CITY OF SOUTH FULTON, GEORGIA
REGULAR COUNCIL MEETING - Welcome All Park Multipurpose Center 4255 Will Lee Road, South Fulton, GA ,30349
Tuesday, August 23, 2022, 4:00 PM

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

REGULAR COUNCIL MEETING AGENDA

I. 4:00 p.m. Invocation

II. 4:03 p.m. Roll Call- Corey Adams, City Clerk

III. 4:05 p.m. Meeting Called to Order- Mayor khalid (*Times are estimates only)

IV. 4:06 p.m. Adoption of Council Agenda

V. 4:12 p.m. Approval of City Council Meeting Minutes

1. Request Council Approval of City Council Regular Meeting Minutes from May 25, 2022 (City Clerk)
2. Request Council Approval of City Council Work Session Minutes from August 9, 2022 (City Clerk)
3. Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from August 9, 2022 (City Clerk)
4. Request Council Approval of City Council Special Called Meeting Minutes from June 14, 2022, July 11, 2022, July 22, 2022, August 16, 2022 (City Clerk)

VI. 4:15 p.m. Public Presentations

5. Red Cross Award Presentation (Councilmember Gumbs)

VII. 4:30 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.

VIII. 5:00 p.m. Consent Agenda Items

6. Mayor/Council Proclamations for Spreading on the Minutes:

   Anthony Wayne Holder Appreciation Day (Councilmember Rowell)
   ALTA (Athletes Learning to Achieve) Blazzin' Basketball Program (Mayor Pro Tem Reeves)
   Ann Doris Hylick Small Appreciation Day (Councilmember Rowell)
   Deja Tyarra McCrary Memorial Day (Mayor khalid)
   President Andrea M. Hall Appreciation Day (Councilmember Sebastian)
   Rachelle Jamerson Holmes (Mayor Pro Tem Reeves)
   Terry A. Collier Day (Mayor Pro Tem Reeves)
   Bettye Ann Peters Appreciation Day (Councilmember Gumbs)
   Helen Zenobia Fletcher Scroggins Appreciation Day (Councilmember Willis)
   Rachel "Marie" Fields Appreciation Day (Councilmember Gumbs)
   Katharine Edwards McNair Appreciation Day (Full Council)
   Lionel Bernard "Bo" Foster Appreciation Day (Full Council)
   Josephus Young, Sr. Appreciation Day (Councilmembers Willis and Rowell)
   Kerferd Leon Foster, Sr. Appreciation Day (Councilmember Willis)
   Shema World Appreciation Day (Councilmember Gumbs)
   Zion Hill Baptist Church Appreciation Day (Mayor khalid)
   Georgia Spartans Appreciation Day (Councilmember Willis)
   Daphne Jordan Appreciation Day (Councilmember Willis)
   Jasper Williams, Jr. Appreciation Day (Councilmember Rowell)
   Ray Mills Day (Mayor khalid)
   Healing Community Center Appreciation Day (Mayor khalid)
   Charlie Key, Jr. Appreciation Day (Councilmember Rowell)

7. Request Council Approval of Board/Committee Appointments:

   Councilmember Sebastian appoints Ron D. Coleman to the Code Enforcement Board.
   Councilmember Sebastian appoints Brian P. O'Donnell to the Board of Zoning Appeals.

8. 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:
   a. Council to confirm the plat for Butner Estates – Phase 1 (District 2)
   b. Council to confirm the plat for Dillon Park (District 3)
   c. Council to confirm the plat for Mallory Park – Phase 2 (District 5)
   d. Council to confirm the plat for Renaissance at South Park – Phase 4B (District 7)

9. Request Council Approval of A Resolution Declaring September 19 Through September 23, 2022 Minority Business Opportunity Week In The City Of South Fulton, Georgia (Sponsored by Mayor khalid)

10. Request Council Approval to enter into an Interconnection Agreement with Greystone Power Corporation to install solar panels at Fire Station # 6 at 6720 Cedar Grove Rd Fairburn, Georgia. RFP 22-001 Supply and Installation of Solar Battery at Fire Station # 6 was released on 01/15/2021. Ecolectric, LLC was awarded the contract as the lowest most responsive and responsible vendor and approved by council on March, 22, 2022. Greystone Power requires an interconnection agreement to install, operate and maintain a distributed generation facility as defined in the Cooperatives Distributed Generation Policy. No cost agreement. (Public Works)

11. Request to drawdown $87,000 from the reserves in the Confiscated Asset Account to amend Fund #210 - Confiscated Asset Fund for the purchase of a 2022 Ford F150 Truck and outfitting, equipment, graphics for Explosives and Firearms K9 and Handler. (Police)

12. Approval to enter into Purchase Agreement for 10 years with Axon Enterprises for 100 - 2021 Taser 7 Certification Bundle with an annual cost of $70,740 from the Police Department Budget. (Police)

IX. 5:03 p.m. Alcohol License, Rezonings, Variance and Modification Cases (For Motion and Vote)

13. 5:03 p.m.Request Council approval of an Alcohol License for 2749 Hillandale, LLC dba Neighborhood Food Mart for retail sales of wine and malt beverages at 2749 Flat Shoals Rd., South Fulton, GA 30349 (Police) District 6

14. 5:05 pm Request Council to consider Z21015 7245 Bethsaida Dr., 7329 Bethsaida Dr., 0 Bethsaida Rd., 2234 Bethsaida Rd., 2224 Bethsaida Dr as a request to rezone from AG1 and C1 to R5 for the purpose of constructing 85 single family, fee simple homes. District 7 (Case deferred from June 14, 2022 Special Called Meeting) District 7

15. 5:10 p.m. Request Council to consider Z22-004, U22-003 and CV22-002 3505 Cascade Rd. as a request to rezone from C-1 to C2 and obtain a special use permit for a convenience store with gas pumps and concurrent variances regarding the stream buffer, Cascade Overlay Requirements, and tree planting requirements, and sign ordinance. (District 1) -AND-

16. 5:12 p.m. Second reading of an Ordinance to Waive Distance Requirements (separate vote) for a Gas Station located at 3505 Cascade Road (only), Atlanta, GA 30311 (Sponsored by Councilmember Rowell)

X. 5:15 p.m. Agenda Items - Part One

17. **CITY PURCHASES AND CONTRACTS**

5:15 p.m. Request Council to enter into a contract with Tyler Technologies to provide a system for Financial Management and Community Development. The funding for this item is within the FY22 budget for an expenditure of not to exceed $650,000 the first year, $600,000 the second year and $400,000 the 3rd year. These costs are expended through staggered payments through the implementation over the next 12 to 13 months. As these services come online, the cancelation of old services will offset the cost by an estimated reduction of $220,000 annually. The source of funding is FY22 Finance Capital Budget and the Information Technology Software Line. (Information Technology - Finance)

18. 5:25 p.m. Request Council Approval to renew agreement for the open records request software with Granicus-GovQA. The renewal amount is $29,000 and is budgeted in the FY22 Information Technology budget. (Information Technology-City Clerk)

19. 5:35 p.m. Request Council Approval to enter into an agreement with Streetview to provide data and access to paving management. The cost is $57,000 funded through Information Technology budget. (Information Technology – Public Works)

20. 5:40 p.m. Request Council Approval to procure and implement professional services for cyber security services and quarterly review from Patriot Consulting. There is no financial impact, funding is available in FY22 Budget in the amount of $57,000. (Information Technology)

21. 5:43 p.m. Request Council Approval to enter into an agreement with EPR Systems to provide a records management system for the Fire Department. The cost is $37,000 funded Information Technology software line. (Information Technology – Fire)

22. 5:45 p.m. Request Council Approval to procure and implement an inventory management solution from Operative-IQ software for the Fire and Rescue department. The cost is $25,000 funded in the Information Technology software line. (Information Technology – Fire)

23. 5:47 p.m. Request Council Approval to purchase new fire hose to be placed on new apparatus and to replace old and worn hose in the department. The total amount is $113,760 funded from the FY22 Capital Improvement Fund. (Fire)

24. 5:50 p.m. Request Council request to purchase new Motorola radios for new apparatus and new portable radios for replacement and upgrades. We need to purchase 10 mobile radios for new apparatus and vehicles and 10 new portables for employees' safety and communication ability. The cost is $126,373, which covers the device and programming and is budgeted for in the FY22 Capital Improvement Fund. (Fire)

25. 5:52 p.m. Request Council Approval to purchase three (3) 2023 Chevy Tahoe Pursuit for executive staff. These vehicles will be purchased thru the Statewide Contract #99999-001-SPD0000183-0002. Total amount for all three vehicles is $121,536 funded from the FY22 Capital Improvement Fund. (Fire)

26. 5:55 p.m. Request Council Approval to purchase three (3) Chevy Silverado 1500 trucks for the Health and Safety Officer, Captain of Fire Inspections and Captain of Investigations. The total for all three (3) trucks is $119,231 from the FY22 Capital Improvement Fund. (Fire)

27. 6:00 p.m. Request Council Approval of Intergovernmental Agreement with City of Atlanta Fire Rescue Department. This agreement allows South Fulton Fire & Rescue to provide fire and emergency services to areas off New Hope Road and Cascade Road for $680,022 per year (payable by Atlanta Fire Rescue). (Fire)

28. 6:05 p.m. Request Council Approval authorizing staff to piggyback off Fulton County's Standby Miscellaneous Construction Service Agreement with Wade Coots Company, Inc. in the amount not to exceed $1,500,000 from the Stormwater Fund. This standby contract is for providing all labor, equipment, and materials necessary for the construction, installation, and emergency repair of miscellaneous wastewater mains, wastewater service lines, and other required improvements to the wastewater collection system- Citywide. (Public Works)

29. 6:10 p.m. Request Council Approval authorizing staff to execute a piggyback agreement with the City of Dunwoody and to enter into and agreement with Lowe Engineers, LLC to provide 24/7 traffic engineering support in various capacities and management of the CIP and T-SPLOST Programs, including the Fulton Industrial Area. The agreement will be effective October 1, 2022, and ending September 30, 2023 with three one-year renewal terms until September 30, 2026.(Public Works)

30. 6:15 p.m. Request Council Approval authorizing staff to execute a Professional Service Agreement with BrightView for landscape maintenance of 212 miles of Right-of-Way in the amount not to exceed $736,000.00, excluding the Fulton Industrial Area from the General Services Professional Services Budget. Brightview was the second lowest responsive bidder of ITB 22-001 released late last year. The lowest bidder that was awarded the contract doesn't have the resources to manage the proposed scope. The agreement will be effective October 1, 2022, and ending September 30, 2023 with three one-year renewal terms until September 30, 2026. (Public Works)

31. 6:20 p.m. Request Council Approval of Traffic Operations recommendation to purchase of twenty-eight, 18-inch Solar Powered Speed Limit Radars, to be implemented citywide, utilizing the statewide contracts through Paula F. Pierce Enterprises, LLC. The cost, not to exceed $140,226, includes hardware and installation funded out of the School Zone Camera Pedestrian Safety Fund. (Public Works)

32. 6:23 p.m. Request for budget transfer request of $600,000 from prior year savings to the Operational Budget of the SFPD (100-3210-52 and 100-3210-53) for the balance of FY 2022 to continue normal operations. Due to increased activities and increase expenses as it relates to gasoline purchase, vehicle repairs and maintenance, educational and training opportunities, and other operational tasks, the SFPD is in need of a $600,000.00 budget transfer to continue operations for the balance of Fiscal Year 2022. (Police)

33. 6:25 p.m. A Resolution Approving The Purchase And Acquisition Of Real Property, And For Other Purposes (Old National Hwy and Jonesboro Road) $1,4000,000.00 (City Attorney)

34. 6:27 p.m. A Resolution Approving The Purchase And Acquisition Of Real Property, And For Other Purposes (7445 Old National Highway) $529,000.00 (City Attorney)

