREAS, the City consents to the transfer of the Agreement based on Transferor’s warranties stated herein and under the terms below;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Novation, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Transferor and Transferee agree as follows:

Article 1 Definitions

The following definitions apply to this Novation:

1.1 "Agreement"

“Agreement” means the Agreement dated March 23, 2016 between Williams-Russell and Johnson, Inc./Moreland Altobelli Associates, Inc., a joint venture (the “Original Contractor”) and Fulton County of Georgia, as transferred by a transfer dated March 20, 2019 between the Fulton County Georgia and the City of South Fulton, Georgia. The term “Agreement” also

encompasses any amendments. The Agreement and any amendments or modifications are attached to this Novation as Appendix A.

1.2 "Effective Date"

Effective Date means _____.

1.3 Other terms

Other terms used and not defined in this Novation shall have the meanings assigned to such terms in the Agreement.

Article 2 Transfer of Agreement

2.1 **Transfer.** Transferor hereby assigns, transfers and conveys to Transferee all of Transferor's rights, title and interest in and to the Agreement and all of Transferor's duties and obligations thereunder.

2.2 **Acceptance.** Transferee hereby accepts the transfer and conveyance set forth in Article 2.1 and agrees to perform all of Transferor's duties and obligations under the Agreement.

2.3 **Rights to Enforce.** Subject to the terms of the Agreement, this Novation shall be binding upon, and inure to the benefit of, the parties hereto and their successors and transferees. Nothing in this Novation, whether express or implied, shall be construed to give any person or entity (other than City and the parties hereto and their respective successors and Transferees) any legal or equitable right, remedy or claim under or in respect of this Novation or any covenants, conditions or provisions contained herein.

2.4 **Consent of City.** The City consents to the transfer described in this Article 2 based on the evidence provided below, which indicates that Transferee is in a position to fully perform all obligations that may and will exist under the Agreement. All the evidence is attached to this Novation as Appendix B. Further, each of Transferor and Transferee acknowledges that the prior written consent of City to this Novation is required under the terms of the Agreement. City shall have the right to enforce this Novation.

2.4.1 A copy of the letter dated July 7, 2023, from Kevin A. Ross, attorney for WRJ, informing the City that WRJ was ceasing business operations effective July 7, 2023, and that WRJ consented to Transferee taking over WRJ's responsibilities on the Agreement.

2.4.2 Additional documents required:

(a) A signed copy of the Assignment and Assumption Agreement entered into effective August 31, 2023, between the Transferor and Transferee;

2.4.3 The updated Scope of Work for outstanding services to be performed by the Transferee is attached hereto as Appendix C.

2.5 **Successor.** The City recognizes the Transferee as the Transferor's successor in interest in and to the Agreement. The Transferee by this Novation becomes liable for all responsibilities and entitled to all rights, titles, and interests of the Transferor in and to the Agreement. The City will treat the Transferee as if the Transferee were the original party to the Agreement. Following the Novation, the term "Consultant" or "Contractor," as used in the Agreement, shall refer to the Transferee. The Agreement shall remain in full force and effect,

except as modified by this Novation. Each party has executed this Novation as of the day and year first above written.

2.6 **Further Assurances.** From and after the date of this Novation, Transferor and Transferee agree to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the conveyance contemplated by this Novation or as may be required by City. This Novation will remain in effect until the construction phase of the project is completed and the services are no longer needed under Appendix C

Article 3 Obligations and Liabilities

3.1 **Transfer, Waiver, and Assumption.** The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the City that it now has or may have in the future in connection with the Agreement. However, nothing in the foregoing shall prevent Transferee from asserting any claims or rights it may now have or may have in the future in connection with the Agreement, including the right to receive payments for invoices currently outstanding under this Agreement. The Transferee agrees to be bound by and to perform the Agreement in accordance with the conditions contained therein. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Agreement as if the Transferee were the original party to the Agreement. The Transferee ratifies all previous actions taken by the Transferor with respect to the Agreement, with the same force and effect as if the action has been taken by the Transferee. Except as expressly provided in this Novation, nothing in it shall be construed as a waiver of any rights of the City against the Transferor.

3.2 **Past Payments.** All payments and reimbursements previously made by City to the Transferor, and all other previous actions taken by City under the Agreement, shall be considered to have discharged those parts of City's obligations thereunder. All payments and reimbursements made by City after the date of this Novation in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of City's obligations under the Agreement, to the extent of the amounts paid or reimbursed. The Transferor and the Transferee agree and confirm that City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Novation, other than those that City in the absence of this transfer would have been obligated to pay or reimburse under the terms of the Agreement.

Article 4 Insurance and Indemnification

4.1 **Insurance Certificates.** For this Novation to be effective, Transferee shall provide to City insurance certificates and endorsements for the identical type and amount of coverage currently required under the Agreement.

4.2 **City.** Transferor and Transferee shall, to the fullest extent permitted by law, indemnify, defend and protect City, and hold City harmless from and against any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees) arising out of Transferor and/or Transferee's failure to comply with any term or obligation of this Novation or the Agreement. Defense obligations under this Section 4.2 shall be provided immediately following a tender of defense.

Article 5 General Provisions

5.1 **Governing Law.** This Novation shall be governed by the laws of the State of Georgia, without regard to its conflict of laws principles.

5.2 **Headings.** All section headings and captions contained in this Novation are for reference only and shall not be considered in construing this Novation.

5.3 **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications regarding this Novation or the Agreement shall be in writing, shall be addressed to the person and address set forth below and shall be (i) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (ii) hand delivered or (iii) sent via email with a return receipt. All communications sent in accordance with this Section shall become effective on the date of receipt. From time to time Transferor, Transferee or City may designate a new address for purposes of this Section by notice to the other signatories to this Novation.

If to Transferor: WR&J/MAA, JV
 2450 Commerce Avenue, Suite 100
 Duluth, GA 30096
 Attn: Todd Long

and

Kevin A. Ross, Esq.
The Law Practice of Kevin A. Ross, LLC
2255 Cumberland Parkway
Building 700, Suite B
Atlanta, Georgia 30339

If to Transferee: Atlas Technical Consultants LLC
 2450 Commerce Avenue, Suite 100
 Duluth, GA 30096
 Attn: Todd Long

If to City: Sharon Subadan, Interim City Manager
 5440 Fulton Industrial Blvd.
 South Fulton, GA 30336

With a copy to: Antonio Valenzuela, Public Works Director
 6095 Boat Rock Blvd. Suite A
 South Fulton, GA 30336

5.4 **Entire Agreement.** This Novation sets forth the entire agreement between Transferor and Transferee relating to the Agreement and supersedes all other oral or written provisions.

5.5 **Severability.** Should the application of any word, phrase, clause, sentence, paragraph and/or provision of this Novation to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (i) the validity of other words, phrases, clauses, sentences, paragraphs and/or provisions of this Novation shall not be affected or impaired thereby and (ii) such words, phrases, clauses, sentences, paragraphs and/or provisions shall be enforced to the maximum extent possible so as to effect the intent of Transferor, Transferee and City.

IN WITNESS WHEREOF, Transferor and Transferee have each duly executed this Novation as of the date first referenced above.

TRANSFEROR

TRANSFeree

**WILLIAMS-RUSSELL AND
JOHNSON, INC**

**ATLAS TECHNICAL
CONSULANTS, LLC**

By

By

Title

Title

ATLAS TECHNICAL CONSULTANTS
LLC, as successor by merger to
MORELAND ALTOBELLI
ASSOCIATES, INC.

By

Title

City hereby consents to the transfer described in Article 2 of this Novation.

By

Attested by:

khalid kamau, Mayor

Corey Adams, Clerk

Recommended by:

Antonio Valenzuela, Public Works Director

Approved as to Form:

Vincent D. Hyman, City Attorney

Attached:

Appendix A: Agreement (s)

Appendix B: Documentation of Transfer

Appendix C: Updated Scope of Work

APPENDIX A – Agreement



Vision

People Families Neighborhoods

Mission

To serve, protect and govern in concern with local Municipalities

Values

People	Customer Service
Ethics	Resource Management
Innovation	Equal Opportunity

CONTRACT DOCUMENTS FOR

#15RFP98496K-JD

**Standby Professional Services for Facilities Related
Planning, Design, Engineering and Assessments-
Engineering Services for Transportation**

For

Public Works/General Services Department

Williams-Russell and Johnson, Inc. (WR&J)/

Moreland Altobelli Associates Inc. (MAA)

Joint Venture

Index of Articles

ARTICLE 1.	<u>CONTRACT DOCUMENTS</u>
ARTICLE 2.	<u>SEVERABILITY</u>
ARTICLE 3.	<u>DESCRIPTION OF PROJECT</u>
ARTICLE 4.	<u>SCOPE OF WORK</u>
ARTICLE 5.	<u>DELIVERABLES</u>
ARTICLE 6.	<u>SERVICES PROVIDED BY COUNTY</u>
ARTICLE 7.	<u>MODIFICATIONS/CHANGE ORDERS</u>
ARTICLE 8.	<u>SCHEDULE OF WORK</u>
ARTICLE 9.	<u>CONTRACT TERM</u>
ARTICLE 10.	<u>COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES</u>
ARTICLE 11.	<u>PERSONNEL AND EQUIPMENT</u>
ARTICLE 12.	<u>SUSPENSION OF WORK</u>
ARTICLE 13.	<u>DISPUTES</u>
ARTICLE 14.	<u>TERMINATION OF AGREEMENT FOR CAUSE</u>
ARTICLE 15.	<u>TERMINATION FOR CONVENIENCE OF COUNTY</u>
ARTICLE 16.	<u>WAIVER OF BREACH</u>
ARTICLE 17.	<u>INDEPENDENT CONSULTANT</u>
ARTICLE 18.	<u>PROFESSIONAL RESPONSIBILITY</u>
ARTICLE 19.	<u>COOPERATION WITH OTHER CONSULTANTS</u>
ARTICLE 20.	<u>ACCURACY OF WORK</u>
ARTICLE 21.	<u>REVIEW OF WORK</u>
ARTICLE 22.	<u>INDEMNIFICATION</u>
ARTICLE 23.	<u>CONFIDENTIALITY</u>
ARTICLE 24.	<u>OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION</u>
ARTICLE 25.	<u>COVENANT AGAINST CONTINGENT FEES</u>
ARTICLE 26.	<u>INSURANCE</u>
ARTICLE 27.	<u>PROHIBITED INTEREST</u>
ARTICLE 28.	<u>SUBCONTRACTING</u>
ARTICLE 29.	<u>ASSIGNABILITY</u>
ARTICLE 30.	<u>ANTI-KICKBACK CLAUSE</u>
ARTICLE 31.	<u>AUDITS AND INSPECTORS</u>
ARTICLE 32.	<u>ACCOUNTING SYSTEM</u>
ARTICLE 33.	<u>VERBAL AGREEMENT</u>
ARTICLE 34.	<u>NOTICES</u>
ARTICLE 35.	<u>JURISDICTION</u>
ARTICLE 36.	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>
ARTICLE 37.	<u>FORCE MAJEURE</u>
ARTICLE 38.	<u>OPEN RECORDS ACT</u>
ARTICLE 39.	<u>CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT</u>
ARTICLE 40.	<u>INVOICING AND PAYMENT</u>
ARTICLE 41.	<u>TAXES</u>
ARTICLE 42.	<u>PERMITS, LICENSES AND BONDS</u>

ARTICLE 43. NON-APPROPRIATION
ARTICLE 44. WAGE CLAUSE

Exhibits

EXHIBIT A: GENERAL REQUIREMENTS
EXHIBIT B: SCOPE OF WORK
EXHIBIT C: PROJECT DELIVERABLES
EXHIBIT D: COMPENSATION
EXHIBIT E: PURCHASING FORMS
EXHIBIT F: CONTRACT COMPLIANCE FORMS
EXHIBIT G: INSURANCE AND RISK MANAGEMENT FORMS

CONTRACT AGREEMENT

Consultant: Williams-Russell and Johnson, Inc. (WR&J)/Moreland Altobelli Associates, Inc. (MAA) a Joint Venture

Contract No.: #15RFP98496K-JD – Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-Engineering Services for Transportation

Address: 44 Broad Street, NW, Suite 400
The Grant Building

City, State: Atlanta, GA 30303

Telephone: 404-853-6800 Ext. 6844

Fax: 404-607-8394

Email: cjohnson@wrjinc.com

Contact: Charles E. Johnson, Sr.
President and CEO

This Agreement made and entered into effective the 23rd day of March, 2016 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Williams-Russell and Johnson, Inc. (WR&J)/Moreland Altobelli Associates, In. (MAA) a Joint Venture**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its General Services/Public Works Department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to perform standby professional services for facilities related planning, design, engineering and assessments-engineering services for transportation, hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Requirements;
- IV. Exhibit B: Scope of Work;
- V. Exhibit C: Project Deliverables;
- VI. Exhibit D: Compensation;
- VII. Exhibit E: Purchasing Forms;
- VIII. Exhibit F: Office of Contract Compliance Forms;
- IX. Exhibit G: Insurance and Risk Management Forms;

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **February 3, 2016, Item #16-0099**.

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

County and Consultant agree the Project is to perform standby professional services for facilities related planning, design, engineering and assessments-engineering services

for transportation. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit B, Scope of Work.

ARTICLE 5. DELIVERABLES

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit C, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit C, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. SERVICES PROVIDED BY COUNTY

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit B, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. SCHEDULE OF WORK

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

The initial term of the contract is one (1) year with three (3) one year renewal options upon execution of contract.

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on January 1, 2016, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December, 2016. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for three (3) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2017 and shall end no later than the 31st day of December, 2017. If approved by the County Board of

Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2018 and shall end no later than the 31st day of December, 2018. If approved by the County Board of Commissioners, the Third Renewal Term shall begin on the 1st day of January, 2019 and shall end no later than the 31st day of December, 2019. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit D, Compensation.

The total contract amount for the Project shall not exceed **\$750,000.00 (Seven Hundred and Fifty Thousand Dollars and No Cents)**, which is full payment for a complete scope of work.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all

personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit B, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit C, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by

Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of

Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant/Contractor, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant/Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant/Contractor, at Consultant/Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant/Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant/Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant/Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant/Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant/Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant/Contractor shall retain its own separate counsel, each at Consultant/Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant/Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant/Contractor has complied with all of Consultant/Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant/Contractor has not complied with all of Consultant/Contractor's obligations with respect to such claim, Consultant/Contractor shall be obligated to pay the cost and expense of such separate counsel). Consultant/Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant/Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required

under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit G, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. PROHIBITED INTEREST

Section 27.01 Conflict of interest:

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. ASSIGNABILITY

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County

shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for

cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Antonio Valenzuela, Assistant Director Transportation
Public Works/General Services Department
141 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-612-0520
Email: Antonio.valenzuela@fultoncountyga.gov
Attention: Antonio Valenzuela

With a copy to:

Department of Purchasing & Contract Compliance
Purchasing Director
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

Mr. Eric L. Glover, PE, Managing Partner Office
Williams-Russell and Johnson, Inc. /Moreland Altobelli Associates, Inc. a Joint Venture
44 Broad Street, NW, Suite 400
The Grant Building
Atlanta, GA 30303

Telephone: 404-853-6800
Email: eglover@wrjinc.com
Attention: Eric Glover, PE

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and

subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payment.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant

when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall

deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

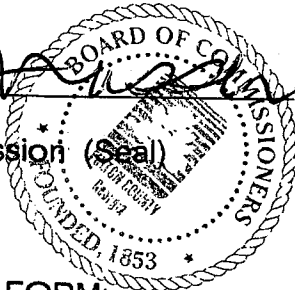
FULTON COUNTY, GEORGIA

JH.E

John H. Eaves, Commission Chair
Board of Commissioners

ATTEST:

Mark Massey
Mark Massey
Clerk to the Commission (Seal)



APPROVED AS TO FORM:

[Signature]
Office of the County Attorney

APPROVED AS TO CONTENT:

Kun Suwanarpa
Kun Suwanarpa, Interim Director
Public Works/General Services

CONSULTANT:

WILLIAMS-RUSSELL AND
JOHNSON, INC.

Charles E. Johnson, Sr.

Charles E. Johnson, Sr.
President and CEO

ATTEST:

Linda Allen Miranda
Linda Allen Miranda
Secretary/
Assistant Secretary

(Affix Corporate Seal)

CONSULTANT:

MORELAND ALTOBELLI
ASSOCIATES, INC.

Thomas D. Moreland, PE

Thomas D. Moreland, PE
President

ATTEST:

Vicki Moreland
Vicki Moreland
Secretary/
Assistant Secretary

(Affix Corporate Seal)

ITEM # 16-0099 RM 2/3/16
REGULAR MEETING

ADDENDA

GDOT PDP certification is good for 3 years as of June 2014, and prior to this it was 2 years. **A current GDOT PDP certificate is to be provided with the proposer's submittal.**

12. The Georgia Utility License is a requirement for contractors. Are engineering firms expected to have this license in order to submit on this RFP?

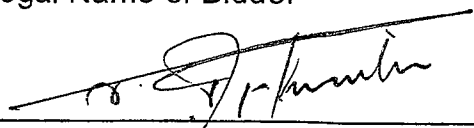
Answer: This will not be applicable.

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the proposal submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time, **Monday, October 5, 2015, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, 29th day of
September, 2015.

Williams-Russell and Johnson, Inc./Moreland Altobelli Associates, Inc. Joint Venture
Legal Name of Bidder



Signature of Authorized Representative

Executive Vice President/COO
Title

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

Response to Questions:

GDOT does not require the PDP certificate in its own bids so how can the county require this and be more restrictive than GDOT?

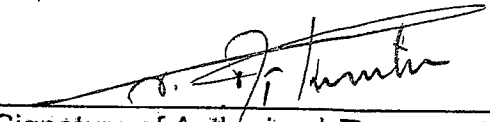
Answer: PDP Certification is a preference for Fulton County on this project.

ACKNOWLEDGEMENT OF ADDENDUM NO. 2

The undersigned Proposer acknowledges receipt of this Addendum by returning one (1) copy of this form with the proposal submittal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time, **Monday, October 5, 2015, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 2, 1st day of
October, 2015.

Williams-Russell and Johnson, Inc./Moreland Altobelli Associates, Inc. Joint Venture
Legal Name of Bidder


Signature of Authorized Representative

Executive Vice President/COO
Title

GENERAL REQUIREMENTS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure

the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

ASSIGNMENT AND ASSUMPTION OF CONTRACT
AND CONSENT TO ASSIGNMENT

This Assignment and Assumption of Contract and Consent to Assignment (the "Assignment") dated as of March 20, 2019, is made and entered into by and among **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (hereinafter, "County" or "Assignor"), the **CITY OF SOUTH FULTON**, a municipal corporation of the State of Georgia (hereinafter, "City" or "Assignee"), and **WILLIAMS-RUSSELL AND JOHNSON, INC. (WR&J) AND MORELAND ALTOBELLI ASSOCIATES, INC. (MAA) A JOINT VENTURE**, with a business address of 44 Broad Street, N.W., Suite 400, Atlanta, Georgia, 30303 (hereinafter, "Contractor") (and each collectively, the "Parties").

WHEREAS, Contractor and Assignor are parties to a (15RFP98496K-JD – Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-Engineering Services for Transportation), hereinafter "Contract," which was entered into dated February 3, 2016 (Agenda Item # 16-0099), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the purpose of the Contract is for Contractor to conduct Standby Professional Services for Facilities Related Planning, Design, Engineering and Assessments-Engineering Services for Transportation services within the unincorporated areas of Fulton County (now principally the City of South Fulton, Georgia) as set forth herein; and

WHEREAS, the Contract is funded pursuant to a 2016 transportation special purpose local option sales tax ("TSPLOST") referendum pursuant to an intergovernmental agreement dated July 20, 2016 ("TSPLOST IGA") with certain qualified cities located outside the city limits of the City of Atlanta and located wholly or partially within Fulton County, Georgia; and

WHEREAS, the TSPLOST IGA provided for the County to enter into and manage certain designated TSPLOST funded transportation projects within the City for the benefit of residents of the City of South Fulton; and

WHEREAS, the Contract is for the fulfillment of one of the designated TSPLOST project identified in the TSPLOST IGA; and

WHEREAS, the City was created by the 2016 Georgia General Assembly pursuant to House Bill 514 ("City Charter"), with the area in which the scope of work under the Contract is being performed by Contractor; and

WHEREAS, the Georgia Constitution, Article IX, § 2, ¶ III, prohibits cities and counties from exercising governmental authority within each other's boundaries except by intergovernmental agreement, except as otherwise provided by law; and

WHEREAS, pursuant to a Memorandum of Understanding entered into between the City and the County dated December 5, 2018 (Agenda item # 18-0921), the County agrees to transfer to the City those portions of TSPLOST proceeds designated for the City funded TSPLOST

projects for the City's use solely in furtherance of the completion of the City TSPLOST projects; and

WHEREAS, the County and City desire to assign the Contract to the City for the City to takeover and manage the scope of work under the contract and provide funding to the Contractor for the services performed under the Contract; and

WHEREAS, by this Consent, Assignor has requested Contractor's consent to the Assignment and Assumption; and

WHEREAS, Contractor expressly consents to the assignment and assumption of the Contract from the County to the City by virtue of its execution of this Agreement; and

WHEREAS, Assignor shall assign all interests in and to the Contract to Assignee and Assignee shall assume all obligations of Assignor as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Contractor hereby consents to the assignment of the Contract by Assignor to Assignee. Consultant shall owe all obligations and responsibilities to City which are owed by Consultant to the County under the TSPLOST Agreement.

2. Contractor, Assignor, and Assignee acknowledge and agree that the assignment and assumption of the Contract evidenced by this Consent shall be effective upon approval by the governing bodies of the City and the County, and thereafter execution and exchange by the duly authorized representatives of Contractor, Assignor, and City. The effective date of this Consent shall be construed as March 20, 2019 ("Effective Date"). Under no circumstance shall the City be liable for services and/or work which Consultant has received payment for by the Assignor, nor shall the City be liable and/or responsible for conflicts, actions and/or disputes which accrued prior to the Effective Date of this Consent. By execution of this Assignment, Contractor attests that there are no outstanding conflicts, actions and/or disputes with Assignor on the Effective Date which is open and not otherwise resolved or satisfied. Upon the assignment of the Contract all contractual term as between Assignor and Contractor shall terminate effectively.

3. This Assignment shall not be deemed as Contractor's permission to the further assignment by the Assignee of the Contract, unless such subsequent modification or assignment as may be agreed upon by Assignee and Contractor.

4. All Parties agree that the term of the Contract assigned and assumed by the Assignee and Contractor, with said Contract, as between Contractor and the Assignee, shall commence on the Effective Date and shall end at 11:59 p.m. on the 31th day of December, 2019. The Contract shall automatically renew for three (3) additional one year terms, subject to said term being further amended by Assignee and Contractor.

5. Assignor hereby assigns to Assignee and Assignee hereby assumes all of the obligations, responsibilities, and liabilities of Assignor arising under the Contract from and after the Effective Date as set forth herein and the Contract, as between the Assignor and Contractor is terminated, such that all terms, conditions and obligations between Assignor and the Contractor, shall terminate on the Effective Date, provided that all terms and conditions contained in the Contract between Assignee and the Contractor shall continue in full force and effect, except as modified herein below.

- a. Section 00700-73, Time of Payment, of the Contract is hereby revised to include the following Mailing and Email address which shall be used for the submission of all invoices:

To the City to the attention of:

Antonio Valenzuela, Public Works Director
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336
Email: Antonio.Valenzuela@cityofsouthfultonga.gov

6. The liability of Assignor under the Contract and the due performance by Assignor of the obligations on its part to be performed under the Contract arising from and after the Effective Date shall end, be discharged and released as of the Effective Date.

7. Assignee and Assignor each represents and warrants to Contractor that: (a) this Assignment has been duly authorized by Assignee and Assignor and the information supplied to Contractor by each of Assignee and Assignor in connection with obtaining this Assignment is true and complete; (b) no consideration has been or will be paid by Assignee for or in connection with the assignment of the Contract.

8. With the exception of the submission of invoices as set forth under paragraph 5 of the Contract between Assignee and Contractor from the Effective Date, all notice, demand, consent, approval, disapproval, or statement (collectively, "Notices") given under the Contract between Assignee and Contractor shall be given in accordance with the Notice Provision of the Contract. Contractor, Assignor, and Assignee each may designate a different address for Notices to it in a Notice given to the other parties under this Assignment. This Assignment shall not be effective until executed by each of Contractor, Assignee, and Assignor. The current address for notices is set forth below:

If to Contractor:

Eric. L. Glover, P.E., Managing Partner
Williams-Russell and Johnson, Inc. (WR&J)\
and Moreland Altobelli Assoc., A Joint Venture
44 Broad Street, N.W., Suite 400
Atlanta, Georgia, 30303

To Fulton County:

Richard Dick Anderson, County Manager
141 Pryor Street
Atlanta, Georgia 30303

David Clark, Director
The Department of Public Works
141 Pryor Street, SW
Atlanta Georgia 30303

With a copy to:

Patrise Perkins-Hooker, County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303

To City of South Fulton:

Odie Donald, City Manager
5440 Fulton Industrial Blvd.
Atlanta, Georgia 30336

With a copy to:

Antonio Valenzuela, Public Works Director
City of South Fulton City Hall
5440 Fulton Industrial Blvd. SW
Atlanta, Georgia 30336

9. This Assignment shall be governed and construed in accordance with the laws of the State of Georgia. This Assignment will expressly survive the Effective Date, with the Contract, as between the Assignor and Contractor, fully terminated on the Effective Date.

10. Contingency. Contractor and Assignee agree, as between themselves, that the Contract assigned by Assignor to Assignee is contingent at all times upon the City's receipt of 2016 TSPLOST funds from the County for the services provided under the Contract, otherwise the Contract may be terminated by either the City or the Contractor under the terms and provisions of the Contract with notice from the City to the Contractor, provided that Contractor shall stop work immediately upon the City's request or upon notice that City has not timely received TSPLOST funds from the County, and title to any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the City.

11. Conflict. With respect to the Contract between the Assignee and the Contractor assigned by this Assignment and effective on the Effective Date, where there is a conflict between this Assignment and the Contract assigned, the terms of the Contract assigned shall control with respect to the contractual relationship between Assignee and the Contractor.

12. Contractor and Assignor confirm to Assignee that the Contract being assigned is in full force and effect as of the Effective Date. Neither the Contractor, the Assignor, nor the Assignee are aware of any existing default by the other under the Contract being assigned, nor of any event that would, after notice and/or the passage of time, constitute a default by the other.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first above written.

ASSIGNOR:

FULTON COUNTY, GEORGIA

By:

Name: Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

By:

Tonya Grier
Chief Deputy Clerk to the Commission



APPROVED AS TO FORM

By:

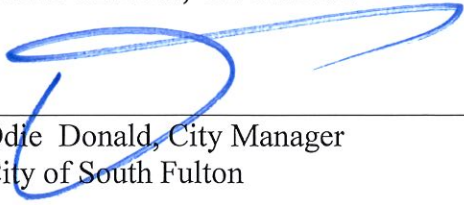
Patrise Perkins-Hooker,
Office of the County Attorney

ITEM # 19-0222 RCS 3/20/19
RECESS MEETING

ASSIGNEE:

CITY OF SOUTH FULTON, GEORGIA

By:



Odie Donald, City Manager
City of South Fulton

APPROVED AS TO FORM

ATTEST:

By:



Emilia C. Walker, City Attorney


City Clerk

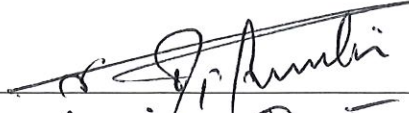


CONTRACTOR:

WILLIAM-RUSSELL AND JOHNSON, INC.

By:

Name(s):


ADEOYE O. TINUBU

Notary:





MORELAND ALTOBELLI ASSOCIATES, INC.

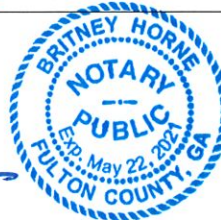
By:

Name(s):



Notary:





P:\CAProjects\BOC\Municipalization\City of South Fulton\Assignment of TSPLOST contracts\Assignment of American Engineers, Inc. (AEI), and Civil Services, Inc. (CSI) (Standby Professional Services for Facilities,Transportation).docx

APPENDIX B – Documentation of Transfer



KEVIN ROSS
LAW PRACTICE

VIA ELECTRONIC MAIL

Antonio.Valenzuela@cityofsouthfultonga.gov

July 7, 2023

Mr. Antonio M. Valenzuela
Public Works Director
City of South Fulton
5440 Fulton Industrial Boulevard, SW
Atlanta, Georgia 30336

Re: **Contract 15RFP98496K-JD – Standby Professional Services for Facilities Related to Planning, Design, Engineering and Assessments-Engineerring Services for Transportation**

Dear Mr. Valenzuela:

I write on behalf of my client Williams-Russell & Johnson, Inc., at the request of its President Charles E. Johnson, Sr. This letter follows up on Mr. Johnson's telephone message to you several days ago. I am giving notice to the City of South Fulton that WRJ is ceasing business operations effective July 7, 2023.

I also write to inform you that WRJ consents to Atlas Technical Consultants as successor in interest to Moreland Altobelli Associates, Inc being designated as the engineer of record with respect to any open projects under the contract as to which WRJ was so designated.

Please advise if there are any additional actions or measures needed to be undertaken by WRJ with respect to this matter. .

Sincerely yours,

Kevin A. Ross

Cc: Charles E. Johnson, Sr.
Todd I. Long, Atlas Technical Consultants, LLC

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "**Agreement**"), effective as of August 31, 2023 (the "**Effective Date**"), is by and between Williams-Russell & Johnson, Inc., a Georgia corporation ("**Transferor**"), and Atlas Technical Consultants LLC, a Delaware limited liability company ("**Transferee**").

WHEREAS, Transferor and Transferee are parties to that certain Joint Venture Agreement, dated October 1, 2015 ("**Joint Venture**"), with the purpose of entering into a contract for Standby Professional Services for Facilities Related to Planning, Design, Engineering, and Assessments-Engineering Services for Transportation with Fulton County, Georgia, dated February 3, 2016, as assigned and assumed by the City of South Fulton, a municipal corporation of the State of Georgia, by that Assignment and Assumption of Contract and Consent to Assignment dated March 20, 2019 (collectively, the "Contract");

WHEREAS, by letter dated July 7, 2023 Transferor, informed the City through counsel that it ceased business operations as of July 7, 2023

WHEREAS, Transferor has agreed to assign all of its rights, title and interests in, and Transferee has agreed to assume, all of Transferor's duties and obligations under, the Joint Venture, and as it related to the Contract;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Transferor hereby sells, assigns, grants, conveys and transfers to Transferee all of Transferor's right, title and interest in and to the Joint Venture and the Contract. Transferee hereby accepts such assignment and assumes all of Transferor's duties and obligations under the Contract and agrees to pay, perform and discharge, as and when due, all of the obligations of Transferor under the Contract accruing on and after the Effective Date.

2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule.

3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

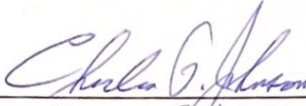
4. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may

reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

WILLIAMS-RUSSELL &
JOHNSON, INC.

By 
Name: CHARLES E. JOHNSON
Title: PRESIDENT and CEO

ATLAS TECHNICAL
CONSULTANTS LLC

By 
Name: Todd I. Long, PE, PTOE
Title: Southern States Hub Leader

APPENDIX C– Updated Scope of Work

SCOPE NARRATIVE

The remaining scope for this project includes the following:

1. Survey Updates. Since the original survey was completed in 2016, there has been a new development (Crestwood Development Center). A new sidewalk has been installed across the frontage of this site. We are assuming the City can provide the site plan for this development that we can superimpose on our drawings, and that we will not need to survey the site.
2. Plan Corrections / Updates. After reviewing the work prepared to-date by WRJ, we determined the following items need update or correction:
 - FFPR comments have not been addressed in the plans.
 - The plans show 2:1 slopes that are within clear zone in several locations over the length of the project. Guardrail will need to be added in these areas. Cross sections will need to be updated in Microstation only since InRoads cross sections do not match plans (updating InRoads would take longer).
 - Driveways need to be paved up to the right of way line (per GDOT requirement on state routes). This will require additional driveway easements.
 - Construction limits in many cases are within a foot or two of the existing R/W or easement limit which does not allow sufficient space to install silt fence or to construct the slopes. Additional slope easement will need to be added to several parcels.
 - Drainage calculations. The project adds impervious areas with the new sidewalk. No drainage is proposed to be re-constructed, however, drainage calculations are necessary to confirm that gutter spread is still met and that the existing pipes have adequate capacity. GDOT commented on this in the FFPR report.
 - Signing & marking corrections. Several crosswalks are either missing or drawn incorrectly. The proposed signage also needs to be updated to the latest GDOT guidelines.
3. Final plan preparation. The following tasks will need to be completed prior to submittal of final plans:
 - Signal modification permit
 - Erosion control plans (including drainage area map and watershed map per latest GDOT guidelines)
 - 2nd submission utility coordination.
 - Cost estimate updates (needed for FFPR and Final Plans).
 - Special provisions
 - FFPR (including FFPR package preparation, attending meetings, responses to FFPR comments, and submittal of Corrected FFPR Plans).
 - Erosion Control plan submittal to EPD (including responses to EPD comments).
 - Respond to contractor requests for information (RFI's) after advertisement.
4. Environmental update. Special studies will need to be updated and a CE Re-evaluation prepared. For these updates, we are assuming the following:
 - No design changes within the ESAs
 - No need to re-open the buffer variance application
 - No project limit extension beyond the coverage of previous surveys

- No need for species surveys
- No need for 404 permit (project has never required one)
- One round of special study updates and CE RVL

COST

Total cost to complete the project: \$150,000

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request approval to allow Atlas Technical Consultants, LLC, JV Partner to complete the design of T265 Old National Highway Sidewalk Phase II as the engineer of record in the amount of \$150,000.

DATE: September 26, 2023

SUBJECT: Request approval to allow Atlas Technical Consultants, LLC, JV Partner to complete the design of T265 Old National Highway Sidewalk Phase II as the engineer of record in the amount of \$150,000.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
WRJ-Atlas JV PO Increase - signed (1)	Cover Memo	9/24/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request approval to award the contract for ITB #23-17 Standby Storm Line Cleaning.

DATE: September 26, 2023

SUBJECT: Request approval to award the contract for ITB #23-17 Standby Storm Line Cleaning.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ITB #23-17 Standby Storm Line Cleaning (1)	Cover Memo	9/24/2023

ATTACHMENT A SCOPE OF SERVICES

Bidder shall furnish all things necessary to provide Standby Storm Line Cleaning Services including, but not limited to labor, tools, equipment, transportation, supervision, administrative cost (direct and indirect) and all efforts necessary to perform and complete the specifications herein this ITB.

1. GENERAL

- 1.1** The city has budgeted for standby on-call stormwater system rehabilitation projects. The purpose of this Invitation to Bid (ITB) is to select qualified contractors for on-call standby Storm Line cleaning and rehabilitation projects. Individual project cost will be based on submitted Unit Prices per the contractor selected.

2. MATERIALS AND WORKMANSHIP

- 2.1** The Unit Price Schedule. Because of the unpredictable changes in material cost, the City agrees to review and update the unit price rates on an annual basis based on the changes in the Municipal Cost Index (MCI). The MCI, developed exclusively by American City & County, is designed to show the effects of inflation on the cost of providing municipal services.

3. PROJECT TYPE AND SIZE

- 3.1** The projects vary in magnitude and scope. The typical projects may include, but are not limited to, the following:
- Culvert cleaning
 - Storm Drain Line Cleaning
 - Storm System Cleaning
 - Catch Basin Cleaning
- 3.2** Contractors are to have the capability of providing coordination with affected utilities, erosion and sediment control, tree protection and traffic control as needed. The selected contractor(s) may also be requested to provide shop drawings for certain repair items.

4. RESPONSIBILITY OF THE BIDDER

- 4.1** All work under this contract shall be performed in accordance with Georgia Department of Transportation (GDOT) Standard Specifications for Construction of Transportation Systems and other GDOT specifications as applicable.
- 4.2** All work under this contract shall be performed and completed to the complete satisfaction and acceptance of the City.

- 4.3** Contractor shall guarantee all work for one (1) year from the date of acceptance or first beneficial use, whichever is first, against defective materials, design, workmanship, and improper adjustment.
- 4.4** Contractor will abide by any and all applicable professional standards, local codes, manufacturers' recommendations, and safe work practices and will secure any of all applicable permits or licenses to complete the described work.
- 4.5** The contractor, in conjunction with the City, will conduct one (1) contract and pre-construction meeting prior to each task order activity. The contractor shall discuss the terms of the task order as well as the schedule for the Work. The contractor shall submit a construction schedule to the city one week before the scheduled meeting

5. UTILITIES, PROTECTION OF WORK, PROPERTY, AND PERSONS

- 5.1** The contractor is responsible for calling for utility locations prior to the start of work. It shall be the contractor's responsibility to coordinate his work with any utility owner who may be in conflict with his work. No claims will be considered for extra compensation.
- 5.2** The City will waive any permitting fees for the individual projects.

ATTACHMENT B BID COST FORM

ATTACHMENT B BID COST FORM

(PLEASE PROVIDE PRICING IN BIDNET)

Please provide a price for each item listed, including all costs, direct and indirect, administrative cost, and all things necessary for STANDBY STORM LINE CLEANING SERVICES as specified in Attachment A: Scope of Services.

UNIT PRICE SCHEDULE			
Item	Approx. Quantity	Unit	Unit Price
Jet-Vac Cleaning			
Hydro-Excavation complete (onsite hours only)	40	Per Hour	\$
Storm Line Cleaning (less than 25% full)			
12" -18" PIPE - Cleaning less than 25% full	500	LF	\$
21" -36" PIPE - Cleaning less than 25% full	750	LF	\$
42" -60" PIPE - Cleaning less than 25% full	250	LF	\$
72" -96" PIPE - Cleaning less than 25% full	100	LF	\$
Storm Line Cleaning (25% full or greater)			
12" -18" PIPE - Cleaning 25% full or greater	500	LF	\$
21" -36" PIPE - Cleaning 25% full or greater	750	LF	\$
42" -60" PIPE - Cleaning 25% full or greater	250	LF	\$
72"-96" PIPE - Cleaning 25% full or greater	100	LF	\$
Specialty Storm Line Cleaning,			
Applicable to heavy roots, Large diameter rocks, large debris, etc.			
12" to 36" PIPE	200	LF	\$
42" to 96" PIPE	100	LF	\$
42" CFSES In Place	10	EA	\$
Miscellaneous Items			
Debris Removal, Tandem Dump Truck	50	Per Load	\$

BID FORM TABLE MUST BE COMPLETED WITH UNIT PRICES SUBJECT TO ADJUSTMENT FOR 3 SUBSEQUENT YEARS OF RENEWAL OF THE PROGRAM

\$ _____
(Dollars) Amount in Numbers)

(Dollar Amount in Words)

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request for approval to modify and renew the existing professional services agreement for Brightview Landscapes in the amount of \$1,018,641.36.

DATE: September 26, 2023

SUBJECT: Request for approval to modify and renew the existing professional services agreement for Brightview Landscapes in the amount of \$1,018,641.36.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
BRIGHTVIEW AMENDMENT - APPROVED BY LEGAL (2)	Cover Memo	9/24/2023



AMENDMENT NUMBER ONE

to

PROFESSIONAL SERVICES AGREEMENT

Between

CITY OF SOUTH FULTON

and

BRIGHTVIEW LANDSCAPE SERVICES, INC.