35. 6:30 p.m. A Resolution Approving The Purchase And Acquisition Of Real Property, And For Other Purposes (Burdett Road Property) $121,000.00 (City Attorney)

XI. 6:25 p.m. Intermission - 15 minutes

XII. 6:40 p.m. Agenda Items - Part Two

36. **EMINENT DOMAIN PUBLIC HEARINGS**

6:40 p.m. Public Hearing and Request Council Approval Of A Resolution To Authorize The Use Of Eminent Domain To Aquire Real Property Interests Neccessary To Complete The Sidewalk And Bridge Improvements For Fairburn Road Upgrade Phase II, Project T271, Parcel 5; To Authorize The City Of South Fulton, Georgia To Condemn Said Property Interests, Where Neccessary; And For Other Purposes. 0 Fairburn Road (at Utoy Creek) (District 1) $800

37. 6:55 p.m. Public Hearing and Request Council Approval Of A Resolution To Authorize The Use Of Eminent Domain To Aquire Real Property Interests Neccessary To Complete The Sidewalk And Bridge Improvements For Fairburn Road Upgrade Phase II, Project T271, Parcel 6; To Authorize The City Of South Fulton, Georgia To Condemn Said Property Interests, Where Neccessary; And For Other Purposes. 0 Fairburn Road (District 1) $1,150

38. **PUBLIC WORKS**

7:10 P.M. First Read of An Ordinance To Amend The City of South Fulton Zoning Ordinance For The Purpose Of Amending The Regulations Related To Fastening Bills, Advertisements, Notices To Poles and Trees, And Signs In Rights-Of-Way; And For Other Lawful Purposes (Sponsored by Councilmember Rowell)

39. 7:12 p.m. First Read of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Regulations Related To Solid Waste Transfer Stations; And For Other Lawful Purposes (Sponsored by Councilmember Rowell)

40. **PUBLIC SAFETY**

    7:16 p.m. Request Council Approval of Fulton County Multijurisdictional Hazard Mitigation Plan- FEMA approved- Fire and Rescue. Every 10 years Fulton County EMA has to update the hazard mitigation plan for the city. A team worked on the project for several months and completed the update. The plan was submitted to FEMA and has been approved. Now each city within the county must adopt the plan (Fire)

41. 7:20 p.m. First Read of An Ordinance To Amend Various Sections Of Title 16, Alcoholic Beverages, Of The City Of South Fulton Code Of Ordinances For Compliance With State Laws; To Update Certain Regulations Related To The Alcohol Fee Schedule; And For Other Lawful Purposes

42. 7:25 p.m. Request Council Approval Of A Resolution Requesting That No City Funds Be Utilized To Record And/Or Investigate Reports Of Abortion Care And Request That The South Fulton Police Department Place Reports Of Abortion-Related Care At The Lowest Possible Priority; And For Other Purposes (Sponsored by Councilmember Gumbs)

43. 7:30 p.m. Second Reading and Request Council Approval of An Ordinance Implementing Penalties for Driving on Truck Routes (Sponsored by Councilmember Rowell)

44. 7:35 p.m. Second Reading and Request Council Approval of An Ordinance Requesting City Code Prohibition of Firearms (Sponsored by Councilmembers Willis, Gumbs and Williams)

45. **MAYOR'S LEGISLATION AND INITIATIVES**

    7:40 p.m. Council Consideration of Override of the Mayor's Veto of Council's Approval of A Work Session Policy Ordinance (Sponsored by Councilmembers Rowell, Willis, Williams, Gumbs)

46. 7:45 p.m. Council Consideration of Override of the Mayor's Veto of Council's Approval of An Ordinance To Amend The City Of South Fulton's Charter, Article III, Organization Of Government, General Authority, And Ordinances, Section 3.21, Submission Of Ordinances To The Mayor (Sponsored by Councilmember Williams)

47. 7:50 p.m. Resolution for Wage Study to Raise the City of South Fulton's Minimum Wage to $20 (Sponsored by Mayor khalid)

48. 7:55 p.m. Resolution to Decriminalize Menthol Cigarettes in the City of South Fulton (Sponsored by Mayor khalid)

49. **CHARTER AMENDMENT PUBLIC HEARING**

    8:00 p.m. First Read of A Ordinance Amending the CityCharter – City Clerk Duties (Sponsored by Councilmembers Willis, Gumbs, Sebastian, Reeves, Williams)

50. **CITY COUNCIL AND CITY ADMINISTRATION**

    8:20 p.m. First Read Of An Ordinance To Amend Title 1, Administration, Chapter 6, Municipal Employees, Of The Code Of Ordinances, City Of South Fulton, GA To Add Section 1-6011 Temporary Employment Services And For Other Lawful Purposes (Sponsored by Councilmembers Williams, Willis, Sebastian, Reeves)

51. 8:30 p.m. Request Council Approval of An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date And For Other Lawful Purposes (Sponsored by Councilmember Rowell)

52. 8:35 p.m. Request Council Approval of A Resolution Adopting A Conflict Of Interest Policy For Elected Officials, Appointed Officials and Employees Of The City, And For Other Lawful Purposes (Sponsored by Councilmembers Williams, Willis, Sebastian, Reeves)

53. 8:40 p.m. Second Reading and Request Council Approval of An Ordinance Amending the Selection of Members to the Ethics Panel (Sponsored by Councilmember Williams)

54. 8:45 p.m. Request Council Approval Of A Resolution Granting Special Counsel Authority To Enter Into A Joint Defense Agreement With The City Of Atlanta And The City Of Sandy Springs; To File Legal Actions On The City's Behalf As Neccessary To Accomplish The Purpose Of Securing A Distribution Of L.O.S.T. (City Attorney)

XIII. 8:50 p.m. Council Comments

XIV. 9:00 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

XV. Adjournment of Meeting

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council Approval of City Council Regular Meeting Minutes from May 25, 2022
DATE:	August 23, 2022
SUBJECT:	Request Council Approval of City Council Regular Meeting Minutes from May 25, 2022
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_RM_2022_5_25_MeetingDRAFT	Cover Memo	8/23/2022

CITY OF SOUTH FULTON, GEORGIA
REGULAR COUNCIL MEETING - SOUTHWEST ARTS CENTER 915 New Hope Rd SW, Atlanta, GA 30331
Wednesday, May 25, 2022, 5:00 PM

REGULAR MEETING MINUTES

I. 5:00 p.m. Invocation- Pastor Warren L. Henry, Sr., City Chaplain

Minutes:
The invocation was rendered by Pastor Warren Henry, Chaplain.

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

Following the roll call by the City Clerk, a quorum was established. Councilmembers Sebastian, Reeves, and Williams were present via Zoom.

II. 5:05 p.m. Meeting Called to Order- Mayor khalid (*Times are estimates only)

Minutes:
The meeting was called to order by Mayor khalid kamau at 5:00 PM.

III. 5:07 p.m. Adoption of Council Agenda

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

Yea:	6 Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay:	0

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Abstain: 0

Not Voting: 0

Minutes:

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

1. **Authorize City Manager to utilize the Single Source or Emergency exemption to select Georgia Micro Enterprise Network, Inc to administer Mortgage Assistance Funds on behalf of the City for an amount not to exceed 1,400,000. Regular City Council meetings are suspended through August 2022. Services will be paid with grant funds. The City runs the risk of losing funds if not utilized.**
2. **A Resolution Authorizing the City Manager to Accept the Award to the City of the Assistance to Firefighter Grant in an Amount Not to Exceed One Million Dollars ($1,000,000.00) with a Required Ten Percent (10%) Match**
3. **Request Council Approval of An Intergovernmental Agreement For The Provision Of Election Services Between Fulton County, Georgia, and City Of South Fulton, Georgia at No Cost to the City**
4. **Item 44 – Nomination by Mayor Pro Tem Reeves to the Development Authority Board is being withdrawn.**

The motion as amendd was approved unanimously.

IV. 5:12 p.m. Approval of City Council Meeting Minutes

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

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

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

Regular Meeting from April 26, 2022
Zoning Public Hearing from May 10, 2022
Work Session Meeting from May 10, 2022
City Council Retreat from May 12-14, 2022
Special Called Meeting from May 14, 2022

The motion was approved unanimously.

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1. Request Council Approval of City Council Regular Meeting Minutes from April 26, 2022 (City Clerk)

2. Request Council Approval of City Council Work Session Minutes from May 10, 2022 (City Clerk)

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3. Request Council Approval of City Council Zoning Public Hearing Minutes from May 10, 2022 (City Clerk)

4. Request Council Approval of City Council Retreat Meeting Minutes from May 12-14, 2022 (City Clerk)

5. Request Council Approval of City Council Special Called Meeting Minutes from May 14, 2022 (City Clerk)

V. 5:15 p.m. Public Proclamations

6. Proclamation Recognizing the Atlanta Community Food Bank (Councilmember Willis and Mayor/Full City Council)

Minutes:
Proclamation Presentation to Atlanta Community Food Bank.

VI. 5:20 p.m. Public Comments

VII. 5:50 p.m. Consent Agenda Items

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

Yea:	5 Gumbs, Rowell, Sebastian, Williams, Willis
Nay:	0
Abstain:	0
Not Voting:	1 Reeves

Minutes:
A motion was made to approve the Consent Agenda.

The amended motion was approved 5-0. Councilmember Reeves did not vote.

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7. Mayor/Council Proclamations for Spreading on the Minutes:
Tammy Adele Williams Appreciation Day (Councilmember Willis)
Adell (English) Edwards Day (Councilmember Willis)
Bobbie Powell Appreciation Day (Councilmember Rowell)
Berniece Finley Leftwich Apprecation Day (Councilmember Sebastian)
Mazie Jackson Few Memorial Day (Mayor khalid)
Carla Valissa Everett Pettis Day (Councilmember Gumbs)
Marvin Arrington, Sr. Day (Councilmembers Gumbs and Willis)
Earl L. Calloway, Sr. Day (Councilmember Willis)
Nick Cannon Appreciation Day (Mayor khalid)

Minutes:
Item approved as a part of Consent Agenda.

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8. Request Council Approval of Board/Committee Appointments:
Mayoral Appointments:
Mayor khalid appoints Glenda Brewer to the Code Enforcement Board.
Mayor khalid appoints Brianna McGeehan to the Planning Commission
Mayor khalid appoints Tiffany Williams-Roberts, Esq. to the Ethics Panel.
Mayor khalid appoints Myrna Anderson Fuller to the Public Arts Commission
Mayor khalid appoints Stanley Muhammad to the Historical and Cultural Landmarks
Mayor khalid appoints George Oliver to the Parks and Recreation Advisory Board

Minutes:
Item approved as a part of Consent Agenda.

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9. 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:

a. Council to confirm the plat for Creekside at Oxford Park – Phase 1 (District 4)
b. Council to confirm the plat for Oakley Apartments (District 7)
c. Council to confirm the plat for Koweta Road Subdivide (District 4)

Minutes:
Item approved as a part of Consent Agenda.

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10. Council to approve the authorization for the City Manager to move forward with MOU agreement between the City of South Fulton and the Kula Care Foundation to accept a non-monetary donation from the Kula Care Foundation. (Parks, Recreation and Cultural Affairs)

Minutes:
Item approved as a part of Consent Agenda.

11. Council to approve the authorization for the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of Parks, Recreation, and Cultural Affairs Department and the Red Dawgs Unit, Inc (contractor) for the provision of youth football training. (Parks, Recreation and Cultural Affairs)

Minutes:
Item approved as a part of Consent Agenda.

12. Council to approve the authorization for the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of Parks, Recreation, and Cultural Affairs Department and Champion Football Academy FC (Contractor) and Choose U365 (Sub-contractor) for the provision of youth soccer training. (Parks, Recreation and Cultural Affairs)

Minutes:
Item approved as a part of Consent Agenda.