**Total Value =
(\$1,018,641.36)
(Public Works)**

This Amendment Number **One (1)** to the **Landscape Services, Inc. Professional Services Agreement** dated **October 1, 2022** (“**Contract**”) is entered into this **1st day of October 2023** (“**Effective date**”) between the City of South Fulton, Georgia on behalf of the **City Council** (“**City**”) **and Brightview Landscape Services, Inc** (“**Contractor**”). City and Contractor agree to modify the **Contract** as follows:

1. **Term.** Section 4: The City is exercising its first renewal by extending the term to September 30, 2024. There are two (2) one-year renewals remaining
2. **Exhibit A:** Scope of Services. The Scope of Services is updated to **increase the services provided** as outlined in Exhibit A of this Amendment.
3. **Exhibit B:** Compensation schedule. The compensation schedule is updated to increase the total compensation to a not to exceed amount of **\$1,018,641.36** as outlined in Exhibit B of this Amendment.
4. All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 1 and then the Contract.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed, and sealed this Agreement.

THE CITY OF SOUTH FULTON, GEORGIA

khalid kamau, Mayor or Designee

Corey Adams, City Clerk

BRIGHTVIEW LANDSCAPE SERVICES, INC.

Signature

Name: _____

Title: _____

Approved as to form:

Vincent Hyman, City Attorney

EXHIBIT A: ADDITIONAL SCOPE OF SERVICES

Additional bi-weekly services for the FIB side streets (about 20 miles).

Additional Weekly Landscape (3 round-abouts and Cascade Rd Median).

Wolf Creek Multi-use Trail, Bi-weekly services.

LEGAL APPROVED 08/30/2023



Landscape Services Proposal

City of South Fulton

Additional Roadways

Roundabouts/Medians

Wolf Creek Library Trail

August 1, 2023

Chris Dyer

August 1, 2023

Antonio Valenzuela
City of South Fulton, Public Works Director
6057 Boat Rock Blvd SW
Atlanta, GA 30336

RE: Landscape Maintenance of Additional 20 Miles of City Roadways, 3 Roundabouts/Cascade Medians and Wolf Creek Library Trail

Dear Antonio,

As an experienced partner delivering both local expertise and national resources, we understand how a well-maintained landscape attracts future businesses and residents. When you partner with BrightView Landscape Services, you will have a team of local professionals with a single point of contact, your Account Manager, Ken Carson, will be dedicated to the careful stewardship of your landscape and its enduring beauty and value. Ken has been an integral part of managing 228 miles of roadways for the City of South Fulton, current maintained by BrightView, and many commercial properties and HOA's in the area. We also have a long-term relationship with Fulton Industrial Blvd CID for maintenance and enhancement of the I-20 interchange.

A PREFERRED VENDOR FOR QUALITY AND SAFETY

BrightView Landscape Services has been chosen by many municipalities, community improvement districts, universities and corporate campuses, from a large pool of landscape services providers; to be the vendor of choice at various properties across the country. This is due to our track record of consistent level of service, access to resources, approach to proactive communication, safety policies and a commitment to making your community a better place for all to live and visit.

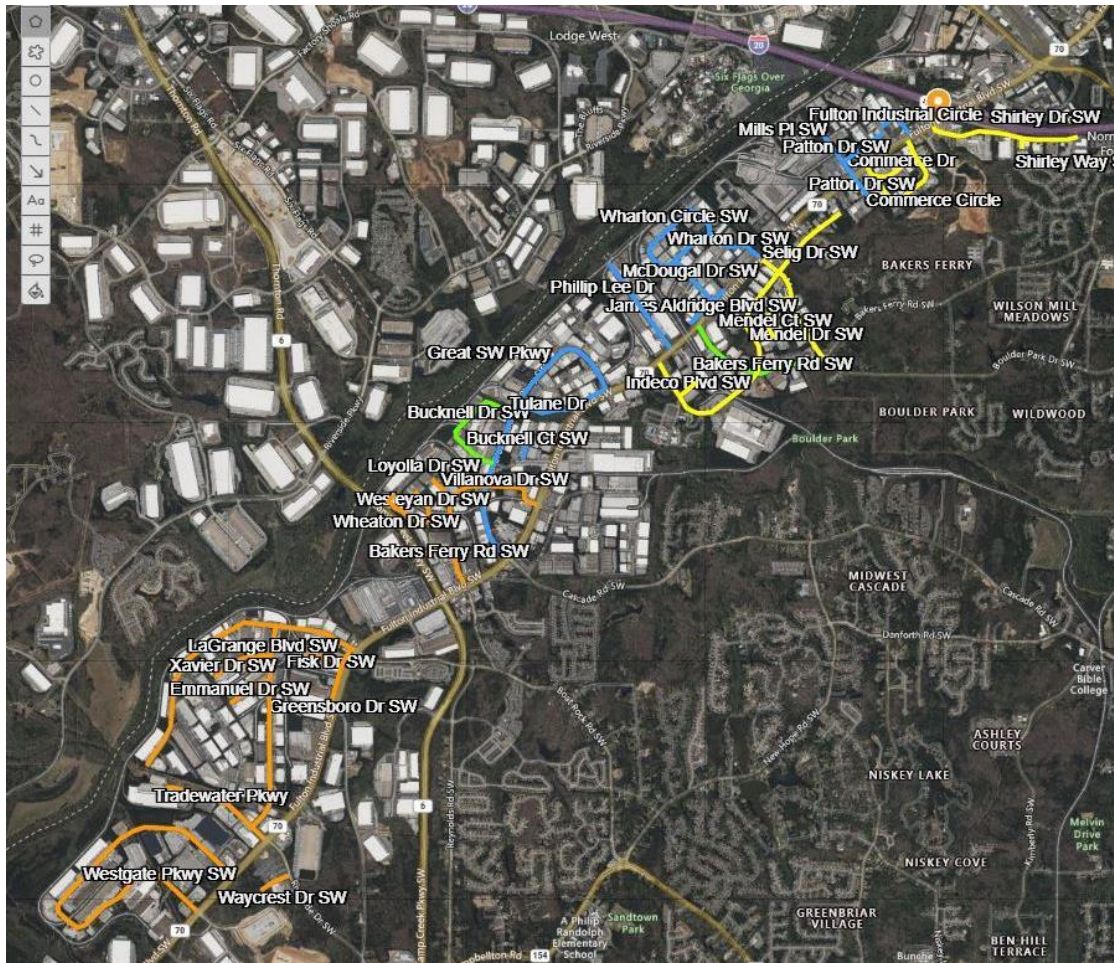
BrightView is grateful for the opportunity to add to our partnership with the City of South Fulton on the beautification of its roadways. Pricing below is based on a October 1, 2023 start and provided our current is approved for a 3% renewal increase.

Best regards,

Chris Dyer
Cell: (404) 747-8085
Chris.Dyer@brightview.com

Scope of Work General Qualifications

We have measured your roadways to ensure accurate pricing. Our crew size will vary due to seasonal services being performed, but we will have consistent crews, to ensure they gain more familiarity and efficiency with your designated areas, with each service.



ROAD NAME	START	END	ROAD MILES
Shirley Dr SW	Fulton Industrial Blvd	End	
Shirley Way SW	Shirley Dr SW	End	
Commerce Drive	Fulton Industrial Blvd	Fulton Industrial Blvd	
Commerce Circle	Commerce Drive SW	Commerce Drive SW	
Patton Dr SW	Frederick Dr SW	End	
Selig Dr SW	Fulton Industrial Blvd	End	
Indeco Blvd SW	Selig Dr SW	End	
Mendel Dr SW	Fulton Industrial Blvd	Bakers Ferry Rd	
Mendel Ct SW	Mendel Dr SW	End	
			4.61
ZONE 2			
Bakers Ferry Rd SW	Fulton Industrial Blvd	Boulder Park Drive	
Bucknell Drive	Great Southwest Pkwy SW	End	
			1.43
ZONE 3			
Fulton Industrial Circle	Fulton Industrial Blvd	Mendel Drive SW (Frederick DR?)	
Frederick Drive SW	Fulton Industrial Blvd	End	
Mills Place SW	Patton Drive SW	Frederick Drive SW	
Patton Drive SW	Frederick Drive	End	
Wharton Drive SW	Fulton Industrial Blvd	McDougall Drive	
Wharton Circle SW	Wharton Drive SW	McDougall Drive	
McDougal Drive SW	Wharton Drive SW	James Aldridge Blvd	
James Aldridge Blvd	Fulton Industrial Blvd	End	
Phillip Lee Drive	Fulton Industrial Blvd	End	
Great SW Parkway SW (NO MEDIANS)	Fulton Industrial Blvd	Fulton Industrial Blvd	
Tulane Drive SW	Great SW Parkway	Great SW Parkway	
Bucknell Court SW	Bucknell Dr SW	End	
			5.47
ZONE 4			
Villanova Dr SW	Fulton Industrial Blvd	End	
Stonehill Dr SW	Villanova Dr SW	Wheaton Dr SW	
Loyola Dr SW	Villanova Dr SW	End	
Wesleyan Dr SW	Wheaton Dr SW	End	
Wheaton Dr SW	Villanova Dr SW	Stonehill Dr SW	
Bakers Ferry Road SW	Fulton Industrial Blvd	Camp Creek Pkwy	
Boat Rock Boulevard SW	Fulton Industrial Blvd	End	
Fisk Drive SW	Greensboro Drive	End	
Greensboro Drive	Fulton Industrial Blvd	Fulton Industrial Blvd	
LaGrange Blvd SW	Boat Rock Blvd SW	Trade water Pkwy SW	
Xavier Drive SW	LaGrange Blvd SW	End	
Emanuel Drive SW	LaGrange Blvd SW	Purdue Drive	
Trade water Parkway SW (straw median)	Fulton Industrial Blvd	End	
Waycrest Drive SW	Riverside Drive	End	
Westgate Parkway SW (straw median)	Fulton Industrial Blvd	Fulton Industrial Blvd	
			8.57
		Road miles Point A to B	20.08

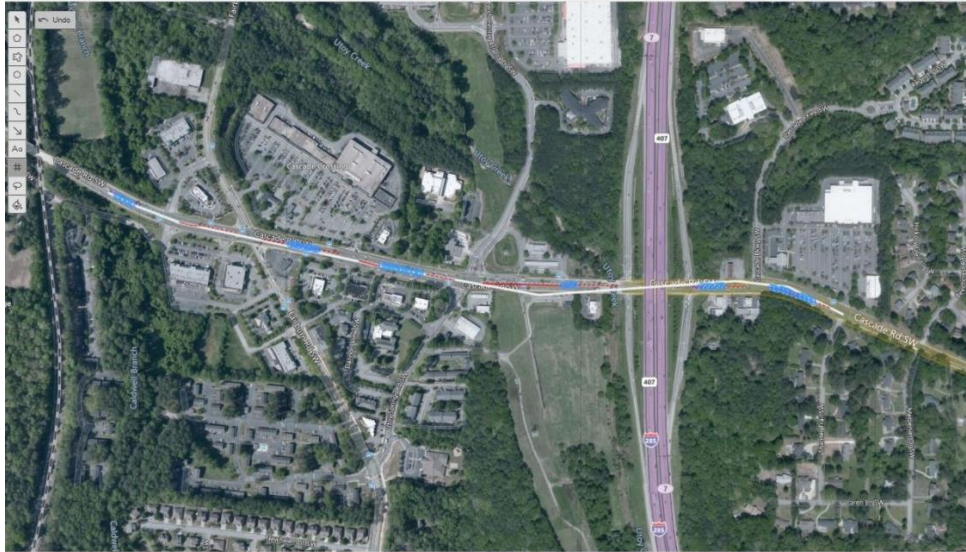
Scope – Additional Roadways

- Over the first 6 weeks, we will perform initial corrective services to define curb edges, remove buildup from gutters and curbs, and spray fence lines to reduce string trimming. This will be performed at no additional cost to the City, but we reserve the right to propose an initial clean-up for any areas of excessive vegetation or that need tree work.
- Growing Season: March-October - Mow, edge, trim, blow, and spray weeds EVERY OTHER WEEK.
- Fall and Winter Season: November-February will continue service but focus on leaf and litter removal EVERY OTHER WEEK.
- Areas that are not included: Private and commercial properties that are on any given roadway, and areas covered by other CID's or BID's.
- Tree canopy ground clearance will be maintained at 12'. Branches over 2" in caliper and/or above 12' from the ground will be considered outside of the basic scope and will require additional proposal and approval. Initial limb-up to 12' will be provided as a separate proposal.
- Service to include biweekly debris removal. Debris is defined as general litter, unauthorized campaign/sales signs, and other small items that would fit into a trash can. Large items (i.e., furniture), tires and dump sites of any size will require separate proposals and approvals.
- Initial clean-up for removing of vines from fences, pushing back tree line, etc. will be proposed and performed on an as needed basis.
- Pine straw applied to median island beds at Westgate Pkwy SW and Trade Water Pkwy SW, 2 x year.

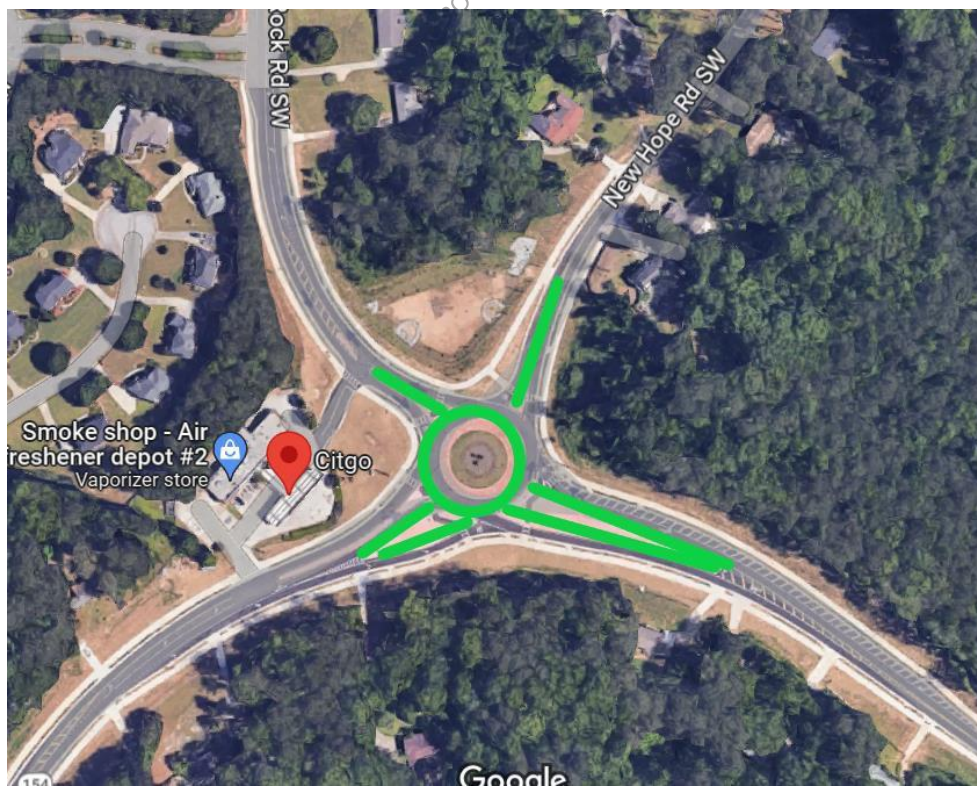
Scope – 3 Roundabouts & Cascade Medians

- Over the first 6 weeks, we will perform initial corrective services to define curb edges, remove buildup from gutters and curbs, shape prune shrubs and spray weeds. This will be performed at no additional cost to the City, but we reserve the right to propose an initial clean-up for any areas of excessive vegetation or that need tree work.
- Growing Season: March-October - Mow, edge, trim, blow, prune and spray weeds WEEKLY.
- Fall and Winter Season: November-February focus on leaf and litter removal. We will continue to service WEEKLY.
- Areas that are not included: Private and commercial properties that are on any given roadway, and areas covered by other CID's or BID's.
- Tree canopy ground clearance will be maintained at 12'. Branches over 2" in caliper and/or above 12' from the ground will be considered outside of the basic scope and will require additional proposal and approval. Initial limb-up to 12' will be provided as a separate proposal.
- Service to include WEEKLY debris removal. Debris is defined as general litter, unauthorized campaign/sales signs, and other small items that would fit into a trash can. Large items (i.e., furniture), tires and dump sites of any size will require separate proposals and approvals.
- Initial clean-up for removing of excessive vegetation and overgrowth will be proposed and performed on an as needed basis.
- Hardwood mulch applied to median islands and roundabouts, 2 x yr.