13. Council to approve the authorization for the City Manager and other City Officials to execute an agreement between the City of South Fulton, Georgia on behalf of Parks, Recreation, and Cultural Affairs Department and the Legacy Leadership Academy (Contractor) and Choose U365 (Sub-contractor) for the provision of youth football training. (Parks, Recreationand Cultural Affairs)

Minutes:
Item approved as a part of Consent Agenda.

14. Request Council Approval of Special Event Permit for EMJ Homeless and Scholarship at Old National Park on June 5, 2022 (District 6)

Minutes:
Item approved as a part of Consent Agenda.

15. Request Council Approval of Special Event Permit for Divine 9 5K at Wolf Creek Amphitheatre on June 11, 2022 (District 2)

Minutes:
Item approved as a part of Consent Agenda.

16. Request Council Approval of Special Event Permit for Kensington Woods Sub-Division on Kensington Trl. on July 30, 2022 (District 3)

Minutes:
Item approved as a part of Consent Agenda.

VIII. 5:55 p.m. Alcohol License, Rezonings, Variance and Modification Cases (For Motion and Vote, Public Hearings Held May 10)

17. 5:55 p.m. Request Council Approval of an Alcohol License for Mingles Bar and Grill 2 co, d/b/a Mingles Bar and Grill 2 for an alcohol license for the consumption sales of wine, beer and distilled beverages at 5425 Old National Highway, South Fulton, GA 30349. (Police)

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

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

Minutes:
A motion was made to approve an Alcohol License for Mingles Bar and Grill 2 co, d/b/a Mingles Bar and Grill 2 for an alcohol license for the consumption sales of wine, beer and distilled beverages at 5425 Old National Highway, South Fulton, GA 30349.

The motion was approved unanimously.

18. 5:58 p.m. Request Council Approval of an Alcohol License for The Blue Marlin Bistro LLC, d/b/a The Blue Marlin Bistro for an alcohol license for the consumption sales of wine, beer and distilled beverages at 5495 Old National Highway Suite B15, South Fulton, GA 30349. (Police)

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

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

Minutes:
A motion was made to approve an Alcohol License for The Blue Marlin Bistro LLC, d/b/a The Blue Marlin Bistro for an alcohol license for the consumption sales of wine, beer and distilled beverages at 5495 Old National Highway Suite B15, South Fulton, GA 30349.

The motion was approved unanimously.

19. 6:00 p.m. M22-002 CV21-004 (5400 Cascade Road) Request for modification to conditions Z2014-001 to update the site plan and change requirements for road improvements, with a concurrent variance to reduce the stream buffer. (District 1)

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

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

Minutes:
A motion was made to deny the request for modification to conditions Z2014-001, as there was no finding that they meet the following criteria as outlined in Section 803.06 of the Zoning Ordinance;

1. The suitability of the subject property for the zoned purposes;
2. 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;
3. The zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
4. The AL designation is incompatible with the Regional Live-Work category.

The motion to deny was approved unanimously.

20. 6:05 p.m. Z22-003 and U22-001 6890 Campbellton Rd. as a request to rezone from C-1 to C-2 and obtain a Special Use Permit for a Liquor Store. (District 2)

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

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

Minutes:
A motion was made to approve the request to withdraw the application for the rezoning from C-1 to C-2 and Special Use Permit for liquor store use.

The motion to withdraw was approved unanimously.

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21. 6:15 p.m. U22-003 at 5829 Campbellton Rd. a request for a Special Use Permit for a waxing studio also offering facials, lash extension, and eyebrow tinting. (District 1)

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

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

Minutes:
A motion was made to approve, with staff's conditions enumerated in the 05.25.2022 staff report, the request for a Special Use Permit for a waxing studio offering body waxing, facials, lash extension, eyebrow tinting, and eyebrow lamination.

The motion was approved unanimously.

---

22. 6:18 p.m. First Reading of an Ordinance to Waive Distance Requirements for a Gas Station located at 3505 Cascade Road, Atlanta, GA 30311 (District 1)

Minutes:
First Read

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23. 6:20 p.m. Second Reading and Request for Council Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Regulations For The Initiation Of Zoning Changes; And For Other Lawful Purposes (CDRA)

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

Yea:	6 Gumbs, 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 Zoning Ordinance For The Purpose Of Amending The Regulations For The Initiation Of Zoning Changes.

The motion was approved unanimously.

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24. 6:22 p.m. First Reading of Ordinance TA22-001 - a zoning text amendment to provide additional guidance for off street parking of commercial vehicles **(Councilmember Williams)**

Minutes:
First Read

IX. 6:24 p.m. Agenda Items - Part One

25. **FINANCE**
6:24 p.m. Second Reading and Request Council Approval of An Ordinance To Amend The Fiscal Year 2022 Budget For General Fund And American Rescue Plan Of The City Of South Fulton, Georgia, Appropriating The Amounts Showing In Each Fund As Expenditures/Expenses, Adopting The Several Items Of Revenue Anticipations, Prohibiting Expenditures Or Expenses From Exceeding The Actual Funding Available And For Other Lawful Purposes (Budget Amendment #2) (Finance)

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

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

Minutes:
A motion was amde to approve An Ordinance To Amend The Fiscal Year 2022 Budget For General Fund And American Rescue Plan Of The City Of South Fulton, Georgia, Appropriating The Amounts Showing In Each Fund As Expenditures/Expenses, Adopting The Several Items Of Revenue Anticipations, Prohibiting Expenditures Or Expenses From Exceeding The Actual Funding Available And For Other Lawful Purposes (Budget Amendment #2).

The motion was approved unanimously.

---

26. 6:34 p.m. Request Council Approval of Proposed Option 3 to conduct an Operational Audit of the Finance, HR, IT and Public Works Departments not to exceed $159,400. (Finance - Mauldin and Jenkins)

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

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

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Minutes:
A motion was made to approve Proposed Option 3 to conduct an Operational Audit of the Finance, HR, IT, and Public Works Departments not to exceed $159,400. The motion was amended to include the City Manager's office and to issue a Request for Proposals for this service.

The motion was approved 5-1. Councilmember Revves voted in opposition.

---

27. 6:44 p.m. Request Council Approval of a Financial Services Agreements with Piper Sandler (Edmund Wall) for the period May 1, 2022 through May 30, 2025 with the option to renew for an additional three years (Finance)

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

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

Minutes:
A motion was made to approve A Financial Services Agreements with Piper Sandler (Edmund Wall) for the period May 1, 2022 through May 30, 2024 with the option to renew for an additional two years.

The motion was approved unanimously.

---

28. **CITY CHARTER AND COUNCIL AFFAIRS**

6:49 p.m. Second Reading and Request Council Approval of An Ordinance To Authorize The City Manager To Execute Certain Contracts And Agreements On Behalf Of The City Previously Approved And Adopted By The City Council; And For Other Lawful Purposes **(Councilmember Willis)**

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

Yea:	5 Gumbs, Rowell, Sebastian, Williams, Willis
Nay:	1 Reeves
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to Approve An Ordinance To Authorize The City Manager To Execute Certain Contracts And Agreements On Behalf Of The City Previously Approved And Adopted By The City Council.

The motion was approved 5-1. Councilmember Reeves voted in opposition.

29. 6:54 p.m. Second Reading and Request Council Approval of An Ordinance To Amend The City Of South Fulton's Charter, Article III, Organization Of Government, General Authority, And Ordinances, Section 3.21, Submission Of Ordinances To The Mayor: And For Other Lawful Purposes **(Councilmember Williams)**

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

Yea:	6 Gumbs, 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's Charter, Article III, Organization Of Government, General Authority, And Ordinances, Section 3.21, Submission Of Ordinances To The Mayor.

The motion was approved unanimously.

30. 6:59 p.m. Second Reading and Request Council Approval of An Ordinance Of The City Of South Fulton, Georgia, To Amend Requirements And Processes For Proposed Ordinances And Resolutions; And For Other Lawful Purposes **(Councilmembers Rowell, Willis, Williams and Gumbs)**

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

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

Minutes:
A motion was made to Approve An Ordinance Of The City Of South Fulton, Georgia, To Amend Requirements And Processes For Proposed Ordinances And Resolutions.

The motion was approved unanimously.

31. 7:04 p.m. First Reading of An Ordinance Amending the Selection of Members to the Ethics Panel **(Councilmembers Willis, Gumbs, Williams and Reeves)**

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Minutes:
First Read

32. 7:07 p.m. Request Council Approval of A Resolution Authorizing Human Resources Policies and Procedures Update (Elected Office-Political Involvement) (Human Resources)

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

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

Minutes:
A motion was made to Approve A Resolution Authorizing Human Resources Policies and Procedures Update (Elected Office-Political Involvement).

The motion was approved unanimously.

Councilmember Willis is the lead sponsor for this legislation.

33. 7:12 p.m. Request Council Approval of A Resolution Implementaing South Fulton Communications Standard Operating Procedures and Policies **(Councilmember Willis)**

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

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

Minutes:
A motion was made to Approve A Resolution implementing South Fulton Communications Standard Operating Procedures and Policies.

The motion was approved unanimously.

34. 7:22 p.m. Request Council Approval of A Resolution Appointing Probate Judge Kenya Johnson to the Charter Commission as the representative of the City of South Fulton City Council; Calling for the Creation of a Charter Commission; Identifying the Names of Appointees to the Charter Commission **(Councilmembers Willis, Gumbs, Williams and Reeves)**

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

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

Minutes:
A motion was made to Approve A Resolution Appointing Probate Judge Kenya Johnson to the Charter Commission as the representative of the City of South Fulton City Council; Calling for the Creation of a Charter Commission; Identifying the Names of Appointees to the Charter Commission.

Mayor khalid appointed himself to the Charter Commission.

The motion was approved unanimously.

---

35. 7:27 p.m. Request Council Approval of An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date And For Other Lawful Purposes **(Councilmember Rowell)** and Request Council Approval of a revised zoning calendar to reflect summer Council Meeting Recess. (CDRA)

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

Yea:	5 Gumbs, Reeves, Rowell, Williams, Willis
Nay:	0
Abstain:	0
Not Voting:	1 Sebastian

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

The motion was approved 5-0. Councilmember Sebastian did not vote.

Motion (Approve): Councilmember Rowell

Second: Councilmember Willis
[Motion Approved]

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

Minutes:
A motion was made to approve the revised zoning calendar to reflect the summer Council Meeting Recess and June 14, 2022 special called meeting at 4 PM at City Hall.

The motion was approved unanimously.

X. 7:32 p.m. Executive Session I and Intermission

XI. 7:55 p.m. Agenda Items - Part Two

36. **PARKS AND RECREATION**

7:55 p.m. Request Council Approval of Use Lease Agreement for Wolf Creek Amphitheater between City of South Fulton and Fulton County (City Attorney)

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

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

Minutes:
A motion was made to Approve A Use Lease Agreement for Wolf Creek Amphitheater between City of South Fulton and Fulton County.

The motion was approved unanimously.

---

37. **PUBLIC SAFETY**

8:00 p.m. Request Council Approval of the Collective Bargaining Agreement between the City of South Fulton and Local Fire Fighters Union #3290 **(Councilmembers Sebastian and Williams)**

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

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

Minutes:
A motion was made to approve Request Council Approval of the Collective Bargaining Agreement between the City of South Fulton and Local Fire Fighters Union #3920.

The motion was approved unanimously.

The entire Council co-sponsored this legislation.

---

38. 8:05 p.m. Request Council Approval of School Zone Camera System Preventative Maintenance with Equipment Warranty Contract for total amount of $102,777.00 (Public Works)

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

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

Minutes:
A motion was made to Approve School Zone Camera System Preventative Maintenance with Equipment Warranty Contract for total amount of $102,777.00.

The motion was approved unanimously.

---

39. 8:15 p.m. Request Council Approval to purchase thirty 2022 Ford Pursuit Utility Vehicles (Explorers) along with associated costs for radio communications, video cameras, outfitting/build out and decal graphics for a cost not to exceed $2.1 million source SFPD Capital Fund #350 (Police)

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

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

Minutes:
A motion was made to Approve the purchase thirty 2022 Ford Pursuit Utility Vehicles

(Explorers) along with associated costs for radio communications, video cameras, outfitting/build out and decal graphics for a cost not to exceed $2.1 million source SFPD Capital Fund #350.

The motion was approved unanimously.

---

40. 8:20 p.m. First Reading of An Ordinance Implementing Penalties for Driving on Truck Routes **(Councilmember Rowell)**

Minutes:
First Read

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41. 8:25 p.m. First Reading of An Ordinance Requesting City Code Prohibition of Firearms **(Councilmembers Willis, Gumbs and Williams)**

Minutes:
First Read

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42. 8:30 p.m. Request Council Approval of A Resolution Authorizing An Action Plan for Municipal Park Cameras **(Councilmembers Willis, Gumbs, Rowell and Williams)**

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

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

Minutes:
A motion was made to approve A Resolution Authorizing An Action Plan for Municipal Park Cameras.

The motion was approved unanimously.

---

43. **ECONOMIC DEVELOPMENT**

8:35 p.m.Request Council Approval of a Resolution Appointing Nathan Lewis to the South Fulton Development Authority - Position 8 **(Mayor khalid)**

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

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

Nay: 0
Abstain: 0
Not Voting: 0

Minutes:
A motion was made to Approve A Resolution Appointing Nathan Lewis to the South Fulton Development Authority - Position 8.

The motion was approved unanimously.

---

44. 8:40 p.m. ~~Request Council Approval of a Resolution Appointing Rewa Berry to the South Fulton Development Authority - Position 8~~ **(Councilmember Reeves)**

Minutes:
Item was withdrawn from the agenda by Councilmember Reeves.

---

45. **PURCHASING (CODE ENFORCEMENT AND PUBLIC WORKS)**

8:45 p.m. Request Council Approval to Authorize staff to select and enter into a service agreement with M. Mitchell Group, LLC. to perform vacant lot cleaning, citywide, as needed on behalf of Code Enforcement for an annual amount not to exceed $250,000 as the lowest most responsive and responsible bidder in response to ITB 22-007.

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

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

Minutes:
A motion was made to approve the authorization for staff to select and enter into a service agreement with M. Mitchell Group, LLC. to perform vacant lot cleaning, citywide, as needed on behalf of Code Enforcement for an annual amount not to exceed $250,000 as the lowest most responsive and responsible bidder in response to ITB 22-007.

The motion was approved unanimously.

---

46. 8:50 p.m. Request Council Approval to Authorize staff to select and enter into a service agreement with M. Mitchell Group, LLC. to perform asbestos abatement and structure demolition services, as needed, on behalf of Code Enforcement for an annual amount not to exceed $250,000 as the lowest most responsive and responsible bidder in response to ITB 22-006.

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

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

Minutes:
A request was made to approve the authorization for staff to select and enter into a service agreement with M. Mitchell Group, LLC. to perform asbestos abatement and structure demolition services, as needed, on behalf of Code Enforcement for an annual amount not to exceed $250,000 as the lowest most responsive and responsible bidder in response to ITB 22-006.

The motion was approved unanimously.

---

47. 8:55 p.m. Request Council Approval to Authorize staff to select and enter into a service agreement with 5 Seasons Mechanical, LLC. to perform chiller replacement services for HVAC system at Southwest Arts Center for an amount not to exceed $162,159 as the lowest most responsive and responsible bidder in response to ITB 22-014.

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

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

Minutes:
A motion was made to Authorize staff to select and enter into a service agreement with 5 Seasons Mechanical, LLC. to perform chiller replacement services for HVAC system at Southwest Arts Center for an amount not to exceed $162,159 as the lowest most responsive and responsible bidder in response to ITB 22-014.

The motion was approved unanimously.

---

48. 9:00 p.m. Request Council Approval to Authorize staff to enter into Agreement with Fulton County to accept a Community Development Block Grant in the amount of $250,000 issued by the Federal Government through Fulton County for the purpose of completing repairs of HVAC, Electrical and Plumbing system at the Burdett Recreation Center. (Public Works)

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

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

Minutes:
A motion was made to Authorize staff to enter into an Agreement with Fulton County to accept a Community Development Block Grant in the amount of $250,000 issued by the Federal Government through Fulton County for the purpose of completing repairs of HVAC, Electrical and Plumbing system at the Burdett Recreation Center.

The motion was approved unanimously.

---

49. 9:05 p.m. Request Council Approval of A Resolution Authorizing An IGA Between the City of South Fulton and the City of Fairburn for the White Mill Road Reclamation Project **(Councilmember Sebastian)**

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

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

Minutes:
A motion was made to approve A Resolution Authorizing An IGA Between the City of South Fulton and the City of Fairburn for the White Mill Road Reclamation Project.

The motion was approved unanimously.

XII. Addendum Items

50. Authorize City Manager to utilize the Single Source or Emergency exemption to select Georgia Micro Enterprise Network, Inc to administer Mortgage Assistance Funds on behalf of the City for an amount not to exceeded 1,400,000. Regular City Council meetings are suspended through August 2022. Services will be paid with grant funds. The City runs the risk of losing funds if not utilized.

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

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

Minutes:
Item heard in conjunction with Item 27b.

A motion was made to Authorize City Manager to utilize the Single Source or Emergency exemption to select Georgia Micro Enterprise Network, Inc to administer Mortgage Assistance Funds on behalf of the City for an amount not to exceed 1,400,000.

The motion was approved unanimously.

---

51. A Resolution Authorizing the City Manager to Accept the Award to the City of the Assistance to Firefighter Grant in an Amount Not to Exceed One Million Dollars ($1,000,000.00) with a Required Ten Percent Match

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

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

Minutes:
Item heard in conjunction with Item 42b.

A motion was made to Approve a Resolution Authorizing the City Manager to Accept the Award to the City of the Assistance to Firefighter Grant in an Amount Not to Exceed One Million Dollars ($1,000,000.00) with a Required Ten Percent Match.

The motion was approved unanimously.

---

52. Request Council Approval of An Intergovernmental Agreement For The Provision Of Election Services Between Fulton County, Georgia, and City Of South Fulton, Georgia at No Cost to the City

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

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

Minutes:
Item heard in conjunction with Item 35b.

A motion was made to Approve An Intergovernmental Agreement For The Provision Of Election Services Between Fulton County, Georgia, and City Of South Fulton, Georgia at No Cost to the City

The motion was approved unanimously.

XIII. 9:10 p.m. Council Comments (3 minutes each)

XIV. 9:31 p.m. Executive Session II (if needed)

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

Yea:	5 Reeves, Rowell, Sebastian, Williams, Willis
Nay:	0
Abstain:	0
Not Voting:	1 Gumbs

Minutes:
A motion was made at 9:04 PM to recess for an Executive Session to discuss Real Estate, Litigation and Personnel for no longer than 30 minutes.

The motion was approved 5-0. Councilmember Gumbs was absent.

Motion (Reconvene): Councilmember Rowell
Second: Councilmember Reeves
[Motion Approved]

Yea:	4 Reeves, Rowell, Sebastian, Williams
Nay:	0
Abstain:	0

Not Voting: 2 Gumbs, Willis

Minutes:
A motion was made to reconvene from Executive Session at 10:19 PM.

The motion was approved 4-0. Councilmembers Willis and Gumbs were absent.

XV. Adjournment of Meeting

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

Yea:	5 Reeves, Rowell, Sebastian, Williams, Willis
Nay:	0
Abstain:	0
Not Voting:	1 Gumbs

Minutes:
A motion was made to adjourn the Regular Meeting at 10:20 PM.

The motion was approved 5-0. Councilmember Gumbs was not present.

---

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Work Session Minutes from August 9, 2022

DATE: August 23, 2022

SUBJECT: Request Council Approval of City Council Work Session Minutes from August 9, 2022

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_WS_2022_8_9_MeetingDRAFT	Cover Memo	8/23/2022

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - WORK SESSION
Tuesday, August 9, 2022, 4:00 PM

COUNCIL WORK SESSION MEETING MINUTES

I. 4:00 pm Invocation

The invocation was provided by Mayor khalid.

1. 4:01 pm 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	
Vacant	District 7 Councilmember		

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

II. 4:01 pm Call to Order - Mayor khalid (*Times are estimates only)

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

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

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

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Minutes:
A motion was made to amend the agenda pursuant to Roberts Rules of Order 4162 Newly Revised 12 Edition and remove the following items:

- **Georgia Open Meetings Act and Executive Sessions**
- **Sanitation Request for Proposals (RFP) Update**
- **Renegotiation of Public Works Contract and Restructuring of Public Works Department**
- **Camelot Update**
- **Overview on Eligible P Card Usage**

Additionally, the amended motion adds to the agenda an Executive Session if needed.

The motion was approved unanimously.

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

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

Minutes:
A motion was made to call the previous question.

The motion was approved unanimously.

III. 4:02 pm Monthly Reports

2. 4:02 pm Finance Monthly Report – Karen Slaton-Dixon, Finance Director
   A. Budget to Actuals
   B. August and September Budget Calendar

Minutes:
Karen Slaton-Dixon, Finance Director indicated that the financial report is not ready for presentation. The report will be provided at a later time.

Mrs. Slaton-Dixon reviewed the proposed department budget presentations, millage rate and budget hearings schedule.

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

Yea:	6 Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay:	0

Abstain: 0
Not Voting: 0

Minutes:
A motion was made to limit debate on the remaining agenda items to 10 minutes each.

The motion was approved unanimously.

---

3. 4:20 pm City Manager Monthly Report – Don Toms, Asst. City Manager

Minutes:
Don Toms, Assistant City Manager presented the City Manager's Report in the City Manager's absence.

Park Security Cameras
The City Manager sent a memo August 4, 2022, to the Mayor and Council about this project. Parks cameras will be approximately $900,000 based on equipment and installation but may change based on additional connectivity and other unforeseen needs. The estimate for Fire stations will be approximately $250,000 based on current information. This is a project that is eligible to be funded by the American Rescue Plan Act (ARPA). The City will purchase the equipment in compliance with the rules and regulations of the city's procurement policies.

COSF Job Fair and Career Expo
The City Manager's Office and the Human Resources Department teamed up to host the city's first ever Job Fair & Career Expo to showcase the city's jobs only. This event will take place Wednesday, August 31st from 9am-1pm in the Welcome All Park Multipurpose Room. The address is 4255 Will Lee Road South Fulton, Ga 30349. Laptops will be accessible for in-person application execution. On the spot interviews may be available for some job vacancies but staff is still working out the details to determine if we can make this happen. Attendees are highly suggested to register at https://CoSFGACareerFair.eventbrite.com. Professional attire is advised. For more information, check out our city website at www.cityofsouthfultonga.gov. The city currently has an estimated 156 job vacancies which includes vacancies within our larger departments such as police and fire.

CDBG and Community Planning Workshops
The Community Development Department invites to South Fulton community to participate in a virtual community meeting regarding U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funding activities for FY 22. Input from the community is requested to help select activities that support HUD's Three (3) National Objectives. The Community Development Department will kick off Community Planning workshops across South Fulton in August to get communities talking and to help them under the planning process. Check out the department webpage for the schedule of upcoming workshops.

Rental and Mortgage Assistance Program
At the advice of our Legal Department to make sure our procurement process is following federal guidelines, it is recommended that City Staff re-issue the RFP, evaluate proposals, and prepare the agenda item for the August 23, 2022, so that council can consider approval of the

vendor contract. Our staff is diligently working to get these funds to our residents who desperately need within our community. We want to make sure everything is done correctly. The rental and mortgage assistance will be funded by the American Rescue Plan Act (ARPA). The City has until December 31, 2026, to spend the ARPA funds.