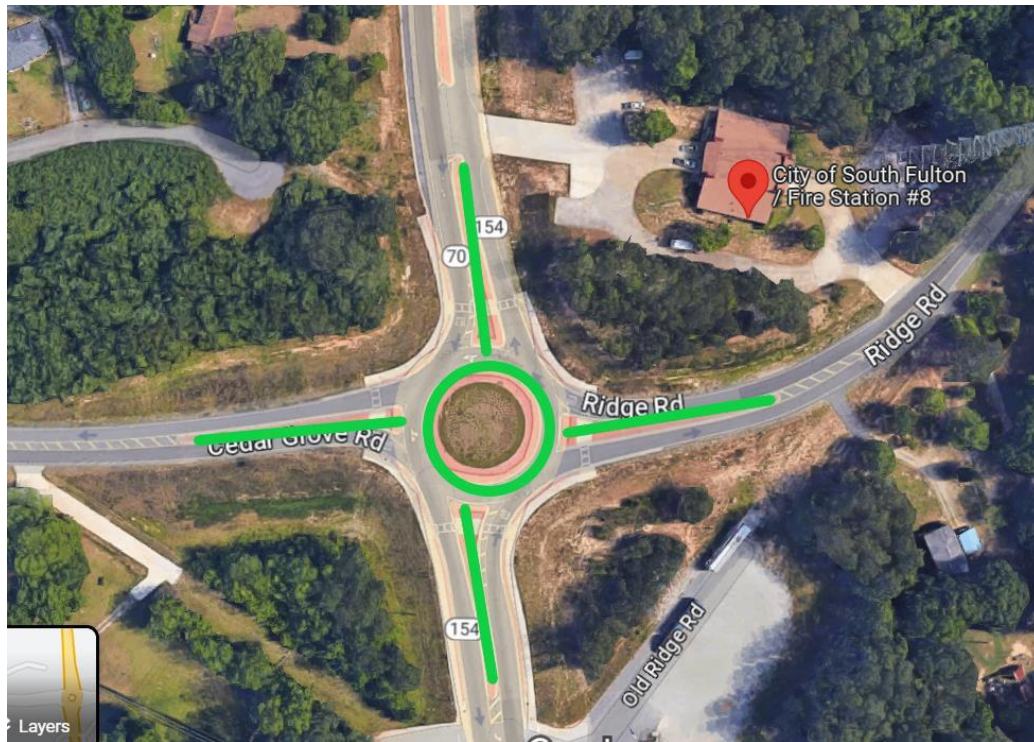
Cascade Median Islands



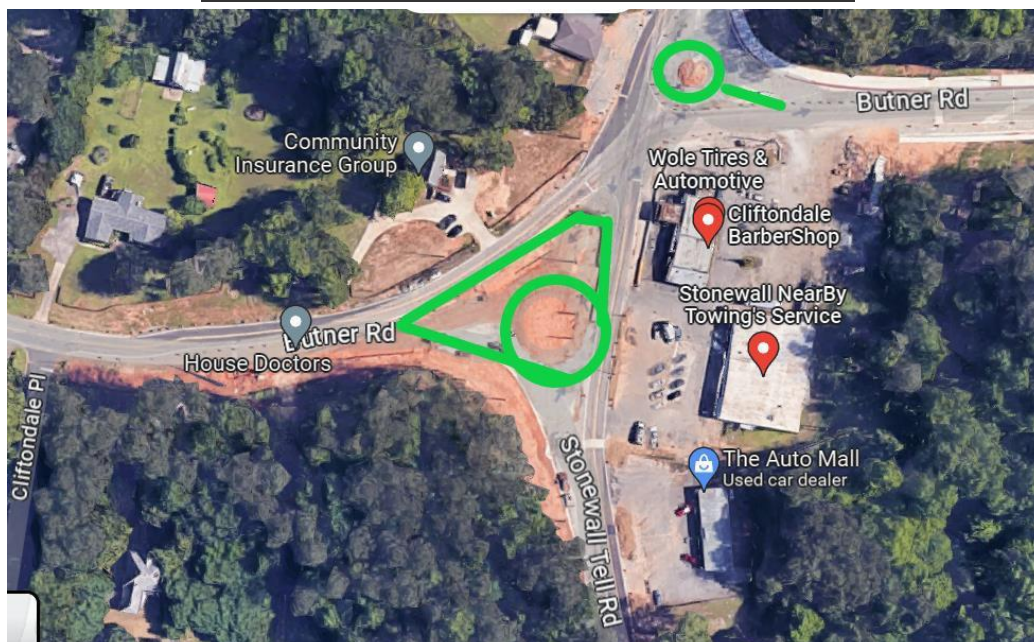
Campbellton Rd Roundabout



Cascade Palmetto Hwy Roundabout

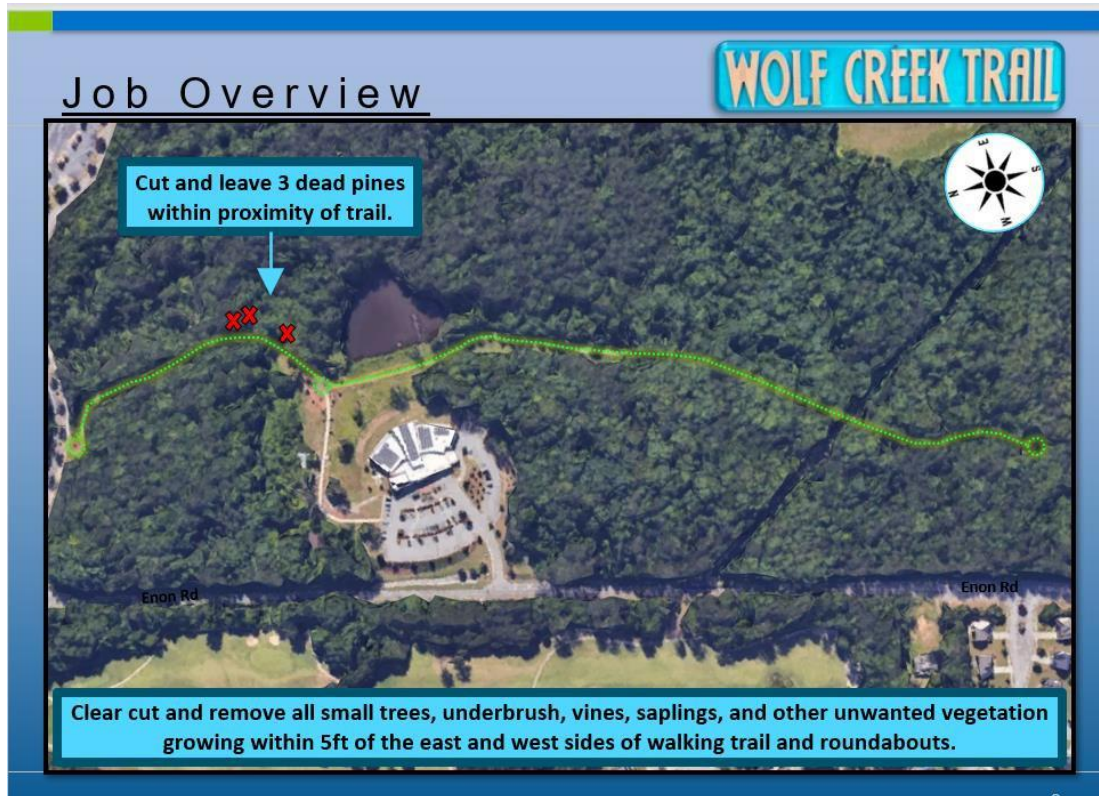


Stonewall Tell and Butner Rd Roundabouts



Scope – Wolf Creek Library Trail

- Trail has overgrown vegetation and will need to be cut prior to service start, to bring to a maintainable state. Proposal is included and also covers 3 dead pine trees that pose a risk to the trail.
- Over the first 6 weeks, we will perform initial corrective services to define hard edges, shape prune shrubs, spray weeds and pushback grassy vegetation to 10 feet off path or main tree line, which ever is closest. This will be performed at no additional cost to the City, but we reserve the right to propose an initial clean-up for any areas of excessive vegetation.
- Growing Season: March-October - Mow, edge, trim, blow, prune and spray weeds EVERY OTHER WEEK.
- Fall and Winter Season: November-February focus on leaf and litter removal. We will continue to service EVERY OTHER WEEK.
- Areas that are not included: Private and commercial properties that are on any given roadway, and areas covered by other CID's or BID's.
- Tree canopy ground clearance will be maintained at 12'. Branches over 2" in caliper and/or above 12' from the ground will be considered outside of the basic scope and will require additional proposal and approval. Initial limb-up to 12' will be provided as a separate proposal.
- Service to include EVERY OTHER WEEK debris removal. Debris is defined as general litter, unauthorized campaign/sales signs, and other small items that would fit into a trash can. Large items (i.e., furniture), tires and dump sites of any size will require separate proposals and approvals. Trash cans along trail will be emptied each service.



**EXHIBIT B: COMPENSATION SCHEDULE
ADDITIONAL COSTS**

Current contract amount	\$855,633.36
Three percent increase (upon renewal)	24,921.36
Additional bi-weekly services for the FIB side streets (about 20 miles).	112,104.00
Additional Weekly Landscape (3 round-about and Cascade Rd Median).	45,456.00
Wolf Creek Multi-use Trail, Bi-weekly services.	5,448.00
Total compensation for FY 2024 (October 1, 2023 – September 30, 2024)	<u>\$1,018,641.36</u>

LEGAL APPROVED 08/30/2023

Current State of Roads - Sample



Pricing – Additional Roadways

Based on October 1, 2023 start date

- \$112,104 Annually based on scope above.
- \$9,342 Monthly based on 12 months.

Pricing – Roundabouts & Cascade Rd Medians

Based on October 1, 2023 start date

- \$45,456 Annually based on scope above.
- \$3,788 Monthly based on 12 months.

(Additional Pricing Below)

LEGAL APPROVED 08/30/2023

<u>Job Cost</u>	WOLF CREEK TRAIL
1. Cut and leave three dead pines within striking distance of trail. 2. Clear cut all vegetation growing within 5ft of east and west or both sides of trail.	<u>Total Cost \$4,875.00</u>
4	

Pricing – Wolf Creek Library Trail

Based on October 1, 2023 start date

- \$5,448 Annually based on scope above.
- \$454 Monthly based on 12 months.

(Consolidated Pricing Below)

Consolidated Pricing 2024 Contract Additions

Based on October 1, 2023 start date and provided our current contract is approved for a 3% renewal increase.

Additional Roadways

- \$112,104 Annually based on scope above.
- \$9,342 Monthly based on 12 months.

Roundabouts & Cascade Rd Medians

- \$45,456 Annually based on scope above.
- \$3,788 Monthly based on 12 months.

Wolf Creek Library Trail

- \$5,448 Annually based on scope above.
- \$454 Monthly based on 12 months.

TOTAL ADDITIONS:

- \$163,008 Annually based on scope above.
- \$13,584 Monthly based on 12 months.

2024 Total:

- Current contract - \$830,712 + 3% = \$855,633.36
- Additions - \$163,008

TOTAL – \$1,018,641.36

- Wolf Creek Library Tree Work (will be billed separately)
 - \$4,875

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request for approval to enter into an agreement with Paryani Construction to provide interior facility renovation of Fire Station #6 (Cedar Grove). The agreement is a "piggyback" of the Cooperative Agreement, Georgia Statewide Contract #99999-SPD-S20200901-00020, issued by Sourcewell, #GA-A07-040820-PAR , a statewide cooperative organization. The contract is in the amount of \$1,996,701.00 and is budgeted in FY 23 capital improvement budget.

DATE: September 26, 2023

SUBJECT: Request for approval to enter into an agreement with Paryani Construction to provide interior facility renovation of Fire Station #6 (Cedar Grove). The agreement is a "piggyback" of the Cooperative Agreement, Georgia Statewide Contract #99999-SPD-S20200901-00020, issued by Sourcewell, #GA-A07-040820-PAR , a statewide cooperative organization. The contract is in the amount of \$1,996,701.00 and is budgeted in FY 23 capital improvement budget.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Cedar Grove Station #6 Renovations (Draft Contract)	Cover Memo	9/24/2023



PIGGYBACK AGREEMENT

WITH

PARYANI REAL ESTATE LLC

FOR

INDEFINITE QUANTITY CONSTRUCTION SERVICES

(FIRE STATION #6 RENOVATION – CEDAR GROVE)

**Total value = \$1,996,701
(Public Works Department)**

This agreement ("Agreement") is made and entered into by and between Osprey Management LLC (referred to herein as "Contractor") located at **2300 Windy Ridge Parkway, Suite R-76 Atlanta, GA 30339** and the City of South Fulton, Georgia (referred to herein as "City of South Fulton" and/or City").

WITNESSETH:

WHEREAS, Contractor is a for profit limited liability corporation engaged in the business of, among other lawful business, a contractor; and

WHEREAS, City of South Fulton has a need to acquire the services described in the Scope of Services attached hereto as Exhibit A (hereafter "Services"); and

WHEREAS, Contractor is under contract to provide said services pursuant to a Piggybacked Contract (see Exhibit B attached) and hereby agrees to render the Services outlined in Exhibit A under the exact terms outlined in Exhibit B; and

WHEREAS, the City of South Fulton desires to acquire the Services from the Contractor;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services**. Contractor hereby agrees to render services to the City of South Fulton as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference. Services shall be performed pursuant to

the general terms of Exhibit B. Contractor agrees to perform the Services at the direction of the Public Works Department or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation.** As consideration for the Services, the City of South Fulton shall pay to the Contractor the fee described in Exhibit A **- equals to the sum of one million nine hundred ninety-six thousand, seven hundred one dollars (\$1,996,701)** attached hereto and incorporated herein by reference.
3. **Contract Period.** This Agreement shall become effective as of the date of its execution and shall continue in effect for one calendar year after execution or until completion of the project, whichever date comes first. This Contract will terminate one calendar year after execution or until completion of the project, whichever date comes first.
4. **Notices.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand or mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to City of South Fulton:

Sharon Subadan
Interim City Manager
5440 Fulton Industrial Blvd.
Atlanta, Georgia 30336

With copies to:

Vincent Hyman
City Attorney
5440 Fulton Industrial Blvd
Atlanta, Georgia 30336

If to Contractor:

Jessica Jackson
Paryani Real Estate, LLC
2300 Windy Ridge Parkway, Suite R-76
Atlanta, Georgia 30339

5. **Conflict.** To the extent that any language of the Piggybacked Contract conflicts with the language of this Agreement, the language of this Agreement shall be controlling.
6. **Effective Date.** This Agreement shall be effective upon the date in which it is fully executed by the Parties' duly authorized representatives whose signatures appear below. This Agreement may be executed in one or more counterparts, all of which shall be deemed to constitute one and the same instrument.

Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

THE CITY OF SOUTH FULTON

khalid kamau, Mayor or Designee

Corey Adams, City Clerk

PARYANI REAL ESTATE,A LLC

Signature

Name: _____

Title: _____

Sworn to and subscribed before me this
____ day of _____, 2023.

Notary Public

My Commission Expires:

Approved as to form:

Vincent Hyman, City Attorney

EXHIBITS

EXHIBIT A	Scope of Work
EXHIBIT B	EZIQC Contract No.: GA-A07-040820-PAR Municipal Government Services (Piggybacked Contract)
EXHIBIT C	Insurance Documents
EXHIBIT D	Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

DRAFT (KLD 8.25.2023)

EXHIBIT A
SCOPE OF WORK

DRAFT (KLD 8.25.2023)



PARYANI

- CONSTRUCTION -

Fire Station #6 Design / Build Proposal

Developed for
Captain Gilliard; South Fulton Fire Rescue
Developed by
Bhavik Paryani; Paryani Construction

The information contained in these documents is confidential, privileged and only for the information of the intended recipient and may not be used, published or redistributed.

Table of Contents

Company Profile & Narrative.....	3
Services Offered	4
Insurance & Bonding.	5
EMR Rating.	7
Claims and Litigation.....	8
Relevant Projects & History	9
Client References	12
Executives & Org Chart	13
Project Budget Summary	17
Pre-Construction Management Plan	23
Construction Management Plan	20

DRAFT (KLD 8.25.2023)

1. Company Profile & Narrative

Paryani Construction is an Atlanta based general contractor specializing in Construction Management at Risk, Design-Build, and Construction Manager Agency projects. Our focus is on the commercial market sectors including education, public sector base building, and healthcare.

The purpose of our general contracting business is not only to build and coordinate large scale projects, but also to create physical value that will craft a lasting impact in the communities we serve.

Paryani Construction was founded in 2018 with the intention of building a sustainable today, by actively looking for ways during the construction process to help eliminate waste and provide alternate methods of construction that provide exceptional quality, but at a reduced carbon footprint. Since our inception, we have been fortunate enough to help many small businesses and high-profile clients alike. Our previous clients include small mom-and-pop shops such as Bhumi Yoga and Altx Meat Market, along with more established clients such as Atlanta International School, Mercedes Benz, and Highwood Properties.

Paryani Construction's major strength lies in our planning and execution. Our team is well established in providing accurate planning and feedback for a variety of projects as well as providing accurate schedules forecasted out multiple years. Our underlying understanding in critical path scheduling and sequencing allows us to better forecast both costs and schedules.

Paryani construction has three major core functions.

1. An overarching goal of our company, built into the most core level of our work, is **safety**. We strive to be known in the industry as being progressive and disciplined in our commitment to safety.
2. Providing support to our clients to ensure a high-level **quality** project that is both delivered **on time**, and within **budget**.
3. To push the implementation of new **green** building philosophies such as net zero carbon emission buildings, to help ensure we are building a sustainable future. In addition, we work to be forward thinking, industry leaders in waste management and recycling that will benefit our clients and the environment.

These key elements have allowed Paryani Construction to become an up-and-coming leader in the local market through focusing on client satisfaction and over-delivering.

Community Involvement and Contributions

One of our core values at Paryani Construction is service, whether that be providing a service to a client or offering our service back to our communities. We deeply believe that by giving resources and time back to our communities, we are enabling future generations to continue to grow and develop. Since our establishment, we have worked with North Fulton Community Charities to schedule food drives and have led multiple groups of volunteers to donate time when the COVID pandemic first hit. We were also able to help the NFCC build their new food storage facility at a drastically below market average fee. In addition to the NFCC, our principals are on the boards of the Alpharetta Chamber of Commerce which help local business thrive, involved in the Big Brother Big Sisters program, and Habitat for Humanity. Additionally, we donate more than just our time and labor, and have financially supported numerous non-profits around Atlanta including the Auditory Verbal Center and Bert's Big Adventure, which both help children with disabilities.

Services Offered

Paryani Construction provides turn-key solutions for commercial construction projects. We utilize CM at Risk contracts and also engage in design/build contracts. Our services include preconstruction, value engineering, constructability assessments, interdisciplinary document coordination, contract administration, safety management, lean construction, LEED planning and management, virtual design and building information modeling (BIM), quality assurance and quality control, scheduling, costs control, field supervision/coordination, commissioning/validation, and closeout/warranty management.

Legal Structure and Company Record

Paryani Real Estate is an LLC based in Georgia. Paryani Real Estate is doing business as (D/B/A) Paryani Construction. Paryani Construction currently employs 12 full-time employees with an additional approximately 400 employees to complete actual construction services. Paryani Construction has successfully completed \$15MM+ in construction and are currently on track to complete approximately \$20M+ in construction in the coming 18 months. We currently have one corporate office located at 2300 Windy Ridge Parkway SE, Suite R76, Atlanta, GA 30339.

Paryani Construction is Building a Sustainable Today.



OLD REPUBLIC SURETY COMPANY

180 Interstate North Parkway SE, Suite 130, Atlanta, GA 30339 | T: 770.916.1238 | www.orsurety.com

October 4th, 2022

RE: Paryani Real Estate LLC dba Paryani Construction

To Whom It May Concern:

Old Republic Surety Company has provided surety bonds to Paryani Real Estate LLC dba Paryani Construction since 2021. In our opinion, Paryani Real Estate LLC dba Paryani Construction remains properly financed, well equipped and capably managed.

Old Republic Surety Company currently provides a \$7,000,000 single job surety program to Paryani Real Estate LLC dba Paryani Construction. We would consider larger single projects and program aggregate if needed. As always, Old Republic Surety Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. Our consideration and issuance of bonds is a matter solely between Paryani Real Estate LLC dba Paryani Construction and ourselves, and we assume no liability to third parties or to you by issuance of this letter.

Old Republic Surety Company has an A.M. Best "A+" Superior rated with a financial strength of "XV" and is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) at \$9,577,000 as of July 2022. Old Republic Insurance Company has an A.M. Best "A+" Superior rated with a financial strength of "XV" and is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) at \$142,639,000 as of July 2022.

Please feel free to contact me with any questions.

Sincerely,

Austin Chandler
Associate Underwriter
Old Republic Surety Company



July 27, 2022

Paryani Construction
2300 Windy Ridge Pkwy SE
Suite R76
Atlanta, GA 30339

RE: Paryani Construction Experience Modification Rating

Currently, Paryani Construction is not experience rated with NCCI, therefore they maintain a 1.00 as the industry average. This is due to Paryani not yet meeting the minimum requirement for premium size to become eligible for experience rating.

We can confirm Paryani Construction has not sustained any workers compensation claims during their time in business.

Please let us know if you need anything further.

Sincerely,



Mark Mason

Manager, Client Strategy
Sterling Seacrest Pritchard
mmason@sspins.com
770-635-4017

5. Claims & Litigation.

Paryani Construction is proud to announce we nor our principles have not been involved in any claim or litigation for any dollar amount at any point.

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia State Licensing Board for Residential and General Contractors
License No. GCCO006234

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
License No. GCQA006230

Manish Raju Paryani
961 W. Highland Drive NW
Atlanta GA 30318
Qualifying Agent
Qualifying Agent License No. GCQA006230
Company Name: Paryani Real Estate LLC
Company License No: GCCO006234
General Contractor Qualifying Agent
Issue Date: 02/12/2019
EXP DATE - 06/30/2022 Status: Active
Issue Date: 02/12/2019

Atlanta International School - Primary Learning Center



The Atlanta International School is one of the city's premier private schools. This school houses grades kindergarten through twelfth grade with an additional focus on foreign language immersion. The campus consists of multiple buildings all located in the Buckhead neighborhood of Atlanta.

The new Atlanta International School - Primary School Learning Center consisted of a three-story, 33,000 square feet. addition that adjoins to the existing primary school as well as the existing library. The new building will boast twenty-one additional classrooms, outdoor classrooms/courtyard space, flex spaces, shared work areas, and makerspaces. The project will also add a new face to the campus by addition of a brand-new curtain wall pavilion/entrance into the school. The scope of the project also includes a new cooling tower that will not only supply the new building, but also the existing buildings in the surrounding area.

Additionally, the school gained 9,000+ square foot courtyard, that added even more outdoor classroom spaces. Finally, the Primary School Learning Center project added a new cafeteria in place of the second floor of the existing library.

This building was completed throughout the school year while classes were still in session.

This required precise coordination to ensure that the flow of carpool and the student's learning experience was uninterrupted. This project did include preconstruction services and was delivered via a CM at Risk with a GMP.