Code Cares Initiative and Demolish of Blighted Properties

Our Code Enforcement Department's Code Cares initiative is growing and expanding, receiving donations from McDonalds, Publix, Home Depot as well as local businesses and volunteers looking to assist. Also, Code Enforcement has abated or demolished 12 blighted properties this year and are scheduled to abate 5 more before FY22 ends.

New Fire Engines and Fire Recruits

We are happy to announce on July 18th the Fire Department welcomed 15 new fire recruits. Also, the Fire Department received three (3) new fire engines within the last month. They will all be in service by August 19th. Push ceremonies details will be released on social media platforms in the weeks to come. We encourage the community to come out to help us push the fire engines into service.

Police Promotions

The South Fulton Police Department conducted interview panels for the promotion of officers to the positions of Sergeants and Lieutenant. The interviews took place over a three-day period in June at Siloam Church International. The PD would like to publicly thank Siloam Church International and Dr. Jonathon Carter for offering their facility.
PD was able to promote 8 Sergeants, 1 Lieutenant, 2 Detectives, and the GCIC Records Supervisor between June – August. Additional promotions are slated before the end of the fiscal year. Seven new officers were hired during the period of June – August. Welcome to the South Fulton family.

"National Night Out" Event Was a Great Success

National Night Out hosted by SFPD in partnership with Fulton County Police Department was held on August 2nd at the LA Fitness parking lot on Old National Highway. This was the return of the nation-wide event after a 2-year hiatus due to COVID-19. We had a record number of government agencies, non-profit organizations,
3 and vendors. There were 2 helicopters that landed onsite, bouncy houses, game trucks, various SWAT vehicles, our own Fire Department had their trucks out, the Atlanta Slingshot group, etc. Special thank you goes to Capt. Cotton-Tukes, Veronica Carew and all the other hard-working staff at our SFPD.

Stacks Road is Open

Following temporary repairs to a bridge that was damaged by excessive rain, Stacks Road in the City of South Fulton has reopened. A headwall collapsed above the CSX railroad tracks due to heavy soil erosion from concentrated stormwater flowing from the roadway during heavy rains. The repair required replacing the eroded soil and subsequent repaving of the bridge. City officials started design work on a new bridge in February. The initial concept is for a two-lane, 100-foot single span bridge with sidewalks on both sides. The design phase is set to completed at the end of the year, with construction starting construction in 2023.

August 23rd City Council Meeting

Just a reminder for the public. Our Tuesday, August 23, 2022, City Council Meeting will be held in person at Welcome All Park. The meeting begins at 4pm.

4. City Attorney Monthly Report – Vincent Hyman, City Attorney

Minutes:
The City Attorney submitted his report in writing.

IV. 4:30 pm Presentations

5. 4:30 pm Georgia Open Meetings Act and Executive Sessions (Georgia Municipal Association, GMA)

Minutes:
Removed from the agenda at the beginning of the meeting.

6. 4:50 pm Sanitation Request for Proposals (RFP) Update - Don Toms, Asst. City Manager

Minutes:
Removed from the agenda at the beginning of the meeting.

7. 5:20 pm Renegotiation of Public Works Contract and Restructuring of Public Works Department - Antonio Valenzuela, Director, Dept. of Public Works
   A. Timeline
   B. Costs
   C. Parks Repairs URA Update
   D. Customer Service (SeeClickFix, 311)

Minutes:
Removed from the agenda at the beginning of the meeting.

8. 6:00 p.m. Recess of Work Session Meeting (Convening of Zoning Public Hearing)

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

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

Minutes:
A motion was made to recess the Work Session at 6:31 PM and postpone Council Comments.

The motion was approved unanimously.

Motion (Reconvene): Councilmember Reeves
Second: Councilmember Willis
[Motion Approved]

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

Minutes:
A motion was made to reconvene the Work Session at 7:25 PM.

The motion was approved unanimously.

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9. 6:20 pm Wolf Creek Amphitheater, Part I – Karin Smoot, Special Projects Manager (Part II scheduled for Tuesday, September 13, 2022)
    A. Maintenance Costs and Plan
    B. Estimated Timeline for Establishing Programming
    C. Discussion of City-Sponsored Events Process and Costs

Minutes:
Karin Smoot, Special Projects Manager presented an update regarding the Wolf Creek Amphitheater including an overview of its current conditions and estimated cost to repair and bring up to standards. A list of the events scheduled for Fall 2022 was presented.

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

Yea:	5 Gumbs, Reeves, Rowell, Sebastian, Willis
Nay:	1 Williams
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to suspend the 10-minute rule for this topic.

The motion was approved 5-1. Councilmember Williams voted in opposition.

Motion (Reconsider): Councilmember Sebastian
Second: Councilmember Willis
[Motion Approved]

Yea:	5 Reeves, Rowell, Sebastian, Williams, Willis
Nay:	1 Gumbs
Abstain:	0

Not Voting: 0

Minutes:
A motion was made to reconsider limiting the debate to 10-minutes as previously approved.

The motion was approved 5-1. Councilmember Gumbs voted in opposition.

10. 6:30 pm Camelot Update (Courts and Code Enforcement)

Minutes:
Removed from the agenda at the beginning of the meeting.

11. 6:40 pm Overview on Eligible P-Card Usage – Carrie Sorrells, Purchasing Analyst

Minutes:
Removed from the agenda at the beginning of the meeting.

V. 7:30 pm Council Comments

Minutes:
Council Comments were postponed for this meeting.

12. Executive Session

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

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

Minutes:
A motion was made at 7:26 PM to recess for an Executive Session for Litigation, Personnel and Real Estate. to begin at 7:45 PM.

The motion was approved unanimously.

Mayor khalid indicated that he would not be attending the Executive Session because in his opinion the Executive Session is illegal and there will not be an attorney present.

Motion (Reconvene): Councilmember Williams
Second: Councilmember Sebastian
[Motion Approved]

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

Minutes:
A motion was made to reconvene from Executive Session at 9:35 PM.

The motion was approved unanimously.

VI. 7:50 pm Adjournment of Meeting

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

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

Minutes:
A motion was made to adjourn the Work Session at 9:35 PM.

The motion was approved unanimously.

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khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from August 9, 2022
DATE:	August 23, 2022
SUBJECT:	Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from August 9, 2022
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_ZPH_2022_8_9_Meeting_DRAFT	Cover Memo	8/20/2022

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - ZONING PUBLIC HEARINGS
Tuesday, August 9, 2022, 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 6:32 PM.

2. 6:02 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	
VACANT	District 7 Councilmember		

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

3. 6:03 p.m. Alcohol Licenses, Rezonings, Variance and Modification Cases

    1. 6:03 pm Public hearing to consider Z21-015 7245 Bethsaida Dr., 7329 Bethsaida Dr., 0 Bethsaida Rd., 2234 Bethsaida Rd., 2224 Bethsaida Dr as a request to rezone from AG-1 and C-1 to R-5 for the purpose of constructing 85 single family, fee simple homes. District 7 (Case deferred from June 14, 2022 Spcial Called Meeting)

Minutes:
Public Hearing held. Two comments were received

Applicant: Thomas Houston

Opposition: Michael Venable, District 6
Alvin Reynolds, District 7

Discussion conducted.

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2. Public hearing for an alcohol license for 2749 Hillandale, LLC dba Neighborhood Food Mart for an alcohol license for retail sales of wine and malt beverages at 2749 Flat Shoals Rd., South Fulton, GA 30349

Minutes:
Public Hearing held.

No comments were received.

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4. Adjournment of Meeting

Motion (Adjourn): Councilmember Reeves
Second: Councilmember Willis
[Motion Approved]

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

Minutes:
A motion was made to adjourn the Special Called Meeting at 7:24 PM.

The motion was approved unanimously.

---

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Special Called Meeting Minutes from June 14, 2022, July 11, 2022, July 22, 2022, August 16, 2022

DATE: August 23, 2022

SUBJECT: Request Council Approval of City Council Special Called Meeting Minutes from June 14, 2022, July 11, 2022, July 22, 2022, August 16, 2022

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_SCM_2022_6_14_Meeting_DRAFT	Cover Memo	8/20/2022
Minutes_SCM_2022_7_11_Meeting_DRAFT	Cover Memo	8/20/2022
Minutes_SCM_2022_7_22_Meeting_DRAFT	Cover Memo	8/20/2022
Minutes_SCM_2022_8_16_Meeting_DRAFT	Cover Memo	8/23/2022

CITY OF SOUTH FULTON, GEORGIA
SPECIAL CALLED MEETING - City Hall, 5440 Fulton Industrial Blvd., South Fulton, GA 30336
Tuesday, June 14, 2022, 4:00 PM

REGULAR MEETING MINUTES

I. 4:00 p.m. Invocation – Pastor Warren L. Henry, Sr., City Chaplain

Minutes:
Pastor Barbara McKee, Assistant City Chaplain, opened the meeting with an invocation.

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	
VACANT	District 7 Councilmember		

Following the roll call by the City Clerk, a quorum was established. Councilmembers Gumbs and Reeves were present via Zoom.

II. 4:05 p.m. Meeting Called to Order – Mayor khalid

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

Yea:	5 Gumbs, Reeves, Sebastian, Williams, Willis
Nay:	1 Rowell
Abstain:	0
Not Voting:	0

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

A motion was made to strike from the agenda the following items subject to Roberts Rules of Order Section 9.15 and the City Charter Section 3.13:

- **MARTA South Fulton County Transit Initiative Briefing**
- **Camelot Update**
- **Wolf Creek Amphitheater Planning**
- **Discussion: May 25th Violation of the Decorum Ordinance by Councilwoman Helen Z. Willis**

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

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

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

Minutes:
A motion was made to add an Executive Session to the agenda for Personnel, Real Estate and Litigation pursuant to the Open Meetings Act.

The motion was approved unanimously.

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

Yea:	5 Gumbs, Reeves, Sebastian, Williams, Willis
Nay:	1 Rowell
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to call the previous question.

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

III. 4:07 p.m. Presentation: MARTA South Fulton County Transit Initiative Briefing - Collaborative Firm

1. MARTA South Fulton County Transit Initiative Briefing, Collaborative Firm

Minutes:
Item removed from the agenda at the beginning of the meeting.

IV. 4:22 p.m. Courageous Conversations

2. A. Camelot Update
4:22 p.m. Building Inspection Report and Question and Answer (Charles Abbott, Code Enforcement, Fire)

4:30 p.m. Crime Stats and Question and Answer (Keith Meadows, Chief of Police)

4:38 p.m. Redevelopment Opportunities (Artie Jones, Economic Development Director)

Minutes:
Item removed from the agenda at the beginning of the meeting.

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3. B. Wolf Creek Amphitheater Planning:
4:45 p.m 2022 and 2023 Season Planning (Tammi Saddler Jones, City Manager and Don Toms, Assistant City Manager)

Minutes:
Item removed from the agenda at the beginning of the meeting.

V. 5:00 p.m. Presentation: 2023 Budget Calendar and Process, Karen Slaton-Dixon, Finance Director

4. 2023 Budget Calendar and Process - Karen Slaton-Dixon, Finance Director

Minutes:
Budget Calendar and process presented by Karen Slaton-Dixon, Finance Director.

The FY 2022-2023 Budget Calendar and Department FY23 Proposed Budget Presentations schedule which are included in the agenda package were reviewed.

VI. 5:15 p.m. Discussion: May 25th Violation of the Decorum Ordinance by Councilwoman Helen Z. Willis

Minutes:
Item removed from the agenda at the beginning of the meeting.