CLIENT

Atlanta International School

CLIENT CONTACT

James Sitzman
(757) 362-8611

LOCATION

Atlanta, GA

COMPLETED

July 2018

DURATION

12 Months

FINAL CONTRACT AMOUNT

\$11,909,759

ARCHITECT

Lord Aeck Sargent

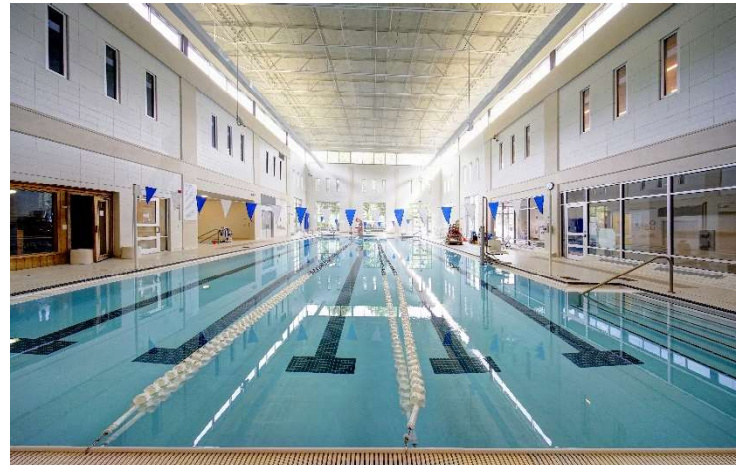
ARCHITECT CONTACT

Christine Ray
(404) 253-5604

Project Experience



Carl E. Sanders Family YMCA - The YMCA



The Carl E. Sanders YMCA project consisted of a total of 61,650 SF. The project consisted of a new building expansion portion, 13,238 SF, and renovation of the existing spaces. The project was completed in December of 2016 and houses new wellness area, two new group exercise rooms, as well as a few offices and storage spaces. The renovation portion of the project involved updating the existing wellness area, updating all the locker rooms and shower areas, expanding the child watch area, as well as renovating the gymnasium and natatorium. In addition to this, new parking areas, playground areas, and building roadway entrances were also updated and added.

The building was completed while normal operations persisted presenting unique challenges in Atlanta's busiest YMCA. Work was completed around and in between end users with minimal impact over the course of construction.

This project did include preconstruction services and was delivered via a CM at Risk with a GMP.

CLIENT

The YMCA

CLIENT CONTACT

Hugh Landrum
(770) 303-0911

LOCATION

Atlanta, GA

COMPLETED

December 2016

DURATION

20 Months

FINAL CONTRACT AMOUNT

\$6,196,279

ARCHITECT

Collins Cooper Carusi

ARCHITECT CONTACT

Traci Carusi
(404) 873-0001

Additional Project Experience

LakePoint Sports Pavilion



This indoor facility houses 12 hardwood basketball courts, with drop-down hoops and nets, that can easily convert into 24 volleyball courts. The new complex is part of Lakepoint's Sporting campus in Emerson, Georgia, a premier sports vacation destination and home to world-class sporting venues.

The 170,000 SF Lakepoint Indoor Facility is a state-of-the-art facility, multi-purpose events center. The 125,500 SF clear-span floor space gives LakePoint the unique capability of hosting a wide range of indoor sporting events year-round.

The impressive indoor venue includes food court, mezzanine, meeting rooms, and 16,600 square feet of storage and locker rooms. The Indoor Facility can host corporate events, conventions, and trade shows with more than 26,000 SF of gathering space. The ten flex rooms in the facility can be used for multiple events or combined into larger meeting areas. LakePoint Sports is located only 30 minutes north of Atlanta.

This building consisted of a 120,000 square feet monolithic slab and grade pour and one of the largest single span pre-engineered metal buildings built to date.

Engineering-News Record (ENR) Southeast awarded Lakepoint Indoor Facility a merit award for outstanding construction in the 2016 Best Project Awards under the Sports/Entertainment category.

This project did include preconstruction services and was delivered via a CM at Risk with a GMP.

CLIENT

LakePoint Sports

CLIENT CONTACT

Josh Laney

(404) 263-0490

LOCATION

Cartersville, GA

COMPLETED

March 2016

DURATION

3 Months

FINAL CONTRACT AMOUNT

\$22,419,625

ARCHITECT

WBA Architects

ARCHITECT CONTACT

Scott Lewis

(770) 209-9393

March 11, 2019

Paryani Construction – Letter of Recommendation

To Whom it May Concern,

It is an honor for me to recommend Manish Paryani for his services as a general contractor. I worked closely with Manish on an addition and renovations at the Atlanta International School. During this project Manish acted as the senior project manager. Utilizing his industry knowledge and overall leadership, Manish started his own company Paryani Construction.

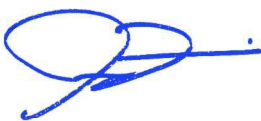
The AIS project included construction of a 33,000 square feet addition to the existing private school and renovation of exiting spaces. The total construction costs was just under \$12M. This building boasts steel construction with a brick façade, TPO and shingle roofing, open ceilings, and modern lighting. This highly complex project faced numerous challenges, such as tight site access, an accelerated schedule, and many unforeseen existing conditions. The team led by Manish was able to overcome all of these challenges regardless of the severity. His knowledge and expertise concerning historic buildings and preservation was paramount when we encountered 19th century construction in the primary school.

The project was completed using a CM at Risk delivery method. Manish was able to accurately project and forecast costs related to construction which allowed the project to continue to move smoothly and bring up issues related to construction, costs, and schedule in a timely manner. Despite the aggressive construction schedule, Manish and his team fulfilled their commitment to the Owner to deliver the project on time - allowing AIS' Primary School Learning Center to open its doors to students at the beginning of the 2018 school year as planned. They also did a great job managing the project budget allowing them to return some contingency to the Owner at the conclusion of the project.

In regards to subcontractors, Manish and his team utilized subcontractors that both understood the urgency and the need for quality in their work. Mr. Paryani made sure that all subcontractors were safe, professional and respectful to all students, faculty, and teachers on the premises at all times.

Based on Manish's construction team leadership, attention to detail, knowledge of construction means and methods and performance on the AIS project, I would welcome the opportunity to work with Manish and his new company Paryani Construction again. Our collaboration fostered a project that all parties can proudly call a success. Again, I would recommend Paryani Construction for your upcoming project.

Sincerely,



Jesse Frasier
Vice President
BDR Partners



Paryani Construction is a full-service general construction contractor that provides planning, cost estimating, project scheduling, and construction management, and covers all aspects of the construction process. It is our commitment to provide high-quality and cost-effective solutions to meet our clients' needs.



Manish Paryani

Project Executive

T 404.432.7820

manish@paryaniconstruction.com

Paryani Construction

2300 Windy Ridge Parkway Suite R-76

Atlanta, GA 30339

www.paryaniconstruction.com

EXPERIENCED PROFESSIONAL

Manish is a highly self-motivated and disciplined construction manager with extensive experience in cost control, scheduling, and quality control for large commercial projects. Manish learns very quickly and is experienced in a multitude of software that can help make any project run more efficiently. He is extensively familiar with safety, on-site management, and project coordination issues. Meeting deadlines and performing under pressure are second nature to Manish. He maintains exceptional client relationships and quickly develops new ones.

PROFESSIONAL AFFILIATIONS, CERTIFICATIONS, BOARDS

- NPDES Level 1A Certification
- OSHA 30 Hour Certified
- State of Georgia Unlimited Commercial General Contractor's License

RELEVANT PROJECTS

- Atlanta International School – Primary Learning Center – \$12M
- Atlanta International School – Summer Renovations - \$2M
- Bobby Jones – Parking Deck - \$20M
- Bobby Jones – Maintenance Facility - \$1M
- Bobby Jones – Practice Facilities – \$7M
- PentaRisk Offices - \$2M
- Noonan Golf Practice Facility – Georgia Institute of Technology - \$2.5M
- Carl E. Sanders Family YMCA Addition and Renovation – \$8M
- Emory Point Phase II - \$70M
- Lake Point Champion's Pavilion – \$25M
- Houston Medical Center Surgery Addition \$26M
- Nuerostudies - \$1M
- Atlanta Printmakers Studio - \$1.9M



Paryani Construction is a full-service general construction contractor that provides planning, cost estimating, project scheduling, and construction management, and covers all aspects of the construction process. It is our commitment to provide high-quality and cost-effective solutions to meet our clients' needs.



Bhavik Paryani

Pre-Construction Manager

T 770.355.0441

bhavik@paryaniconstruction.com

Paryani Construction

2300 Windy Ridge Parkway Suite R-76

Atlanta, GA 30339

www.paryaniconstruction.com

EXPERIENCED PROFESSIONAL

Bhavik's expertise has been developed through trial and error. He has developed and grown multiple businesses while taking on every aspect including, marketing, sales, customer relations, estimating, cost control, scheduling, and quality control.

His time spent in the field and on site have given him a breadth of knowledge in safety, quality, and a comprehensive understanding in mechanical, electrical, and plumbing (MEP) systems. One of his specialties lie in hydrostatic plumbing and designing automated pressurized control systems. His philosophy on continuing education has been imperative to the growth of his business.

HISTORIC PRESERVATION

Bhavik was involved in the Savannah Historic Preservation Program (HPP) in coordination with the Historic Savannah Foundation (HSF). Over the course of 4+ years he learned the importance of the design, documentation, and submittal process regarding reusing historic building materials. He worked closely with the local brick masons in the preservation of the oversized Savannah Grey Bricks. The reuse of limited building material was paramount in preserving the feel and look of the projects. Lastly, Bhavik was directly involved in the renovation of a former slave cottage-built in 1819.

PROFESSIONAL AFFILIATIONS, CERTIFICATIONS, BOARDS

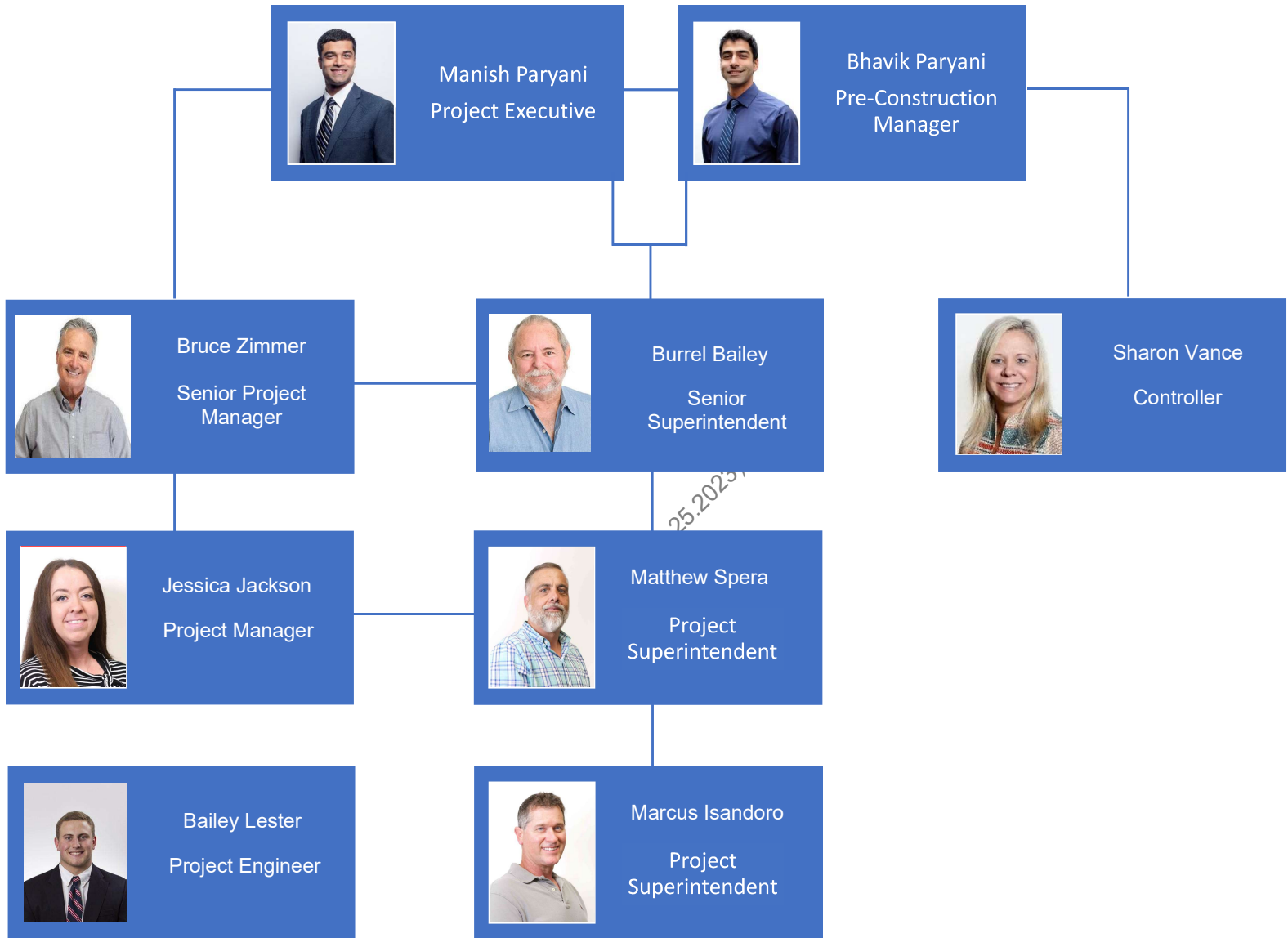
- National CPRP
- OSHA 30 Hour Certified
- Alpharetta Chamber of Commerce Jaycees Director
- Historic Savannah Foundation

RELEVANT PROJECTS

- Lab 1886 Mercedes Benz R&D Facility
- North Fulton Community Charities Expansion
- Cohen Pollock Merlin Turner Law
- iResearch Atlanta
- Neurostudies

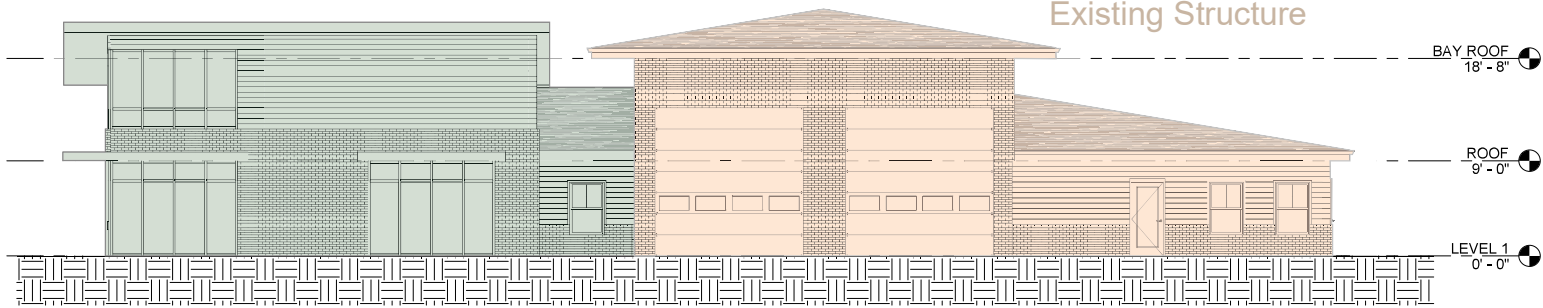
PARYANI

- CONSTRUCTION -

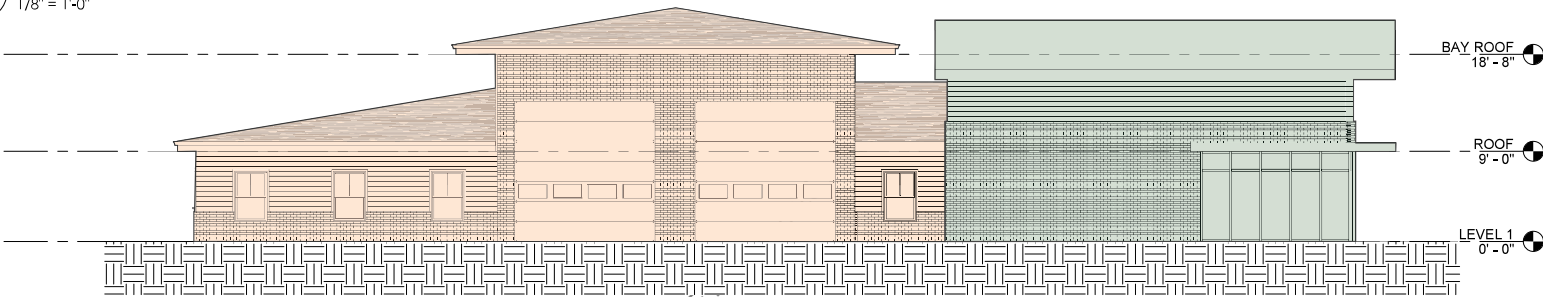


Proposed New Structure

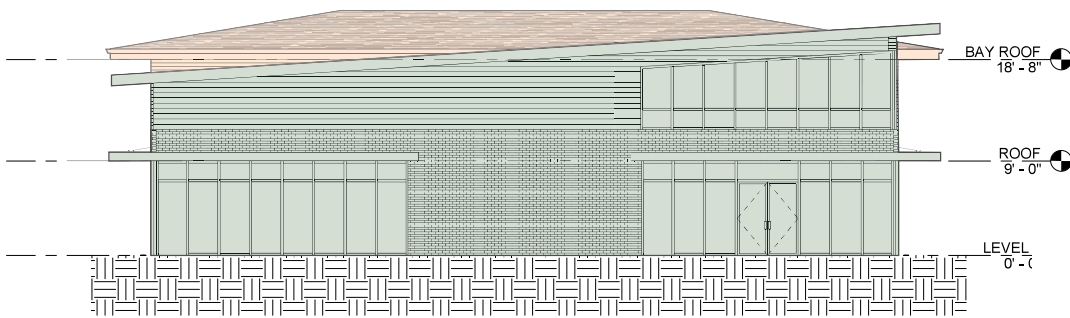
Existing Structure



1 NORTHEAST
1/8" = 1'-0"



2 SOUTHWEST
1/8" = 1'-0"



3 SOUTHEAST
1/8" = 1'-0"



Project: Fire Station #6
Total SF: 8,360

Date: Aug-23

		Project Cost Summary			
Item No:	Description	Amount	Cost/SF	% of Cost	
01 00 00	General Conditions	\$434,872	\$52.02	21.78%	
	Design & Engineering	\$168,900	\$20.20	8.46%	
	Management & Supervision	\$165,550	\$19.80	8.29%	
	Sanitary Facilities	\$10,656	\$1.27	0.53%	
	Dumpsters	\$23,088	\$2.76	1.16%	
	Jobsite Trailer and Storage	\$11,537	\$1.38	0.58%	
	Temporary Fencing	\$11,000	\$1.32	0.55%	
	Temporary Utilities (Power, Water, Etc.)	\$9,600	\$1.15	0.48%	
	Jobsite Cleaning	\$10,140	\$1.21	0.51%	
	Final Clean	\$24,401	\$2.92	1.22%	
03 00 00	Concrete	\$106,998	\$12.80	5.36%	
	Foundations	\$35,948	\$4.30	1.80%	
	Slab on Grade	\$29,925	\$3.58	1.50%	
	Site Concrete	\$41,125	\$4.92	2.06%	
04 00 00	Masonry	\$24,150	\$2.89	1.21%	
	Concrete Masonry Units	\$4,600	\$0.55	0.23%	
	Brick Façade	\$19,550	\$2.34	0.98%	
05 00 00	Metals	\$54,497	\$6.52	2.73%	
	Structural Steel	\$18,995	\$2.27	0.95%	
	Misc. Steel	\$35,502	\$4.25	1.78%	
06 00 00	Wood, Plastics, and Composites	\$74,370	\$8.90	3.72%	
	Rough Carpentry	\$64,470	\$7.71	3.23%	
	Lumber, Hardware, and Wrap	\$18,000	\$2.15	0.90%	
	Trusses	\$19,920	\$2.38	1.00%	
	Framing Labor and Equipment	\$26,550	\$3.18	1.33%	
	Finish Carpentry	\$9,900	\$1.18	0.50%	
07 00 00	Thermal and Moisture Protection	\$154,405	\$18.47	7.73%	
	Standing Seam Roof	\$81,665	\$9.77	4.09%	
	Insulation & House Wrap	\$9,100	\$1.09	0.46%	
	Expansion Joint	\$28,100	\$3.36	1.41%	
	Siding	\$35,540	\$4.25	1.78%	
08 00 00	Openings	\$76,200	\$9.11	3.82%	
	Interior Unit Doors and Hardware Material Package	\$15,100	\$1.81	0.76%	
	Interior Unit Doors and Hardware Installation	\$5,250	\$0.63	0.26%	
	Folding Bay Doors	\$36,650	\$4.38	1.84%	
	Fixed Windows and Doors	\$19,200	\$2.30	0.96%	
09 00 00	Finishes	\$142,915	\$17.10	7.16%	
	Walls & Ceilings	\$52,665	\$6.30	2.64%	
	Base, Transitions, Prep	\$2,200	\$0.26	0.11%	
	Floor and Wall Tile	\$11,550	\$1.38	0.58%	
	Resilient Flooring	\$47,000	\$5.62	2.35%	
	Painting & Coatings	\$29,500	\$3.53	1.48%	
10 00 00	Specialties	\$5,400	\$0.65	0.27%	
	Fire Protection Specialties	\$1,500	\$0.18	0.08%	
	Bathroom Accessories	\$3,000	\$0.36	0.15%	
	ADA Grab Bars	\$900	\$0.11	0.05%	
21 00 00	Fire Suppression	\$75,240	\$9.00	3.77%	
22 00 00	Plumbing	\$71,000	\$8.49	3.56%	
23 00 00	Heating, Ventilation, and Air Conditioning (HVAC)	\$110,000	\$13.16	5.51%	
26 00 00	Electrical	\$165,000	\$19.74	8.26%	
28 00 00	Electronic Safety and Security	\$14,550	\$1.74	0.73%	
	Fire Alarm	\$14,550	\$1.74	0.73%	
31 00 00	Earthwork	\$297,322	\$35.56	14.89%	
	Layout and Mobilization	\$4,900	\$0.59	0.25%	
	Site Demolition	\$35,000	\$4.19	1.75%	
	Erosion Control	\$31,000	\$3.71	1.55%	
	Grading & Earthwork	\$85,000	\$10.17	4.26%	
	Water Utilities	\$41,000	\$4.90	2.05%	
	Sanitary Sewer	\$39,500	\$4.72	1.98%	
	Storm Drainage	\$45,000	\$5.38	2.25%	
	Haul off Footing Spoils	\$15,922	\$1.90	0.80%	
32 00 00	Exterior Improvements	\$53,600	\$6.41	2.68%	
	Asphalt Paving	\$35,000	\$4.19	1.75%	
	Striping, Signage, and Wheel stops	\$3,600	\$0.43	0.18%	
	Landscaping & Irrigation	\$15,000	\$1.79	0.75%	
	Subtotal -----	\$1,860,519	\$222.55	93.18%	
	Insurance	\$36,347	\$4.35	1.82%	
00 42 23	Fee at 5%	\$99,835	\$11.94	5.00%	
	Total -----	\$1,996,701	\$238.84	100.00%	