VII. 5:30 p.m. Public Hearings: Rezonings, Variance and Modification Cases (For Motion and Vote)

5. 5:30 p.m. Public Hearing to consider Z21-015 7245 Bethsaida Dr., 7329 Bethsaida Dr., 0 Bethsaida Rd., 2234 Bethsaida Rd., 2224 Bethsaida Dr as a request to rezone from AG-1 and C-1 to R-5 for the purpose of constructing 95 single family, fee simple homes. (District 7)

Motion (Defer): Councilmember Rowell
Second: Councilmember Sebastian
[Motion Deferred]

Yea:	5 Gumbs, Rowell, Sebastian, Williams, Willis
Nay:	0
Abstain:	0
Not Voting:	1 Reeves

Minutes:
Public Hearing held. Three comments were received

Applicant: Thomas Houston

Opposition: Michael Venable, District 6
Jewel Johnson, District 1
Drew DeMan, District 7

Discussion conducted.

A motion was made to defer case Z21-015 7245 Bethsaida Dr., 7329 Bethsaida Dr., 0 Bethsaida Rd., 2234 Bethsaida Rd., 2224 Bethsaida Dr as a request to rezone from AG-1 and C-1 to R-5 for the purpose of constructing 95 single family, fee simple homes to the August 9, 2022 Council Meeting.

The motion to defer was approved 5-0. Mayor Pro Tem Reeves did not vote.

---

6. 6:00 p.m. Public Hearing to consider Z22-001 0 Wilkerson and Ono Road (Tax Parcel #07 250001030456, 07 240000901394, and 07 240000900321) as a request to rezone from AG-1 to CUP for the purpose of constructing 300 single family homes. (District 4)

Motion (Defer): Councilmember Rowell
Second:
[Motion Failed for Lack of Second]

Yea:	0
Nay:	0
Abstain:	0
Not Voting:	1 Gumbs

Minutes:
Public Hearing held. Six comments were received

Applicant: Michelle Battle

Opposition: Jane Schappe, District 4
Susan Marbutt, District 4
Bob Dallas, Attorney representing Mr. and Mrs. Schappe
Naeema Gilyard, District 4
Brian O'Donald, District 4
Drew DeMan, District 7

Discussion conducted.

A motion was made to defer case Z22-001 0 Wilkerson and Ono Road (Tax Parcel #07 250001030456, 07 240000901394, and 07 240000900321) as a request to rezone from AG-1 to CUP for the purpose of constructing 300 single family homes to the August 9, 2022 Council Meeting.

The motion failed for the lack of a second.

Motion (Deny): Councilmember Sebastian
Second: Councilmember Willis
[Motion Approved]

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

Minutes:
A motion was made to deny case Z22-001 0 Wilkerson and Ono Road (Tax Parcel #07 250001030456, 07 240000901394, and 07 240000900321) as a request to rezone from AG-1 to CUP for the purpose of constructing 300 single family homes.

The motion to deny was approved unanimously.

---

7. 6:30 p.m. Public Hearing to consider Z22-004, U22-003 and CV22-002 3505 Cascade Rd. as a request to rezone from C-1 to C2 and obtain a special use permit for a convenience store with gas pumps and concurrent variances regarding the stream buffer, Sandtown Overlay Requirements, and tree planting requirements, and sign ordinance. (District 1) -AND-

   Second reading of an ordinance to Waive Distance Requirements (separate vote) for a Gas Station located at 3505 Cascade Road (only), Atlanta, GA 30311 (Councilmember Rowell)

Motion (Approve w/ Conditions): Councilmember Rowell
Second:
[Motion Failed for Lack of Second]

Yea:	0
Nay:	0

Abstain: 0
Not Voting: 1 Gumbs

Minutes:
Correction: The overlay referenced should be the Cascade Overlay.

Public Hearing held. Four comments were received

Applicant: Michelle Battle

Support: Vangie Watkins

Opposition: Lisa Pressley, Non-resident
Jewel Johnson, District 1
Gloria Williams, District 2

Discussion conducted.

A motion was made to approve, with staff's conditions enumerated in the June 14, 2022 staff report, the request to rezone from C-1 to C-2 and obtain a special use permit for a gas station. I move to approve, deny, and withdrawal the concurrent variances in accordance with staff's recommendations with the adjustment that the parking lot island variance be approved with the condition that parking islands shall be required every 8 spaces, except on the South side of the building, the parking islands shall be required every 10 spaces. The sign will have to comply with the cascade overlay.

The motion failed for a lack of a second.

Motion (Hold): Councilmember Rowell
Second: Councilmember Sebastian
[Motion Approved]

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

Minutes:
A motion was made to postpone case Z22-004, U22-003 and CV22-002 3505 Cascade Rd. as a request to rezone from C-1 to C2 and obtain a special use permit for a convenience store with gas pumps and concurrent variances regarding the stream buffer, Sandtown Overlay Requirements, and tree planting requirements, and sign ordinance until the August Regular Meeting.

The motion to hold was approved unanimously.

Motion (Hold): Councilmember Rowell

Second: Councilmember Sebastian
[Motion Approved]

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

Minutes:
A motion was made to hold the Second reading of an ordinance to Waive Distance Requirements (separate vote) for a Gas Station located at 3505 Cascade Road (only), Atlanta, GA 30311.

The motion to hold was approved unanimously.

---

8. 7:10 p.m. Public Hearing to consider U22-004 as a request for a waxing studio offering body waxing, facials, and hair braiding at 5370 Campbellton Fairburn Rd. (District 3)

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

Yea:	5 Reeves, Rowell, Sebastian, Williams, Willis
Nay:	0
Abstain:	0
Not Voting:	1 Gumbs

Minutes:
Public Hearing held. No comments were received.

Applicant: Rhonda Williams

Discussion conducted.

A motion was made to approve case U22-004 as a request for a waxing studio offering body waxing, facials, and hair braiding at 5370 Campbellton Fairburn Rd.

The motion was approved 5-0. Councilmember Gumbs did not vote.

---

9. 7:30 p.m. Public Hearing to consider U22-005 at 5550 Old National Hwy. as a special use permit for a Hookah Lounge. (District 6)

Motion (Withdraw): Councilmember Williams
Second: Councilmember Willis
[Motion Approved]

Yea:	6 Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay:	0

Abstain: 0

Not Voting: 0

Minutes:

Public Hearing held. No comments were received

Applicant: Sherrie Phillips

Discussion conducted.

A motion was made to accept the withdrawal of the application and allow the applicant and staff to bring the proposal back at a later time.

The motion to withdraw was approved unanimously.

---

10. 7:50 p.m. Second Reading of Resolution TA22-001. A zoning text amendment to provide additional guidance for off street parking of commercial vehicles (Councilmember Williams)

Motion (Approve): Councilmember Williams

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve Resolution TA22-001. A zoning text amendment to provide additional guidance for off street parking of commercial vehicles.

The motion was approved unanimously.

VIII. 8:00 p.m. Council Comments

Minutes:

District 1

No comments. Happy Juneteenth.

District 2

Apologize for not being present in person. Healthy South Fulton upcoming in July. Check the Facebook page for information. Happy Fathers' Day. Thank you for attending Public Safety Meeting.

District 3

Issued public apology for the language used at May 25, 2022 council meeting.

District 4

Thanked residents of District 4 and Cliftondale United Methodist Church for supporting the vaccination event at Cliftondale UMC. Additionally thanked citizens for attending the fire prevention workshop. Working to improve the safety in the Shell gas station Plaza. Happy Juneteenth and Happy Fathers' Day.

District 5

Accepted apology from Councilmember Willis. Celebrated Old National Youth Fest. Raised $850. Food Pantry held every Tuesday and Thursday, at First Missionary Baptist Church from 11 am - 1pm. Old National Walk will be held on June 17, 2022. Happy Fathers' Day.

District 6

Thanked residents for attending the meeting.

Mayor

Thanked residents for supporting multiple events across the City. Apologized for walking out of the meeting on May 25, 2022. Apologized to residents who came to the meeting to receive information about Camelot and Wolf Creek Amphitheater. Happy Juneteenth. Happy Fathers Day. Film producer Sam Pollard is debuting a film, Rising and Rebuild which will have a COSF feature in it. Tri Cities High School Alumni recently won a Tony Award for best actress for the Broadway play, Paradise Lost.

IX. Executive Session

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

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

Minutes:
Item was added to the agenda at the beginning of the meeting.

A motion was made at 7:15 PM to recess for an Executive Session to discuss Real Estate, Litigation and Personnel.

The motion was approved unanimously.

Mayor khalid announced that he would not be attending the Executive Session.

Motion (Reconvene): Councilmember Williams
Second: Councilmember Willis
[Motion Approved]

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

Minutes:
A motion was made to reconvene from Executive Session at 10:15 PM.

The motion was approved unanimously. Mayor khalid was not present.

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

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

Minutes:
A motion was made to refer what appears to be irregular P-Card transactions by the mayor to a third-party, Fulton County District Attorney's Office, for further detailed investigation.

The motion was approved unanimously. Mayor khalid was not present.

X. 8:10 p.m. Adjournment of Meeting

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

Yea:	6 Gumbs, 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 10:20 PM.

The motion was approved unanimously. Mayor khalid was not present.

CITY OF SOUTH FULTON, GEORGIA
SPECIAL CALLED MEETING - City Hall, 5440 Fulton Industrial Blvd., South Fulton, GA 30336
Monday, July 11, 2022, 4:00 PM

SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order

Minutes:
The meeting was called to order by Mayor khalid kamau at 4:09 PM.

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	
VACANT	District 7 Councilmember		

Following the roll call by the City Clerk, a quorum was established.
Councilmembers Rowell, Gumbs and Reeves were present via Zoom.

3. Agenda Items

1. LOST Negotiation Discussion including Selection of Consultants to Assist the City of South Fulton

Motion (Approve w/ Conditions): Councilmember Willis
Second:
[Motion Failed for Lack of Second]

Yea: 0

Nay: 0
Abstain: 0
Not Voting: 0

Minutes:
A motion was made to approve A Resolution Appointing and Authorizing Special Counsel To Represent The City of South Fulton, Georgia To Negotiate A Local Option Sales Tax (L.O.S.T.) Distribution Certification As Required Under the Laws of the State of Georgia; To Authorize Said Counsel To Assist In the Preparation, Negotiation, Mediation, Or Arbitration of the City's L.O.S.T.; Repeal Inconsistent Provisions. (Note: Separate agreements for Andy Welch and Michael Brown are included with the resolution.)

The motion did not receive a second.

Councilmember Willis requests that if any meetings are held, the City Council should be made aware of the date, time and location. Additionally, the City Manager should provide an update to the Council after the meeting.

Councilmember Sebastian requests a reporting process for providing information to the City Council.

Attorney Hyman advised that the Council does not have to select their elected/staff representatives at this meeting. The representatives would need to be selected prior to the meeting scheduled for July 15, 2022.

Motion (Approve w/ Conditions): Councilmember Sebastian
Second: Councilmember Reeves
[Motion Withdrawn]

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

Minutes:
A motion was made to approve A Resolution Appointing and Authorizing Special Counsel To Represent The City of South Fulton, Georgia To Negotiate A Local Option Sales Tax (L.O.S.T.) Distribution Certification As Required Under the Laws of the State of Georgia; To Authorize Said Counsel To Assist In the Preparation, Negotiation, Mediation, Or Arbitration of the City's L.O.S.T.; Repeal Inconsistent Provisions. (Note: Separate agreements for Andy Welch and Michael Brown are included with the resolution.)

The motion included a request to appoint the Mayor, City Manager and City Attorney and requires that the representatives report back to the Council regarding any actions.

The motion was withdrawn.

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

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

Minutes:
A motion was made to approve A Resolution Appointing and Authorizing Special Counsel To Represent The City of South Fulton, Georgia To Negotiate A Local Option Sales Tax (L.O.S.T.) Distribution Certification As Required Under the Laws of the State of Georgia; To Authorize Said Counsel To Assist In the Preparation, Negotiation, Mediation, Or Arbitration of the City's L.O.S.T.; Repeal Inconsistent Provisions. (Note: Separate agreements for Andy Welch and Michael Brown are included with the resolution.)