BASIS OF ESTIMATE

The Basis of Estimate is a written explanation clarifying the assumptions and exclusions used in establishing the proposal dated June 2023. The scope of work includes the addition and buildout, for Fire Station #6. The following were used in preparation of this estimate:

- Initial Site Survey by General Contractor.
- Conceptual Site Plan by AOR - K.A Oldham Design, Inc. (*Architect of Record*)
- Conceptual Elevations by AOR – K.A Oldham Design, Inc (*Architect of Record*)
- Scope of Work Document by Wayne Gilliard at City of South Fulton Fire Dept.

GENERAL

- Paryani Construction carries insurance are required by law and excess liability.
- We have included a general one-year warranty on all items.
- We have confirmed adequate parking on site at no additional costs for all contractors.
- We have included a GC job site trailer and connex for storage as needed.
- We have included final cleaning as needed.
- We have included all dumpsters, temporary toilets, and temporary utilities.
- We have included architectural, civil, structural, mechanical, electrical, and plumbing engineering in our base scope.
- We have assumed the new addition to be approximately 4,200 sq ft based on requirements set forth by the city.
- We have assumed the new construction to be Type V-b noncombustible based on the existing structure.
- We have included renovation of the existing building and bays in our base scope.
- We have included Architectural, Mechanical, Electrical, Plumbing, Structural, and Civil Engineering by the Architect of Record. This is the same firm that did the original station.
- We have included a Conceptual Phase, SD, and a Final CD Phase.
- We have included providing a list of special inspections to be performed by a 3rd party.
- We have excluded all FF&E selection, procurement, or installation.
- We have excluded 3rd party NPDES monitoring. If required by owner.
- LEED or other similar green building requirements are excluded.
- All removal of hazardous materials and remediation is excluded.
- All moving and of owner fixtures, furniture, and equipment is excluded.
- We have excluded the permit fees, tap fees, and impact fees for this project, as it is a public project.
- All moisture remediation of concrete is assumed to not be required.
- Payment and Performance bonds have been excluded. If required add 2.2%.

02 – EXISTING CONDITIONS

- Removal or remediation of hazardous materials including mold, asbestos, and lead is excluded.
- We have included all surface demolition.

03 – CONCRETE

- We have included all concrete footings and foundations.
- We have included slab on grade and associated GAB, vapor barrier, and WWF.
- We have included all site concrete as shown, including dumpster pads, transformer pad, and generator pads.
- We have included sidewalks and pathways.
- We have included curb and gutter.
- Concrete retaining walls / MSE walls are excluded.

04 – MASONRY

- We have included a brick veneer at façade of the building that extends 4' and 11' upwards from grade.
- We have included CMU walls at exterior.

05 – METALS

- We have included steel and metals for roof openings, roof ladders, awnings, handrails, embeds, etc.
- We have included all miscellaneous such as bollards and dumpster gate frames as required.
- We included all hardware, anchor bolts, anchors, bearing plates, bolts, etc. as need to provide a complete scope.
- We have included all structural steel as required.

06 – WOODS, PLASTICS, AND COMPOSITES

- We have included rough carpentry and framing as required.
 - We have included wood framing, decking, sheathing, and hardware as required.
 - We have included engineered roof trusses as required.
 - We have included all hardware, straps, nailers, joist hangers, and mics ties as shown.
 - We have included rough carpentry for a trash enclosure.
 - We have included laminate cabinets and countertops at the community room as needed.
-

07 – THERMAL AND MOISTURE PROTECTION

- We have included a standing seam metal roof as required at new addition.
- We have included gutters and downspouts as shown including tying into the storm system via plastic downspout adapters as needed.
- We have included a house wrap/building wrap behind all siding. We've included flashing tape per the manufacturers' instructions at exterior fixed windows.
- We have included all siding, trim, accessories, fascia, freeze board, etc. as shown and needed to provide a complete siding system.
- We have included sealing dissimilar materials and caulking building joints as needed.
- We have included a floor to structure expansion joint where the new structure meets the existing structure.

08 – OPENINGS

- We have included a glass storefront system at all new doors and windows.
- We have included replacement of existing overhead doors with side folding bay doors.
- We have excluded all access controls and electrical hardware.

09 – FINISHES

- We have included all gypsum board walls, ceilings, and finishing.
- We have included all interior and exterior paintings and coatings.
- We have included resilient floorcoverings.
- We have included rubber flooring in the workout room.
- We have included ceramic tile in the restrooms.
- We have excluded wood base throughout.
- We have included a standard profile and standard color 4" rubber base at all locations.

10 – SPECIALTIES

- We have included fire extinguishers as required.
- We have included ADA grab bars at restrooms as required.
- We have included all restroom accessories as required.

11 – EQUIPMENT

- We have excluded all appliances.

12 – FURNISHINGS

- We have excluded all furnishings.
-

21 – FIRE SUPPRESSION

- We have included a new fire suppression system that will be required by code. We have assumed that the existing site will have the correct water pressure from the City of South Fulton.
- We have included a new fire vault with a backflow preventer as required.

22 – PLUMBING

- We have included all sanitary waste lines and vents.
- We have included all domestic supply lines.
- We have included all floor cleanouts and hub drains.
- We have included all restroom fixtures.
- We have included water heaters.

23 – HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

- We have included all duct work and distribution.
- We have included all vents and exhaust fans.
- We have included all thermostats.
- We have included all dryer vents.

26 – ELECTRICAL

- We have included a complete lighting package.
- We have included all the meter, panels, and power distribution.
- We have included 208 volts wiring for (3) new electric vehicle charging stations.
- We have included conduit for additional future EV charging stations.
- We have included conduit for telephone / TV services.
- We have included temporary power service as required for the duration of construction.
- We have included relocation of existing generator.

27 – COMMUNICATIONS

- We have excluded all communications and low voltage cabling or drops.
- We have excluded all cameras, security systems, or any other low voltage items.

28 – ELECTRONIC SAFETY AND SECURITY

- We have included adding a new fire alarm system to monitor the entire space.
- The new fire alarm system ongoing contract will be by Owner.

31 – EARTHWORK

- We have included construction layout, surveying, and GPS set up as needed.
- We have included all site demolition.
- We have included erosion controls as needed.
- We have included all grading, excavation, backfilling and earthwork as shown and needed.
- We have excluded erosion control monitoring by a 3rd party. Paryani Construction holds NPDES blue cards.
- We have included temp and permanent grassing.
- We have assumed the storm water and underground detention systems are existing to remain.
- We have included all storm piping and storm structures.
- We have included all fire water vaults, piping, structures and accessories.
- We have included street tie ins and traffic control as needed.
- We have included new taps on the water main in the ROW.
- We have included all back flow preventers and RPZ's.
- We have included all sanitary sewer lines, grease traps, and structures.
- We have included termite treatment.
- Removal and/or remediation of site water other than casual water is excluded.
- Removal and/or blasting of rock is excluded.
- Removal and/or remediation of unsuitable soils is excluded.
- All geotechnical engineering is excluded.

32 – EXTERIOR IMPROVEMENTS

- We have included paving and striping at GDOT lane.
- We have included GAB subgrade.
- We have included wheel stops, handicap stencils, and accessible signs.
- We have included new landscaping and irrigation systems.

PRE-CONSTRUCTION MANAGEMENT PLAN

Our Approach to Preconstruction

Our initial step would be to develop a budget and schedule for the project with input from the City of South Fulton and the Architect and Engineers. We will compile a complete internal estimate for the work, and in the process develop a preliminary project schedule to be used to establish overhead costs, provide the subcontractors guidelines in establishing their pricing, and set the overall time constraints for the project. At this point the team will have a preliminary budget and estimate. We can also at this point identify which bid packages will need to be released first to accommodate the overall project schedule.

We will establish a list of subcontractors that are appropriate for the project. Selection will be based on scopes of work, past performance, minority status, and availability of personnel for the given time frame.

Paryani Construction has a good relationship with many tiers of craftsmen in all trade groups. Our reputation for organized jobsites, team approach and prompt payment will aid us in obtaining the most competitive pricing.

Cost Control and Scheduling Activities

We will release pricing packages in order of schedule and lead time priorities. We will do an in-house estimate on these scopes in parallel with the subcontractor pricing. When all the Design Development packages have been released and subcontractor pricing is received, we will use our Bid Recording Sheets to level the subcontractor pricing. At this point we can revise our preliminary estimate and schedule to reflect the more accurate data we have acquired.

At the Construction Document Phase, we will release packages to the subcontractors for final pricing. At the same time, we will update our internal estimate. Upon receipt of CD pricing from the subcontractors we will be able to update the schedule and estimate and once again level the subcontractor pricing. We will also at this point identify any allowances that are being carried in the budget.

After Paryani Construction levels all the Subcontractor pricing at the CD phase we will be ready to review the Subcontractor bids and leveling sheets with the goal of selecting the appropriate sub in each category. Based on this meeting a Letter of Recommendation will be prepared by Paryani Construction for the Owner to execute. Upon execution of this document, we will proceed to get contracts signed, insurance in place, and shop drawings and submittals in the works.

CONSTRUCTION MANAGEMENT PLAN

Our Approach to Construction

Accuracy in developing the Project Schedule, attention to detail in the preparation of the Purchase Schedule, prompt and precise negotiation of subcontract language and scopes, and timely execution of Owner and Subcontractor Contracts create a starting point for the successful execution of the construction phase.

The development of the Project Schedule starts in the Preconstruction phase as a preliminary document the subcontractors use in preparation of bids that are compatible with the Owner's needs to occupy the space. Throughout the subcontractor selection process, we focus on finalizing all delivery dates and work duration as well as incorporating coordination of the construction trades including Owner provided vendors or materials.

In the Construction Phase we hold weekly subcontractor meetings on site. At these meetings, a central item of discussion is schedule. We use subcontractor feedback and the experience of the whole Construction Management Team to update and adjust the schedule. This allows us to keep the owner constantly aware of progress on the job as it relates to the schedule. Another tool that is developed and used at these subcontractor meetings is the 2 week look-ahead schedule which breaks down even further the activities projected to occur on the jobsite for the 2 upcoming weeks. Schedule management allows us to accurately project the related construction costs.

Before the Award Letter for a specific trade is approved and signed by the owner we will publish and distribute the document to the subcontractor. Prior to this action we will have had several meetings with their onsite team to ensure scope, deliveries and manpower are in line with the project timeline. Our subcontract is executed and returned to us along with a valid insurance certificate before the Subcontractor can start work on site.

Quality Assurance

Quality Assurance is guaranteed by speedy and detailed processing of submittals, access to submittal data in the field, and in-depth knowledge of the drawings and specifications. Additionally, the on-site superintendent is knowledgeable in all aspects of the project and his daily review of construction in progress is used to identify and proactively correct mistakes and poor workmanship. Pre-task Planning sessions with subcontractors helps to ensure all materials, required tools, manpower, and safety equipment are available before we start a specific phase of construction. In the preconstruction phase we select subcontractors with proven track records for quality work. Other members of the project team will also visit the site during construction to assist in the identification of work that needs remediation. Punch list and close out start literally from the beginning of the project. The time frames and requirements of close out are detailed in the Subcontract language. Paryani Construction will start to assemble As-built drawings as the work of a specific subcontractor is completed. Paryani Construction usually turns over close out documents within 30 calendar days of substantial completion. Under the Quality Assurance Program, we will punch list the job as it goes along. Our goal is for zero punch list items at substantial completion.

This is where the depth of experience you get with Paryani Construction pays off.

Cost Control

During the Preconstruction Phase a Budget Control Report will be used to track changes and RFP's. These will be permanently tracked - whether they are approved or not - to record any cost variations in the project. Subcontractors will have scopes accurately reviewed to avoid surprise problems during the Construction Phase. Any changes in scope will be addressed in a timely manner with all pricing issues accurately responded to within 5 working days.

Proven Leadership & Performance. Paryani Makes Construction Management Simple.

Our time-tested process gives us unique insight into all aspects of construction management.



**Detailed
Proposals**



**Quality
Documentation**



**Transparent
Reports**



**Powered by
Procore**

The information contained in these documents is confidential, privileged and only for the information of the intended recipient and may not be used, published or redistributed.

2300 Windy Ridge Parkway Suite R76 Atlanta, Georgia 30309

Phone 404-432-5820 of 614 www.paryaniconstruction.com

Page 589 of 614
City of South Fulton | September 26, 2023

EXHIBIT B
EZIQC Contract No.: GA-A07-040820-PAR
GOVERNMENT SERVICES (PIGGYBACKED CONTRACT)

DRAFT (KLD 8.25.2023)

PARTICIPATION AGREEMENT (CONTRACT)
between
Paryani Real Estate, LLC
and the
STATE OF GEORGIA – DEPARTMENT OF ADMINISTRATIVE SERVICES
for

Sourcewell Contract #: GA-A07-040820-PAR
Georgia Statewide Contract # 99999-SPD-520200901-00020

WHEREAS OCGA 50-5-51(9) authorizes DOAS to enter into agreements with nonprofit organizations to further promote the purposes and policies set forth in OCGA 50-5-50 et.seq.; and

WHEREAS Sourcewell is a government cooperative purchasing consortium that can expand the purchasing base for DOAS and thereby create leverage and economies of scale DOAS cannot create by itself; and

WHEREAS Sourcewell issued Invitation for Bid GA-040820 soliciting indefinite quantity construction services; and

WHEREAS Paryani Real Estate, LLC ("Contractor") submitted a bid; and

WHEREAS after reviewing Contractor's Bid, Sourcewell selected Contractor as one of the approved vendors to provide indefinite quantity construction services in accordance with Indefinite Quantity Construction Agreement between Sourcewell and Contractor dated April 20, 2020 and the following contract documents: Book 1 - Project Information, Instructions to Bidders and Execution Documents; (b) Book 2 - IQCC Standard Terms and Conditions and IQCC General Conditions; (c) Book 3 - Construction Task Catalog, (d) Book 4 - Technical Specifications; and any Addenda thereto

WHEREAS the term of this Participating Addendum (Contract) will be effective September 1, 2020 through July 20, 2021 and coterminous with the Master Agreement term unless otherwise cancelled or terminated. The parties must mutually agree to renew this Participation Agreement for additional periods of one year (12 months) each. Sourcewell amendments to extend the term date are automatically incorporated into this Participating Addendum (Contract) unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum (Contract).

WHEREAS DOAS has determined the pricing formulas in Contractor's Bids submitted to and approved by Sourcewell are as good as or better than prices ordinarily achieved through individual competitive bids.

NOW THEREFORE the parties agree as follows:

1. Forum and Choice of Law

The laws of the state of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of state law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Participating Agreement, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the state.

2. Legal Compliance

This Contract shall be interpreted and governed by the laws of Georgia without regard to principles of conflicts of laws. Contractor shall comply with all laws, rules, regulations, ordinances, and orders of any

governmental authority having jurisdiction over the project or the performance of the work, and the specific laws noted below, and shall ensure such compliance of its Subcontractors.

2.1. Open Records Act. Authorized User and Contractor acknowledge and agree that certain records of the project and the work, including records of Subcontractors, are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, with particular attention being called to O.C.G.A. § 50-18-70(a) regarding the records of private persons, firms, corporations, or other private entities engaged in performance of services or functions on behalf of a state agency, public agency, or public office.

2.2. Energy Efficiency and Sustainable Construction Act of 2008. All projects subject to the Georgia Energy Efficiency and Sustainable Construction Act of 2008 ("Energy Act") must be designed so that not less than 10 percent of all building materials used in the project are materials that are harvested, extracted, or manufactured in the State of Georgia where such products are commercially available. Contractor shall track the value of all Georgia-based materials installed in the project. Contractor shall provide documentation to ensure compliance and shall complete the Georgia-Based Materials and Products Checklist to certify compliance with, the requirements of the Energy Act. A copy of Georgia-Based Materials and Products Checklist can be located at the following link:

https://gsfc.georgia.gov/sites/gsfic.georgia.gov/files/related_files/press_release/Ga%20Peach%20Guidelines%20Presentation%205-17-13.pdf

2.3. Illegal Immigration Reform and Enforcement Act of 2011. Contractor certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. § 13-10-90 *et seq.* Contractor warrants that it has registered with and uses the federal work authorization program commonly known as "E-Verify." Contractor further agrees that it will contract for the physical performance of services in satisfaction of this Contract only with Subcontractors who present an affidavit as required by O.C.G.A. § 13-10-91. Contractor warrants that it will include a similar provision in all contracts entered into with Subcontractors for the physical performance of services in satisfaction of this Contract.

2.4. Drug-Free Workplace. Contractor certifies that it will provide a drug-free work place in accordance with the Drug-Free Workplace Act, O.C.G.A. §§ 50-24-1 *et seq.* Contractor certifies that it will secure from all Subcontractors the following written certification: "As part of the subcontracting agreement with (contractor's name), (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

2.5. Applicable Sales and Use Taxes. Contractor shall pay all applicable sales and use taxes, including such taxes on the Authorized User supplied tangible personal property that is to be incorporated into the project as required by O.C.G.A. 50-24-1(h)(1). Prior to supplying such property, Authorized User shall provide notice of the amount of tax owed for such tangible personal property.