The motion was approved unanimously.

Councilmember Willis advised the individual Councilmembers will caucus and identify representatives for the City by July 14, 2022.

2. Request Council Approval of An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date And For Other Lawful Purposes

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

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

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

The motion was approved unanimously.

1. Executive Session

Motion (Recess): Councilmember Willis
Second: Councilmember Sebastian

[Motion Approved]

Yea:	5 Gumbs, Reeves, Sebastian, Williams, Willis
Nay:	0
Abstain:	0
Not Voting:	1 Rowell

Minutes:
A motion was made at 5:00 PM to recess for an Executive Session to discuss Real Estate, Litigation and Personnel.

The motion was approved 5-0. Councilmember Rowell did not vote.

Motion (Reconvene): Councilmember Sebastian
Second: Councilmember Williams
[Motion Approved]

Yea:	5 Gumbs, Reeves, Sebastian, Williams, Willis
Nay:	0
Abstain:	0
Not Voting:	1 Rowell

Minutes:
A motion was made to reconvene from Executive Session at 6:12 PM.

The motion was approved 5-0. Councilmember Rowell did not vote.

4. Adjournment of Meeting

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

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

Minutes:
A motion was made to adjourn the Special Called Meeting at 6:13 PM.

The motion was approved unanimously.

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August 1, 2022

CITY OF SOUTH FULTON, GEORGIA
SPECIAL CALLED MEETING - City Hall, 5440 Fulton Industrial Blvd., South Fulton, GA 30336
Friday, July 22, 2022, 4:00 PM

SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order

Minutes:
The meeting was called to order by Mayor khalid kamau at 4:04 PM.

Mayor khalid thanked the Fire Department for their service regarding 3 accidents that occurred earlier in the day.

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	
VACANT	District 7 Councilmember		

Following the roll call by the City Clerk, a quorum was established.
Councilmembers Sebastian and Mayor Pro Tem Reeves were present via Zoom.
Mayor Pro Tem Reeves arrived in person at 4:25 PM.

3. Executive Session

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

Minutes:
Mayor khalid raised a point of order regarding the presence of the City Attorney who

the Mayor indicated had been removed by him from his position on July 18, 2022. Mayor khalid requested that the record reflect that neither the Human Resources Director, nor any other attorneys were present to represent the City.

Attorney Hyman advised it was his opinion that Mayor khalid initiated the process for removal.

Mayor khalid requested that the record reflect that in his opinion the City Attorney issued an opinion regarding his removal in which he has a direct financial interest.

Councilmember Willis raised a point of order that this discussion is regarding personnel and should be conducted in an executive session.

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

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

Minutes:
A motion was made to amend the agenda to add the Appointment of the City's Local Option Sales Tax (LOST) delegation. This will be added prior to the adjournment.

The motion was approved unanimously.

Mayor khalid requested that the record reflect that in his opinion the motion was improper and in violation of the Open Meetings Act.

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

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

Minutes:
A motion was made to deny the removal of the City Attorney by the Mayor for Due Cause and reinstate him immediately.

The motion was approved unanimously.

Mayor Khalid asked that the record reflect that in his opinion the agenda was amended without public notice to reinstate the City Attorney who has worked for the entire week since the Mayor's notification.

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

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

Minutes:
A motion was made at 4:21 PM to recess for an Executive Session to discuss Real Estate, Litigation and Personnel.

The motion was approved unanimously.

Mayor khalid indicated that he would not be attending the Executive Session because in his opinion the Executive Session is illegal and there will not be an attorney present.

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

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

Minutes:
A motion was made to reconvene from Executive Session at 6:01 PM.

The motion was approved unanimously.

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

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

Minutes:
A motion was made to vacate the chair for the duration of the meeting.

The motion was approved unanimously.

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

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

Minutes:
A motion was made to amend the previously adopted resolution appointing and authorizing special counsel to represent the City of South Fulton, Georgia to negotiate Local Option Sales Tax to specifically amend paragraph 5 by designating the city's delegation to be Councilmember Catherine Rowell, the City Manager and City Attorney or his designee.

The motion was approved unanimously.

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

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

Minutes:
A motion was made to authorize the City Attorney to retain conflict counsel to represent the City Council and City Attorney in response to the Mayor's complaint and other legal actions.

The motion was approved unanimously.

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

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

Minutes:
A motion was made to approve a Vote of No Confidence in Mayor khalid kamau.

The motion was approved unanimously.

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

Yea:	6 Gumbs, Reeves, Rowell, Sebastian, Williams, Willis
Nay:	0

Abstain: 0
Not Voting: 0

Minutes:
A motion was made to table the current motion and recess the meeting at 6:14 PM.

The motion was approved unanimously.

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

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

Minutes:
A motion was made to reconvene the Special Called Meeting at 6:18 PM.

The motion was approved unanimously.

Motion (Remove): Councilmember Williams
Second: Councilmember Gumbs
[Motion Approved]

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

Minutes:
A motion was made to remove the current motion from the table.

The motion was approved unanimously.

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4. Adjournment of Meeting

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

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

Minutes:
A motion was made to adjourn the Special Called Meeting at 6:44 PM.

The motion was approved unanimously.

CITY OF SOUTH FULTON, GEORGIA
SPECIAL CALLED MEETING - City Hall, 5440 Fulton Industrial Blvd., South Fulton, GA 30336
Tuesday, August 16, 2022, 4:00 PM

SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order

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

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	
VACANT	District 7 Councilmember		

Following the roll call by the City Clerk, a quorum was established. Councilmember Williams was present via Zoom.

3. Agenda Items

1. Public Hearing regarding CDBG/HUD Annual Action Plan

Minutes:
Public Hearing held. No comments were received

2. Request Council Approval Of A Resolution Encouraging The Availabiltiy Of Decent Housing And Expanding Economic Opportunities Within The City; Adopts Programs And Activities Outlined In The Annual Action Plan; Authorizes The Submission Of The City's Annual Action Plan To HUD And For Other Lawful Purposes (Community Development and Regulatory Affairs)

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

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

Minutes:
A motion was made to approve A Resolution Encouraging The Availability Of Decent Housing And Expanding Economic Opportunities Within The City; Adopts Programs And Activities Outlined In The Annual Action Plan; Authorizes The Submission Of The City's Annual Action Plan To HUD.

The motion was approved unanimously.

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

Yea:	5 Gumbs, Rowell, Sebastian, Williams, Willis
Nay:	1 Reeves
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to direct the City Manager to provide an itemized plan for Council approval of how the Program and Activity Funds in the Annual Action Plan will be spent.

The motion was approved 5-1. Mayor Pro Tem Reeves voted in opposition.

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3. Request Council Approval Of A Special Event Permit For A Motorcade At Zion Hill Baptist Church (Anniversary) on August 20, 2022, at 10:00 am.

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

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

Nay:	0
Abstain:	0
Not Voting:	0

Minutes:
A motion was made to approve A Special Event Permit For A Motorcade At Zion Hill Baptist Church (Anniversary) on August 20, 2022, at 10:00 am.

The motion was approved unanimously.

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4. Discussion: Consideration of Mask Mandate for All City Facilities

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

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

Minutes:
A motion was made to require that face masks are required to be worn in City of South Fulton facilities.

The motion was approved unanimously.

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4. Adjournment of Meeting

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

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

Minutes:
A motion was made to adjourn the Special Called Meeting at 4:58 PM.

The motion was approved unanimously.

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khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Red Cross Award Presentation

DATE: August 23, 2022

SUBJECT: Red Cross Award Presentation

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Mayor/Council Proclamations for Spreading on the Minutes

DATE: August 23, 2022

SUBJECT: Mayor/Council Proclamations for Spreading on the Minutes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation - Anthony Holder (Rowell) 5.24.2022	Cover Memo	8/20/2022
Proclamation - ALTA Blazzin' Baskestball Program (Reeves 6.3.22)	Cover Memo	8/20/2022
Proclamation - Ann Doris Hylick Small (Rowell) 6.3.2022 (003)	Cover Memo	8/20/2022
Proclamation_Deja Tyarra McCrary, _khalid 6.6.2022	Cover Memo	8/20/2022
Proclamation_ Andrea Hall 6.7.2022_updated _ Sebastian	Cover Memo	8/20/2022
Proclamation AAC Rachelle 6.14.22 Reeves	Cover Memo	8/20/2022
Proclamation - Terry A Collier (Reeves 6.17.22)	Cover Memo	8/20/2022
Proclamation - Bettye Ann Peters_ GUMBS 6.21.22	Cover Memo	8/20/2022
Proclamation - Helen Zenobia Fletcher Scroggins 6.27.2022	Cover Memo	8/20/2022
Proclamation Rachel Marie Field (Gumbs 7.1.22)	Cover Memo	8/20/2022
Proclamation - Katherine McNair 7.9.22	Cover Memo	8/20/2022
Proclamation -Rowell Lionel Bernard Foster 7.9.22	Cover Memo	8/20/2022
PROCLAMATION -Josephus Young 7.25.22 Rowell Willis	Cover Memo	8/20/2022

Proclamation - Kerferd Leon Foster, Sr. (Willis 7.29.22)	Cover Memo	8/20/2022
Shema Fulton Proclamation 7.29.2022	Cover Memo	8/20/2022
Proclamation_Zion Hill Baptist Church, _khalid 8.2.2022	Cover Memo	8/20/2022
Proclamation - Georgia Spartans (Willis 8.3.22)	Cover Memo	8/20/2022
Proclamation - Daphne Jordan (Willis 8.4.22)	Cover Memo	8/20/2022
Proclamation - Jasper Williams (Rowell) 8.11.2022	Cover Memo	8/20/2022
Proclamation_Ray Mills , _khalid 8.15.2022	Cover Memo	8/20/2022
Proclamation_Healing Community Center, _khalid 8.16.2022	Cover Memo	8/20/2022
Proclamation - Charlie Key, Jr. (Rowell 8.17.22)	Cover Memo	8/20/2022

City of South Fulton

WHEREAS, Anthony Wayne Holder, a native of Indianapolis, Indiana, was born on April 3, 1965 to Mattie B. Owsley and the late Clarence Leroy Holder Sr. in Huntingdon, Tennessee; and

WHEREAS, upon completion of high school in 1983, Mr. Holder enlisted in the United States Army where he served faithfully for twenty-six years. Mr. Holder was the embodiment of intelligence and honor which afforded him the privilege of serving at the Pentagon, at The Atlanta Airport as the Personnel Assistant Point Rest and Relaxation Officer and as a Certified Instructor; and

WHEREAS, upon receiving his honorable discharge from the United States Army, Mr. Holder went on to further his education and earned a bachelor's degree from Atlanta Christian College and Point University. Mr. Holder also enjoyed a distinguished career at American Airlines; and

WHEREAS, Mr. Holder has always been a man of faith and followed the calling to the ministry, first as a minister-in-training at Mount Zion Baptist Church and ultimately completing his training and being ordained in 2000 as a minister at World Covenant Christian Church under the leadership of Pastor Reginald Ezell. At World Covenant Christian Church, Mr. Holder spent countless hours ministering to and helping others by serving as the Chairman of the Board, Chairman of the Men's Ministry and Chairman of the Hospitality Committee; and

WHEREAS, Mr. Holder not only loved his church and his family, he possessed another passion which was riding his motorcycle that yielded many lifelong friendships and the joy of being one with the road. Mr. Holder's group of independent motorcycle riders was called the "BBB" affectionally known as "Biker Babes and Beaus." Mr. Holder would also join the Buffalo Soldiers Motorcycle Club which he remained an active member until his illness prevented him from riding; and

WHEREAS, the City of South Fulton is honored to commemorate the life and legacy of Anthony Wayne Holder. He will always be remembered as one who loved the Lord, cherished his family, and served his country and community. Mr. Holder was a faithful husband to his wife, Naomi, and a doting father to his beloved children through both blood and marriage, Zoey Savori, Destiney Holder, Danielle Boyd Cotton, Lakesia Atkinson Bivens and Vincent Searcy.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton acknowledges the gifts and graces of Mr. Holder, appreciates his steadfastness in the area of ministry, shares in the celebration of his life and legacy, and does hereby proclaim Wednesday, May 25, 2022, as **ANTHONY WAYNE HOLDER APPRECIATION DAY** in the City of South Fulton.