2.6. No Boycott of Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §§ 50-5-85.

2.7. Sexual Harassment Prevention. The State of Georgia is committed to providing a workplace environment free from sexual harassment for its employees and for all persons who interact with state government. The State of Georgia requires that its contractors and their employees and subcontractors who interact with State employees to act in a professional manner to contribute to a work environment that is free from sexual harassment. The State of Georgia has adopted a Statewide Sexual Harassment Prevention Policy, a copy of which is available on-line at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy> Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy, all contractors who are regularly on State premises or who regularly interact with State employees must complete sexual harassment prevention training on an annual basis. If

Contractor has employees and Subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

2.7.1. Contractor will ensure that such employees and Subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy;

2.7.2. Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and Subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at the following link:

<https://www.youtube.com/embed/NjVt0DDnc2s?rel=0>

Prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

Upon request of the Authorized User, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

2.8. Variances. If Contractor observes that the construction documents are at variance with any laws, ordinances, rules, regulations, or codes stated above, it shall promptly give Notice to Authorized User. If Contractor performs any work contrary to such laws, ordinances, rules, regulations, or codes without providing such prior notice to Authorized User, it shall bear all costs arising therefrom. No variances from the Contract are allowed except to the extent that the said variances are necessary to comply with the above-stated codes. If any express requirements of the Contract are at variance with the above-stated codes, a change order shall be executed to bring the Contract into compliance with the above-stated codes.

2.9. Notice. Any notice or other material communication required or permitted under this Contract shall be in writing, dated, and signed by an officer or duly authorized representative of the party making same. Unless otherwise required by the provisions of this Contract, notice may be sent via electronic mail, fax, U.S. Mail, or hand delivered. All members of the Project Team shall be copied on any notice. The persons and addresses to which notices should be given may be changed by notice given in accordance with this section. Such notice shall be effective as of the date on which it is received or would have been received but for the refusal of the addressee to accept delivery.

2.10. Order of Precedence of Contract and Changes. In the event of conflict among the Contract documents, a change order shall control over any previous change order; and a change order shall control over the general requirements, which shall control over this Contract, which shall control over the general requirements, which shall control over the specifications.

2.11. Order of Precedence in Construction Documents. The following general principles shall govern the settlement of disputes that may arise over conflicts in the construction documents: (a) as between the drawings and specifications, the specifications shall govern; (b) as between figures given on drawings and the scaled measurements, the figures shall govern; and (c) as between large-scale drawings and small-scale drawings, the larger scale shall govern. Conflicts discovered shall be immediately reported to Authorized User.

3. Authorized Source of Supply

DOAS authorizes cooperative purchasing through Sourcwell so that state and local government entities hereafter referred to as Authorized Users may contract for indefinite quantity construction services using the pricing formulas in the Contractor's Bid.

Any such Order placed by an Authorized User for construction services under this agreement shall be bound by the terms and conditions set forth in the Contract Documents referenced above; provided, however;

3.1. Work Order Threshold. Contractor is not obligated to enter into an individual Order with any Authorized User for supplies or services less than \$2,000.00. Contractor shall not enter into an individual Order with any Authorized User for supplies and services more than \$1,000,000 without prior approval from DOAS;

3.1.1 Contractor shall not enter into a series of Orders with the same Authorized User within a thirty (30) day period for supplies and services that together total more than \$2,000,000.00 without prior approval from DOAS.

3.2. Work Order Response. Contractor is required, as soon as practicable after award of the Work Order, to furnish in writing to the Authorized User the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the work, along with estimated values to be paid to each Subcontractor. The Authorized User will reply promptly to the Contractor in writing stating whether or not, after due investigation, Authorized User has reasonable objection to any such proposed person or entity. Failure of the Authorized User to reply promptly shall constitute notice of no reasonable objection.

3.1.2. The Contractor shall not contract with a proposed person or entity to whom the Authorized User has made reasonable and timely objection.

3.1.3. If the Authorized User has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Authorized User has no reasonable objection.

3.3. Work Order. The Authorized User may issue a Work Order based upon the needs and scope of their particular construction service requirements referencing SWC _____. Any specific requirements would be attached to the Order as "Special Conditions." All orders under this Contract are to be made out to and processed by the Authorized User and should contain the following:

- (i) Mandatory Language "Work Order is subject to the Indefinite Quantity Construction SWC No.:";
- (ii) Agency Name, Address, Contact, & Phone-Number and;
- (iii) Reference to the state contract number and contractor's name. "99999-SPD-00000 - Contractor's Name"
- (iv) Completed Project Charter for Services

3.4. Fund Obligation. This Participation Agreement authorizes the Contractor to enter into Orders with Authorized Users hereunder. Each Order that the Contractor executes with Authorized Users is a separate obligation between the Contractor and the Authorized User. DOAS shall not be responsible for the payment of any Orders executed by the Authorized User.

3.5. Reporting. Contractor shall submit the following management reports to the DOAS identified contract administrator. All reports shall be provided by the Contractor in electronic format. All electronic reports must be submitted in Microsoft Excel or Microsoft Access format. Reports should include the ability to sort/summarize by account.

3.5.1. Contractor shall submit a monthly contract status report to DOAS' contract administrator by the fifteenth (15th) calendar day of the following month. Topics to be covered in this report would include, but are not limited to, problems or questions that required more than five working days to resolve, product changes, anticipated problems, small and minority business utilization,

3.5.2. Contractor shall supply a Progress Report to Authorized User by the end of the first week of each month, a minimum of one week prior to the monthly Progress Meeting. The Progress Report shall include the following:

1. Project/management summary
2. Work performed during the reporting period
3. Milestones met and/or achieved
4. Progress against the schedule (any changes is to be identified together with remedial action)
5. Dependencies
6. Problems experienced
7. Activities planned for the next period
8. Risk log status
9. Action log status
10. Assumption log status.

The format of the progress report shall be agreed upon with the Authorized User during the initial Scope Meeting. In addition, the same level of reporting (but by entity) shall be provided to DOAS during the Business Review meetings. Reporting may include, but not limited to, open single and multiple projects.

3.5.3. Upon Request, the Contractor shall provide, evidence of the Contractor's good faith efforts to utilize local, small and minority businesses.

3.6 Construction Task Catalog Updates. On the anniversary of the Sourcwell solicitation, a new Construction Task Catalog will be furnished. The new Construction Task Catalog will be effective for the twelve (12) month period after the anniversary of the Sourcwell award date. The Construction Task Catalogs that accompany each anniversary shall only apply to Work Orders issued after the effective date of that specific renewal option and shall have no impact on Work Orders issued prior to the effective date of that specific renewal option.

SUPPLIER: Paryani Real Estate, LLC 2300 Windy Ridge Parkway SE, Ste R-76, Atlanta GA 30339 404-432-7820 Manish Paryani manish@paryaniconstruction.com	
SERVICE AREA	<i>Area A</i>
Normal Working Hours - Prevailing Wage – Non-Secure Areas 7am-4pm Mon-Fri; except Holidays	1.2216
Other than Normal Working Hours - Prevailing Wage – Non-Secure Areas 7pm-7am Mon-Fri, all day Sat, Sun & Holiday	1.2432
Normal Working Hours – Non- Prevailing Wage – Secure Areas 7am-4pm Mon-Fri; except Holidays	1.2432
Other than Normal Working Hours - Non-Prevailing Wage – Secure Areas 7pm-7am Mon-Fri, all day Sat, Sun & Holiday	1.2649
Non Pre-Priced Items	1.1351

3.7. Quarterly Business Review Meetings. Contractor must participate in quarterly business review ("QBR") meetings at DOAS' request. During the QBR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by the Contractor and DOAS. The QBR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, development/monitoring of a Contractor service "scorecard."

4. Bonds. Upon execution of the Contract, Contractor shall furnish requested bonds (a performance bond and/or a payment bond), with a penal sum equal to at least the Contract Sum. Surety companies must be acceptable to Authorized User. All bonds at the time of issuance must be issued by a company authorized by the Insurance Commissioner to transact the business of suretyship in the State of Georgia.
5. Indemnification Obligation. Contractor shall indemnify, defend, and hold harmless Authorized User, the State of Georgia and its departments, agencies and instrumentalities, and all of their respective officers, members, employees, and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, suits, judgments, liability, demands, losses, costs, or expenses, including reasonable attorneys' fees and other costs of litigation including expert witnesses, arising out of bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Contract or any act or omission on the part of Contractor, its Subcontractors, its agents, employees, or others working at the direction of Contractor or on its behalf, or due to any breach of this Contract by Contractor, or due to the application or violation of any applicable Federal, State or local law, rule, or regulation. The indemnification obligation set forth in this section extends to the successors and assigns of Contractor and will survive the termination of the Contract or Contractor's performance hereunder and the dissolution or, to the extent allowed by law, the bankruptcy of Contractor.

This indemnification obligation does not extend beyond the scope of the any Project, this Contract, and the work or obligations undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred due to the sole negligence of the Indemnitees.

6. Time

6.1. Duty to Commence and Complete Work. Contractor shall commence physical work at the project site within ten (10) days of the issuance of the Proceed Order but shall not commence any physical work on the site until a Proceed Order is issued. Contractor shall achieve Material Completion of the Project not later than the Material Completion Date.

6.2. Time is of the Essence. Time is of the essence of this Contract and all obligations hereunder. Time being of the essence, it is mutually agreed that Owner will suffer damages if Contractor does not achieve Material Completion by the Material Completion Date and Contractor shall therefore compensate Authorized User for the delay as provided in Section 5.3. Contractor has carefully examined and analyzed the Site, the Contract, Construction Documents, and all known factors related to its ability to achieve Material Completion by the Material Completion Date. Contractor agrees that the stipulated Contract Time is fair and reasonable.

6.3. Liquidated Damages for Delay. The parties may agree to an amount to paid as Liquidated Damages if Contractor fails to achieve Material Completion by the Material Completion Date. If the parties agree to Liquidated damages, such Liquidated Damages shall be stated in the Work Order and the Project Charter. The specified liquidated damages are not a penalty but are agreed to in advance because of the difficulty of determining and proving the amount of delay damages incurred by the Authorized User as a result of the delay. Liquidated Damages shall be charged beginning upon the day following the contractually required Material Completion Date and ending on the date that the Certificate of Material Completion is issued. Liquidated Damages shall be deducted from payments due to Contractor as they accrue and such deduction shall be in addition to the retainage provided for in the Contract. If the parties do not agree to a sum for Liquidated Damages, the Authorized User shall be entitled to recover its actual damages if Contractor fails to reach Material Completion by the Material Completion Day.

7. Contract Suspension and Termination

7.1. Termination. The termination of this Contract does not in and of itself terminate any Order(s) executed pursuant to the authorization of this Contract; provided, however, termination of the Contract may be considered by any Authorized User in its determination whether to terminate its individual Order with the Contractor.

7.2. State Right to Terminate Work Order Without Cause. The state may terminate the contract at any time, without cause, upon giving Contractor 60 days' Notice. In the event the state elects to terminate the Contract the state shall pay Contractor, in accordance with the terms of the Contract for all work executed prior to termination, up to the unpaid balance of the Contract Sum.

7.3. Authorized User's Right to Terminate Work Order for Cause. Authorized Users may terminate the Work Order if Contractor is in breach of a Notice of Non-Compliant Work; if Contractor makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency; if Contractor persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction over the project; if Contractor abandons the project for a period of seven (7) or more days; if Contractor is otherwise guilty of a substantial violation of any provision of the Work Order or for any reason that would permit Authorized Users to terminate the Work Order under applicable law. Authorized Users may terminate the Work Order or these causes, without prejudice to any other right or remedy under this Contract, at equity, or in law, upon giving Contractor fifteen (15) days' Notice of Authorized User's intent to terminate for cause.

7.4. Authorized User's Right to Retain Work Upon Termination for Cause. Upon termination for cause, Authorized Users shall have the right to take possession of the work, together with all

materials, equipment, tools, and improvements thereon and to finish the work by whatever reasonable method Authorized Users may deem expedient.

7.5. Payment Due Upon Termination for Cause. Upon termination for cause, Contractor shall not be entitled to receive any further payment until the work is completed. Upon completion, Authorized Users shall pay the positive excess of (i) the unpaid balance of the Contract Sum over (ii) Authorized User's cost of completion of the work, plus any damages incurred by Authorized Users due to such termination or the basis for such termination, including but not limited to liquidated damages for delays in completion.

8. Construction Phase Requirements

8.1. Review of Construction Documents. Prior to commencing the work, Contractor shall review all construction documents for any inconsistency, ambiguity, error, or omission. When potential design issues are identified, Contractor shall annotate the construction documents and shall issue an explanation in writing to the Authorized User. The Authorized User shall furnish complete, definite, and clear instructions in response to the request in writing, or by issuing drawings, or both. In the event instructions are given orally for expediency, they shall be confirmed in writing or by drawings within five (5) days following the oral instructions. Any such additional instructions shall be consistent with the Construction Documents and reasonably inferable therefrom. Contractor shall not proceed with the affected work until receiving a response from the Authorized User.

8.2. Progress Reports. During the construction phase, Contractor shall monitor the progress of the work for conformance with the overall project schedule and keep the Authorized User informed of such progress and shall maintain records documenting the progress of the work. Contractor shall submit progress reports at intervals reasonably determined by the Authorized User. Progress reports shall document the progression of the work and shall include information on the percentage of completion and indicate completed activities and any changes in sequencing or activity durations, including approved change orders. Progress reports also note dates by which non-compliant work shall have been cured and note the actual date of cure of the non-compliant work.

8.3. Supervision of Work. Contractor shall supervise and direct the work using diligent skill and attention in order to ensure satisfactory progress of the work and that the quality of the work complies with the Contract. Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures. Contractor is fully responsible to Authorized User for the acts and omissions of its officers, employees, agents, all Subcontractors and their respective officers, employees and agents, and all other persons on the site at the direction of Contractor or to perform work. Non-performance, improper performance, or other default by any Subcontractor or employee or agent of Contractor shall not excuse Contractor from its obligation to assure timely performance of the work in compliance with the Contract.

8.4. Safety. The Contractor is responsible for the safety of the site and the work. The Contractor shall comply with the rules and regulations of OSHA and/or the Department of Labor (O.C.G.A. § 34-2-6), and, where not inconsistent with the foregoing, the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., for safety and prevention of accidents. Contractor shall properly maintain at all times, as required by the conditions and progress of the work, proper safeguards for the protection of workmen and the public and shall post danger warnings against any hazards created thereby.

8.5. Project Charter Compliance. The Project Charter herein must be used to officially start and complete all state projects. It formally authorizes the existence of the project and provides a

reference source. The charter gives a direction and a sense of purpose to the project management from start to end. To show consensus, ensure the project remains on schedule, and issues are addressed timely all parties must sign Project Charter document prior to the start and at completion of ANY state entity project.

9. Warranties, Inspections and Correction Work

9.1. Construction Warranty. All work shall be free from defects and conform to the requirements of the Contract. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials and Work. Such warranties are referred to herein as the Construction Warranty. In addition to the Construction Warranty, Contractor shall provide all additional warranties called for in the construction documents. These warranties shall be in such form as to permit direct enforcement by the Authorized User against any Subcontractor or third party whose guaranty or warranty is called for. The calling for or the furnishing of written warranties or bonds shall in no way limit the Construction Warranty and the contractual obligations of Contractor hereunder.

9.2. Inspection of the Work. Both Contractor and Authorized User have separate duties to inspect the work. Inspection of the work by the Authorized User or any third party shall not diminish, relieve, or alter the responsibility of Contractor to ensure that all work complies with the Contract. The failure of Authorized User or other third-parties to discover or notify Contractor of the existence of non-compliant work shall not relieve Contractor of its responsibility to ensure that all work complies with the Contract, and neither the Certificate of Material Completion or Certificate of Final Completion nor payment shall relieve Contractor of responsibility to ensure that all work complies with the Contract.

9.3. Contractor's Inspection of the Work. Contractor has an indivisible, non-delegable, and nontransferable contractual obligation to Authorized User to make inspections of the work at all stages to confirm at all times that all work has been executed strictly in accordance with the Contract. Contractor shall not rely on an inspection by the Authorized User or any other third party to identify non-compliant work.

9.4. Notice of Non-Compliant Work. The Authorized User may issue a Notice of Non-Compliant work if it observes non-compliant work, including failure to maintain the overall project schedule. The Notice of Non-Compliant Work shall be in writing, dated, and addressed to Contractor with a copy to the Authorized User, as applicable. The Notice of Non-Compliant Work shall include a description of the non-compliant work, a citation to the provision of the Contract (or incorporated document or standard) that has been violated, and a reasonable period to correct the non-compliant work ("Cure Period"). If Contractor is unsure or unaware of any information necessary to correct the non-compliant work, it shall immediately request such information in writing. In the event that the Authorized User incurs increased costs due to re-inspection of work that was found to be non-compliant, Contractor shall be liable for the costs of the re-inspection, including but not limited to the salary, professional fees, and travel expenses of the Authorized User or inspection firm.

9.5. Duty to Promptly Correct Work. Contractor shall promptly correct any non-compliant work within the Cure Period stated in the Notice of Non-Compliant Work. The duty to correct the work shall apply whether the non-compliant work is discovered before or after Material Completion. Contractor shall bear the costs of correcting such non-compliant work, including, without limitation, additional testing and inspections and shall bear the expense of restoring all work of separate contractors affected or destroyed by such removal or replacement. Contractor shall give prompt notice upon completion of the correction of the non-compliant work. In the absence of such notice, it shall be and is presumed under this Contract that there has been no correction of the non-compliant work.

9.5.1. Notice of Non-Compliant Work for Failure to Maintain Schedule. If the Authorized User issues a Notice of Non-Compliant Work for failure to maintain the Overall Project Schedule, Contractor shall deliver to the Authorized User a written plan explaining how Contractor intends to bring the project back in compliance with the overall project schedule within seven (7) days of the issuance of the Notice of Non-Compliant Work. Contractor's plan must provide sufficient detail to allow the Authorized User to determine the proposal's feasibility.

9.5.2. Authorized User's Option to Accept Non-Compliant Work. If the Contractor and the Authorized User deem it inexpedient to correct Non-Compliant Work, Authorized User may agree, in writing, to accept the Non-Compliant Work and make an equitable deduction from the Contract Sum which shall be deducted from Contractor's next payment.

9.5.3. Authorized User's Remedies for Breach of Notice of Non-Compliant Work or Failure to Prosecute the Work. If Contractor does not correct the Non-Compliant Work within the Cure Period stated in the Notice of Non-Compliant Work, Contractor shall be deemed to have breached the Notice of Non-Compliant Work. If Contractor breaches a Notice of Non-Compliant Work or fails to prosecute the Work in accordance with the Contract, Authorized User may, after giving five (5) days' Notice to Contractor, correct the Non-Compliant Work, prosecute the work, or supplement the labor of Contractor or its Subcontractors and deduct the costs thereof from any payment then or thereafter due to Contractor and recover any resulting deficit from Contractor. The remedies stated in this section are in addition to the remedies otherwise available to Authorized User and are without prejudice to any other remedies.

10. Change Orders

10.1. Change Orders. The Authorized User may order changes in the work consisting of additions, deletions, or modifications to the work, with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized only by written change order signed by the Authorized User. Without a change order executed by the Authorized User, Contractor shall not make any changes in the work or perform any work that is not a part of the Order, nor shall Contractor receive any compensation or make any claim therefor.

10.2. Change Order Sum. The change order sum may be determined in one or more of the following ways: 1) by an estimate of allowable change order costs agreed upon in advance and paid as a lump sum ("Lump Sum Change Order"), 2) by unit prices named in the Contract or subsequently agreed upon, which unit prices shall include all Contractor overhead, profit, and markup ("Unit Price Change Order"), or 3) by the amount of actual allowable change order costs incurred in the performance of the change order work ("Force Account Change Order").

10.3. Change Order Proposals. Any change order shall contain a description of change order work provided by the Authorized User. Contractor shall promptly respond to the proposed change order with an estimate of the allowable costs of the change order work and the impact to the project schedule. The response shall include an itemized breakdown of allowable change order costs and a justification to the change in the project schedule. The Contractor's justification is provided so that the Contractor, and the Authorized User can determine whether the proposed change in Contract Time or Contract Sum is reasonable and in compliance with the terms of the Contract.

10.3.1. Disagreement as to Change in Contract Sum. In no event shall any increase in the contract sum for such change order work exceed the increase identified in Contractor's response.

10.4. Acceptance of Proposed Change Order. If the Authorized User agrees with Contractor's proposed changes to the contract time and contract sum, then the Authorize User shall execute the Change Order. Upon the Authorized User's execution, the Change Order shall be binding and of full force and effect. All change orders shall be performed under the conditions of the original Contract except as specifically modified by the change order. The change in contract time and contract sum (if any) provided by the change order constitutes compensation in full to Contractor for the change order work and accounts for all delays and impacts related thereto.

11. Project Close Out

11.1. Inspections for Material Completion. Contractor shall request an Inspection for Material Completion when it has completed all work, except for minor Items and permitted incomplete work and submitted all required documents, including final documents.

11.2. Cleaning Prior to Material Completion. Prior to the inspection for Material Completion, Contractor shall remove from the site all waste and perform a thorough cleaning of the Work. Contractor shall dust all hard surfaces, mop all hard floors, vacuum all carpet, remove any stains and paint spots, clean and polish all plumbing fixtures and equipment, clean all electrical and mechanical equipment, and clean all ductwork and filters if dirty. Contractor shall also restore any existing facilities such as roads, landscaping, pavement, fencing, curbing, and the like at the site to at least their pre-construction conditions. Contractor may leave equipment at the site as necessary to achieve Final Completion of the Project. To achieve Material Completion, Contractor shall have fully cleaned the site.

11.3. Notice of Readiness for Inspection for Material Completion. When Contractor determines that the Project is ready for Inspection for Material Completion, Contractor shall give Notice to the Authorized User requesting Inspection for Material Completion. Such notice shall be provided at least seven (7) days in advance of the date requested for Inspection for Material Completion. Such Notice shall include a copy of the Initial Punchlist. If Contractor requests inspection for Material Completion and it is determined by the Authorized User that the Project has not reached Material Completion, referred to as a "false start," then Contractor shall be liable for the costs and damages resulting therefrom.

11.4. Inspection, Certificate of Material Completion. The Authorized User shall conduct the Inspection for Material Completion and shall confirm the Final Punchlist by adding or deleting minor items or permitted incomplete work as appropriate. Upon completion of the Inspection for Material Completion, if the Authorized User determines the work has reached material completion, the Authorized User shall execute the Certificate of Material Completion and attach a first draft of a Final Punchlist, which may be handwritten or in electronic format and which shall list all minor items and permitted incomplete work and assign amounts to be withheld from the Payment for Material Completion on account of each minor item and permitted incomplete work. The Final Punchlist shall include completion dates for the permitted incomplete work. All minor items shall be completed within thirty (30) days of material completion.

11.5. Payment for Material Completion. Upon material completion, Contractor shall submit a Payment Application along with a Payment Affidavit certifying completion of all work in accordance with the contract, except for minor items and permitted incomplete work, and releasing all claims against the Authorized User of any nature arising out of the project except any claims noted on the Payment Affidavit. If Contractor fails to provide a Payment Affidavit, Payment for material completion shall operate as settlement, waiver, release, discharge, and payment in full of all claims (including Claims) against Authorized User of any nature arising out of the project except for the work associated with the minor items and the permitted incomplete work.

11.6. Material Completion. A determination that Contractor has achieved material completion, the issuance of a Certificate of Material Completion, or Authorized User's Payment for Material Completion shall not preclude or diminish Authorized User's rights or remedies for non-compliant work discovered after such events. All such rights and remedies set forth herein shall continue after such events.

11.7. Final Completion, Payment. Final completion is the completion of all work. When Contractor has completed all work, it shall request an inspection for final completion. The Authorized User shall inspect all work and if it determines that all work is complete, it shall execute the Certificate of Final Completion. Upon final completion, Contractor shall submit a Payment Application requesting the remainder of the contract sum. Acceptance of payment for final completion by Contractor shall operate as settlement, waiver, release, discharge and payment in full of all claims against the Authorized User of any nature arising out of the project.

11.8. Final Completion. A determination that Contractor has achieved Final Completion, the issuance of a Certificate of Final Completion, or Authorized User's Payment for Final Completion shall not preclude or diminish Authorized User's rights or remedies for non-compliant work discovered after such events. All such rights and remedies set forth herein shall continue after such events.

12. Payment

12.1. Schedule of Values. Prior to the issuance of the proceed order, Contractor shall submit a Schedule of Values of the work to assist the Authorized User in reviewing Payment Applications. The Schedule of Values shall allocate the contract sum to the portions of the work in such detail as Authorized User require. If requested, Contractor shall provide evidence of the accuracy of the Schedule of Values. Unless objected to the Authorized User, the Schedule of Values shall be used to determine the payment due for completion of each portion of the work.

12.2. Payment Applications. Contractor shall submit a Payment Application to the Authorized User by the fifth (5th) day of each month for the work performed during the previous month on the form supplied by the Authorized User. The Payment Application shall itemize the total sum billed in the same format as the Schedule of Values and shall include the percentage complete for each item of work. Contractor shall submit no more than one (1) Payment Application during each month. No payment shall become due to Contractor until a proper Payment Application is submitted.

12.3. Representations of Contractor. The Payment Application constitutes a representation by Contractor to the Authorized User that (i) the quality of the work covered by the application is in accordance with the Contract; (ii) Contractor is entitled to payment in the amount requested; (iii) all work covered by any previously approved Payment Application, for which Contractor has been paid, is free and clear of liens, claims, security interests or encumbrances, and (iv) title to all work covered by the Payment Application will pass to Authorized User no later than the time of payment.

12.4. Payment. The Authorized User shall make payment for all work completed in the previous month, based upon the Schedule of Values and Contractor's estimate of percentage complete, less the retainage and subject to Authorized User's right to withhold amounts and Authorized User's right to adjust for overpayments. Authorized User shall make payment to Contractor no later than thirty (30) days after receipt of a properly completed Payment Application.

12.5. Disputed Payments. The Authorized User and Contractor agree to use their best efforts to resolve all disputes concerning the Payment Application during the said thirty (30) day payment period. If Authorized User disputes a portion of the Payment Application, Authorized User shall

make payment of all undisputed amounts within the thirty (30) day payment period. If payment disputes continue, DOAS shall be notified for further action.

12.6. Payments Withheld. Authorized Users may withhold payment, or nullify the whole or part of any previous Payment Application, to such extent necessary to protect Authorized Users from loss on account of any one or more of the following: (i) Non-Compliant Work; (ii) failure of Contractor to make payments due to Subcontractors; (iii) reasonable evidence that the Contract cannot be completed for the unpaid contract sum; (iv) damage to a separate contractor or to any other third party, or reasonable evidence that third parties may file claims against Authorized User due to acts or omissions of Contractor; (v) failure to maintain the overall project schedule, or (vi) requests for or prior payment of costs that are not required to be reimbursed hereunder. When the grounds for withholding payment are remedied (if applicable), payment shall be made for amounts withheld because of them. In the case of withholding payment for failure to pay Subcontractors, Authorized User may agree to payment upon receipt of a satisfactory Consent of Surety.

12.7. Payment of Subcontractors. Contractor shall pay Subcontractors the amount due for Subcontractor's work, less applicable retainage, within seven (7) days of receipt of payment from Authorized User for such work unless the contract between Contractor and Subcontractor provides that no such payment is due (e.g. without limitation, as a result of non-performance under the Subcontract). The Authorized User has the right to request evidence from the Contractor that the Contractor has properly paid all Subcontractors. If the Contractor fails to provide such information within seven (7) days of Authorized User request, Authorized User shall have the right to contact Subcontractors to determine if they have been paid. Authorized User shall have no obligation to pay or see to the payment of money to a Subcontractor.

12.8. Milestone Payments. Authorized User shall have the option to make milestone payments in which the Authorized User shall make payments to the Contractor in accordance with an agreed upon Milestone Payment Plan for Work Orders subject to satisfactory completion of the milestone events detailed in the Project Charter.

12.9. Retainage. Until the payment for Material Completion, Authorized User may withhold retainage in the amount of ten percent (10%) from each Payment Application.

12.10. Freezing Retainage. After one-half (1/2) of the Contract sum has been paid, upon submission of the next Payment Application following the payment of one-half of the contract sum, if the work is on or ahead of schedule according to the overall project schedule and there are no unresolved breaches of non-compliant work, Contractor may request that the Authorized User stop the collection of retainage. Upon Authorized User approval, the previously withheld retainage will be converted to a lump sum to be held by Authorized User until Material Completion and Authorized User will collect no additional retainage unless retainage is reinstated. Authorized User will reinstate collection of retainage if the work is five percent (5%) or more behind schedule according to the overall project schedule or if Contractor breaches a Notice of Non-Compliant Work. Authorized User will continue the collection of retainage under this section until the breach is cured or the time is recovered and the project is on or ahead of schedule.

12.12. Retainage Release. When Material Completion is achieved, retainage shall be paid to the Contractor with the payment for Material Completion.

12.13. Contractor Administrative Fee Compliance. For this statewide contract, DOAS requires each Contractor to pay to DOAS an administrative fee on all sales pursuant to the resulting contract. The administrative fee amount for this statewide contract is 1%. Contractors currently holding one or more Participating Agreements are required to be compliant with the terms and conditions of their current agreement(s) with the State. This includes every quarterly reporting

and administrative fee submission requirements. DOAS will not award the resulting Contract to a Contractor, who has failed to meet its current Contract obligations.

13. Dispute Resolution

13.1. Dispute Resolution. (a) Initially, all disputes shall be resolved at the agency level. The Authorized User and the Contractor shall resolve disputes regarding issues with the work; to include, technical and design issues, and material changes to Specifications. (b) If the dispute cannot be resolved at the agency level within five (5) calendar days after recognition, either Party shall notify DOAS in writing of the dispute, and DOAS will instructed on further actions.

14. DOAS Annual Outreach and Marketing Opportunities

14.1. Participation in DOAS State Purchasing's Annual Georgia Procurement Conference (GPC). DOAS hosts an annual marketing and training trade conference, usually in late April or early May, to educate public procurement professionals on the commodities and services available on Participating Agreements, offer them educational platforms to learn new techniques and best practices from state and national industry experts and provide marketing, networking and training opportunities to Participating Contractors.

The attendees at these events have included public procurement professionals from all state agencies, the colleges and universities of the Board of Regents and the Technical College System of Georgia, local cities and municipalities across the state, and many independent authorities. The Exhibitor Expo, which is one of the highlights of the conference, has significant marketing value and is extremely cost effective as it provides exceptional opportunities for Contractors to market directly to thousands of attendees.

The Georgia Procurement Conference is scheduled each year at the Jekyll Island Convention Center and is primarily supported by statewide Contractors as exhibitors. The cost to exhibit in the past has ranged from \$1,300 to \$1,600 depending on booth location desired. DOAS believes that the Expo is important because it provides public purchasers with an opportunity to meet over 300 Contractors and receive important information on new and existing products and services. It provides Contractors with training workshops and the unparalleled opportunity to establish and renew business relationships with existing customers and to market their business to approximately 800 attendees, many of whom represent potential new customers. Please note that exhibiting at the Georgia Procurement Conference is not required.

14.2. Contract Outreach. Contractor is required, at a minimum, to participate in outreach efforts to raise awareness of potential subcontracting opportunities resulting from work ordered by Authorized Users. The Contractor is strongly encouraged to formally advertise subcontractor opportunities resulting from an Order placed by Authorized Users in publications or communication media regardless of the amount of the Order.

15. State Entities' Right to Seek Competitive Bids

15.1. Authorized Users Seeking Other Bid Opportunities. Notwithstanding anything in the Invitation for Bids issued by Sourcewell or Contractor's Bid, Authorized Users shall, at all times prior to signing a contract for work, have the right to reject any offer or proposed engagement from Contractor and seek competitive bids through the normal competitive bidding process.

16. Successors and Assigns

16.1. This Participation Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

17. Entire Agreement

17.1. This Participation Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Participation Agreement (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement on the day and year first above written;

Paryani Real Estate, LLC

Authorized Signature: _____



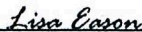
Print Name: Manish Paryani

Date: 07.30.2020

Department of Administrative Services – State Purchasing

DocuSigned by:

Authorized Signature: _____



Print Name: Lisa Eason

8B22808E06EBB41F...

Date: 8/18/2020

EXHIBIT C INSURANCE DOCUMENTS

Within 10 days of execution of this Agreement, and at all times that services under this Agreement are performed, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. **Workers' Compensation & Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. **Commercial General Liability Insurance**, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim.

Certificates of Insurance showing that such coverage is in force shall be provided by the Contractor to the City within ten days of the Effective Date of this Agreement.

The Certificate Holder should read:

**The City of South Fulton
5440 Fulton Industrial Blvd.
Atlanta, Georgia 30336**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sterling Seacrest Pritchard P O Box 724137 Atlanta GA 31139	CONTACT NAME: Natalie Mitchell PHONE (A/C, No, Ext): (678) 424-6500 FAX (A/C, No): (678) 424-6527 E-MAIL ADDRESS: nmitchell@sspins.com
INSURED Paryani Real Estate LLC DBA: Paryani Construction 961 W Highland Dr. NW Atlanta GA 30339	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of America INSURER B: Phoenix Insurance Company INSURER C: Travelers Property Casualty Insurance Company of INSURER D: INSURER E: INSURER F:
	NAIC # 25666 25623 36161

COVERAGES**CERTIFICATE NUMBER:** 22-23 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			DT-CO-5T847667-TIA-22	06/20/2022	06/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BA-5T857095-22-26-G	06/20/2022	06/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			CUP-5T868036-22-26	06/20/2022	06/20/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	UB-5T867654-22-26-G	06/20/2022	06/20/2023	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			DT-CO-5T847667-TIA-22	06/20/2022	06/20/2023	Per Item Limit \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

EXHIBIT D

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of South Fulton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User ID Number: _____

Date of Authorization: _____

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: _____

I, the undersigned duly authorized officer and/or agent of Contractor, do hereby declare under penalty of perjury that the foregoing is true and correct. So executed this _____ day of _____, 20____.

Insert name and title of authorized agent

Sworn to and subscribed before me this
_____ day of _____, 2023.

Notary Public

My Commission Expires:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request approval to award the contract for ITB #23-76 Real-Time (Crime Center) Digital Platform Project:

DATE: September 26, 2023

SUBJECT: Request approval to award the contract for ITB #23-76 Real-Time (Crime Center) Digital Platform Project:

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ITB #23-76 Real Crime Center Digital Platform	Cover Memo	9/24/2023

SCOPE OF SERVICES

ATTACHMENT A SCOPE OF SERVICES

Bidder shall furnish all things necessary to build a state-of-the-art Real Time Crime Center Digital Platform including, but not limited to labor, tools, equipment, transportation, supervision, administrative cost (direct and indirect) and all efforts necessary to perform and complete the specifications herein this ITB.

1. BACKGROUND

The South Fulton Police Department (SFPD) is a relatively newly formed police department expanding and looking to operate with cutting edge technology and best practices. Looking after a territory in the southeast of Atlanta including the Hartsfield International Airport, SFPD has been charged with protecting and serving a diverse, international population of both residents, businesses, and visitors to the USA.

One of the advantages of being a newly formed PD is that antiquated systems and practices are not inherent within the department. SFPD has goals to be one of the most advanced data and augmented intelligence led organizations in the United States. To achieve this mission, SFPD is looking for a transformation partner to join them on their digital journey, bringing trusted and verified data into play to assist all levels of decision making. This includes but is not limited to:

- Scheduling of Resources
- Optimization of Assets
- Advanced Intelligence led Investigations; and
- Analytical Reporting and Predictive Outcomes.

2. GENERAL

This digital platform will provide a 360-degree view of the jurisdiction, the department, its functions, and its data – with the goal of looking at past, present, and future patterns, and trends, not limited to the items listed in this ITB Attachment A: Scope of Services as well as administrative cost (direct and indirect) and all efforts necessary to perform and complete the specifications herein this ITB. Like many PDs, South Fulton has data spread across disparate systems that are not always connected. The goal of this effort is to connect data from legacy systems to enable better, faster, and more fact-based decision making. However, simply connecting data sources will create issues for analysts and crime fighters at all levels of the organization – analytics, Artificial Intelligence (AI), and Machine Learning is required to Organize, and Analyze the data to draw mission critical insights to drive outcomes. The AI and Machine Learning requirements are necessary to help SFPD personnel focus our valuable time and effort on the most pressing, urgent, time sensitive information. Automation of tasks and

alerting will be a key to the solution requirements.

2. TIMING

The City of South Fulton Police Department recognizes that the transformation of capabilities we are embarking upon will take time. Therefore, we are looking for a trusted partner that can help us Think Big, Start Small, and Scale Fast. We would like to establish a term period with a master term and options to renew as an ongoing relationship and partnership to expand and optimize capabilities in joint agreement with SFPD.

3. APPROACH

The proposed approach with the vendor is to socialize capability improvements early and often within SFPD, so that progress will be seen across workstreams, to reduce resistance to the transformed processes. The SFPD is ready to work with the chosen vendor to co-create and customize existing solutions to meet our exact needs and requirements. An agile approach will be required to focus on persona-based needs.

4. USE CASES

4.1 COMPSTAT Automation: Automation and Presentation of Current Data

COMPSTAT is a weekly meeting with all Department Divisions and resources providing updates and inputs to the Chief of Police. Data collection, organization, and initial analysis of data to free up resources to focus on what the data means, and how to better operate their division. The primary deliverable will be an automated update of the current COMPSTAT materials delivered as a dashboard refreshed daily in or near real time (depending on the data available). A secondary deliverable in this phase will be the proposed End State 360-degree departmental view, using a combination of current and future data formats. In other words, a clear vision for incorporating the original data sources into new views and draw new insights for COMPSTAT for version 2.0 and 3.0.

4.2 COMPSTAT 2.0: Advanced Analysis of Current Data

Building on the initial use case, the goal is to utilize the current COMPSTAT data in more advanced ways. This will include different visualizations, detailed historical trends, and incorporation into GIS overlays. The goal is to maximize the utility of the current data, to better manage operations within a department. To accomplish this goal, design thinking and agile development should be used to determine user requirements and persona-based goals.

4.3 COMPSTATE 3.0: Data Fusion and Predictive Machine Learning Models

Version 3.0 should incorporate new data sources and utilize them to develop predictive modeling to assist investigations and the understanding of crime in our jurisdiction. Examples of additional data sources include: HR, Finance, Schools, Corrections, Drone, Gang Data Base, CAD, GBI & open-source intelligence (OSINT) etc. Utilizing

this data, the transformation team will build transparent, and observable predictive models that will provide a future perspective in areas like Scheduling of Resources, Optimization of Assets, Advanced Intelligence led Investigations, and Analytical Reporting & Predictive Outcomes to incorporate into COMPSTAT. Discussed models should include:

4.3.1 Scheduling and Optimization Modules

- 4.3.1.1** Staffing and scheduling needs based on crime types and patterns
- 4.3.1.2** Future crime types and trends per location, where crimes will be most likely to happen, and what types of crimes are most likely.
- 4.3.1.3** Next best action driven by AI inputs to enable junior resources to add value more quickly.
- 4.3.1.4** Who is most likely to have committed a crime(or likely re-offenders) – targeted crime suppression
- 4.3.1.5** Attrition modeling/training outcome predictions and staffing recommendations

4.3.2 Intelligence Led Investigation Models

4.3.2.1 Video analytics

- Intelligent use of analytics to identify Person/Objects/Locations and Events in video streams.
- Automated alerts based on abnormal behavior (car break-ins or vehicles in unauthorized zones)
- Standard action plans and responses
- Generation of highlight reels for quick searching
- Speech to Text, Natural Language Processing of video to text for Entity extraction and analysis.

4.3.2.2 Federated Search

- Search capability across all structured and unstructured data sources, including entity resolution – for example – search John S Smith across all connected data sources
- Open-Source Intelligence analysis – rapid search and monitoring of suspects social media presence’ proactive monitoring of pop-up events
- Automated data mapping and relationship analysis

**ATTACHMENT B
BID COST FORM**

(PLEASE PROVIDE PRICING IN BIDNET)

Please provide a price for each item listed, including all costs, direct and indirect, administrative cost, and all things necessary for a Real Time Crime Center Digital Platform as specified in Attachment A, Scope of Services.

Amount in numbers \$ _____

Amount in words \$ _____