Councilwoman Catherine Foster Rowell, Ph.D., District 1

City of South Fulton

WHEREAS, The City of South Fulton is pleased to recognize the ALTA (Athletes Learning to Achieve) Blazzin' Basketball Program for providing opportunities to boys between 11 and 17 years of age to improve their basketball skills and learn life skills such as sportsmanship, discipline, cooperation, competition, self-confidence, and teamwork by participating in highly competitive basketball tournaments throughout Georgia; and

WHEREAS, ALTA Blazzin' Basketball Program is a non-profit youth organization staffed entirely by volunteers with a vision for boys of similar ages yet with dissimilar abilities that all have a desire to learn and play the game of basketball at a competitive level and have the heart to serve the community: and

WHEREAS, The ALTA Blazzin' Basketball Program leads athletes in a positive direction through skill-development sessions, competitive and college-exposure tournaments, individual and small-group training, college recruiting assistance, nutrition, and strength education and development, essential life skill training and education; and

WHEREAS, ALTA Blazzin' Basketball Program emphasizes the importance of education and promotes athletes' development of confidence, self-esteem, and leadership in an atmosphere in which coaches push participants to excel collegiately, and more importantly in the game of life,

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council members of the City of South Fulton and on behalf of the residents that reside in the city, do hereby proclaim and honor ALTA (Athletes Learning to Achieve) on this 4th day of June 2022 for promoting athletic and character development through basketball and for helping student-athletes to become successful throughout their lives.

Councilman Corey A. Reeves, District 5

City of South Fulton

WHEREAS, Ann Doris Hylick Small, the youngest of thirteen siblings, was born on her family's farm in Terrell County, Dawson, Georgia to her loving parents, James and Annie Belle Laster Hylick; and

WHEREAS, Mrs. Small graduated from George Washington Carver High School and matriculated at the renowned Fort Valley State College where she earned her Bachelor of Science degree in Communication and Arts. While at Fort Valley, Mrs. Small was selected as "Miss Peachite"; and

WHEREAS, Fort Valley State College is known for training great educators, Mrs. Small leveraged her degree and began her career in education as a Language Arts teacher at Lee County Training School in Leesburg, GA and subsequently Monroe High school in Albany, GA; and

WHEREAS, Mrs. Small moved to Atlanta, GA in 1962 where she taught at Central High School and Booker T. Washington High School before earning a Master of Science degree in Library Science from Atlanta University in 1970. Mrs. Small concluded her 40 plus years in education upon retirement as a school librarian in the Atlanta Public Schools System in 1995 after serving at Frederick Douglass High School, Joseph E. Brown High School, Ralph J. Bunche Middle School and Walter L. Parks Middle School; and

WHEREAS, Mrs. Small, a world-traveler having visited Europe, Mexico, Jamaica, Brazil, Canada, has resided in the South Fulton area for over 15 years and is a faithful member of First Baptist of East Point Church where she serves on the Usher Board, Communion Committee, Finance Committee, and Chair of the Pastor's Evaluation Committee; and

WHEREAS, Mrs. Small is a proud Silver Star, Life Member of the first intercollegiate sorority for African-American women, Alpha Kappa Alpha Sorority, Inc. Having pledged in 1975, Mrs. Small is an active member of the Kappa Omega Chapter**,** seated in Atlanta, GA where she serves on the Telephone Committee, Building Committee, Ivy Beyond the Wall Committee, Target II Committee and Walking Committee.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton is honored to acknowledge the many lifelong accomplishments of Ann Doris Hylick Small and does hereby proclaim Monday, June 6, 2022, as **ANN DORIS HYLICK SMALL APPRECIATION DAY** in the City of South Fulton.

Councilwoman Catherine Foster Rowell, Ph.D., District 1

City of South Fulton

“DEJA TYARRA MCCRARY MEMORIAL DAY”

WHEREAS, our Sister Deja Tyarra McCrary, beloved mother, daughter, granddaughter, sister, niece, cousin, and friend, born to Lorne McCrary and Shameka Iraldo, has always been a star and stalwart in not only our local South Fulton Community, but the broader collective.

WHEREAS, Deja Tyarra McCrary, indomitable in life and love, who lived her life to an ebullient fevered pitch, was a person of boundless energy and charisma, and a lover of fashion, dancing, cheering, always exemplifying the idea of individualized artful expression and altruism epitomized by those who loved her most.

WHEREAS, Deja Tyarra McCrary, a graduate of Elizabeth Andrews High School, although following her unconquerable spirit of individuality into entrepreneurship, worked studiously as she pursued dentistry, perfectly reflecting her balanced approach to individuality and pragmatism.

WHEREAS, Deja Tyarra McCrary was a loving mother, doting endlessly on her daughter Wynter Jackson, and she was also a daughter, loved deeply by her mother Shameka Iraldo. For Deja McCrary, the entire planet revolved around these two, with whom she has shared so much.

WHEREAS, Deja Tyarra McCrary is survived by daughter, mother, her father Lorne McCrary, stepfather Paul Iraldo, and grandparents Mr. and Mrs. Crocker and Mr. and Mrs. McCrary, and her sister Armana, as well as many, many other beloved family and friends.

Now, therefore be it resolved, That the Mayor and City Council of the City of South Fulton do hereby proclaim Tuesday February 7th, 2023, as **“DEJA TYARRA MCCRARY MEMORIAL DAY”** in the City of South Fulton, Georgia.

Mayor khalid

Hon. Mayor khalid

City of South Fulton

WHEREAS, Andrea M. Hall, a native of Albany, Georgia, has exemplified throughout her professional career the attributes of hard work, perseverance, dedication, and ground-breaking determination; and

WHEREAS, Andrea M. Hall has been a trailblazer throughout her career in the fire service. First, by becoming one of the first African American female firefighters for the City of Albany, Georgia, in 1993. She achieved another first by being promoted as the first African American female Fire Captain for the Fulton County Fire Department in 2004 and hired by the City of South Fulton Fire Department in 2018 as a Fire Captain; and

WHEREAS, Captain Hall has demonstrated outstanding leadership, impeccable professionalism, and an exemplary record of technical and administrative proficiency over her 29-year career in the fire service. Further, Captain Hall's leadership has been recognized and affirmed by her election as the President of the International Association of Firefighters (IAFF), Local 3920; and

WHEREAS, President Hall had the outstanding honor of being selected from over 1.3 million firefighters across the nation to participate on January 20, 2021, in the 59th Presidential Inauguration of the 46th President of the United States of America, the Honorable Joseph R. Biden, Jr.; and the 49th Vice President of the United States of America, the Honorable Kamala D. Harris; and

WHEREAS, President Hall led the effort to negotiate the first collective bargaining agreement in the history of the State of Georgia between a city and a firefighter's union, as well as the first collective bargaining agreement between the City of South Fulton and any organized group of employees.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the City Council honor and acknowledge President Andrea M. Hall for her service to the City of South Fulton as a Fire Captain, her outstanding leadership of IAFF Local 3920, and her historic efforts to represent organized labor, and does hereby proclaim Thursday, June 9, 2022, as "**PRESIDENT ANDREA M. HALL APPRECIATION DAY**" in the City of South Fulton, Georgia.

Jaceey Sebastian, Councilman, District 4

City of South Fulton

WHEREAS, Rachelle Jamerson Holmes is a woman of faith, intentionally living life on purpose authentically. A wife, daughter, sister, aunt, servant leader, and philanthropist that loves to dance, travel the world, experience new cultures, and enjoy great food & music. Her mantra is "Show Up for Your Life. You're worth it!"

WHEREAS, Mrs. Jamerson Holmes is a graduate of Winthrop University with a B.A. Degree in Fashion Design & Merchandising. Rachelle is an entrepreneur, fashion and interior designer, and motivational speaker. Her talents and business savvy have been recognized by the U.S. Department of Commerce, which named her the National Minority Female Entrepreneur of the Year in 1999, as recorded in the Congressional Record by Congressman James E. Clyburn.

In addition, Mrs. Jamerson Holmes is honored to be recognized as the South Carolina Small Business Administration Rural Small Business Person of the Year. Rachelle is the past Advisory Board Chair of the South Carolina Small Business Development Centers. Rachelle's Island Tea was the award-winning featured beverage for the 2020 presidential candidates at Jim Clyburn's World-Famous Fish Fry.

WHEREAS, Mrs. Jamerson Holmes desire to empower, equip, and educate women culminated in 2018 when Rachelle co-founded the EmpowerHer Chapter of the American Business Women's Association. Under her visionary leadership as President, earned the Level 1 Best Practice in League Management for two consecutive years and garnered the prestigious Brilliance Unleashed Award for the Top 10 chapters in ABWA within its first 3 years.

WHEREAS, Mrs. Jamerson Holmes serves on the Board of Directors for the Girl Scouts of Eastern South Carolina and is past campaign chair of the United Way of the Midlands. Rachelle also volunteers with Habitat for Humanity and the Samaritan House Homeless Shelter.

NOW, THEREFORE, BE IT RESOLVED, that Councilman Corey A. Reeves acknowledges Rachelle Jamerson Holmes for leading by example and appreciate the impact she has made in so many lives in the Atlanta Area Council of the American Business Women's Association as the 2021-2022 District 1 Vice President and do hereby proclaim in the City of South Fulton this Saturday, July 23, 2022.

Mayor Pro Tem Corey A. Reeves, Councilman, District 5

City of South Fulton

WHEREAS, Terry A. Collier was one of 11 children, born on September 26, 1953, in Swainsboro, GA to the late Christena Wright and John Collier. Upon meeting Oriental Cherry Collier in Los Angeles, CA they instantly began building their family together. His lasting family legacy being teaching the importance of integrity to his children and grandchildren; and

WHEREAS, after developing a passion for running at a young age he attended Cerritos College in Cerritos, CA where Mr. Collier studied business. While studying business, he took Advanced Running courses at UCLA. In the early 80's, he had a passion for running marathons and partnered with Florence Griffin-Joyner "Flo-Jo" to organize a 5K-10K that raised funds for The Children's Hospital in Orange County, CA. In the 1990's, he organized the Jimmy Stewart Relay Marathon that raised over $250,000 for St. Johns Child Study Center. In addition to being an Executive Race Director and Legacy Runner of the Los Angeles Marathon during which over 45,000 runners participated, he was chosen to carry the Olympic Torch in 1996 for the Atlanta Summer Games; and

WHEREAS, 2005-2009, Mr. Collier was employed to create Las Vegas' first ever marathon a race that would be remembered throughout history for closing the world-famous Las Vegas Strip to support 20,000 runners. In 2013, he developed the "MLK 5K" in partnership with UNCC. In 2014, he became President of this organization. In 2018, the Inaugural "Race for the Dream" became Atlanta's first black marathon; and

WHEREAS, Mr. Collier worked 30 years in the grocery industry from Los Angeles to Atlanta at Vons, Harris Teeter, Wayfield Foods, and Sprouts. He retired from the grocery industry to focus on needs of the community business owners and residents to ensure they were thriving along the infamous MLK corridor; and

WHEREAS, As a member of The Martin Luther King Jr. Drive Merchant Association (MLKJDMA), Mr. Collier made many advances in community development. He partnered with Invest Atlanta providing grant opportunities to bring relief and sustainability to established business owners along the MLK Corridor and was instrumental with the development of iVillage at the H E Holmes MARTA Station. He adopted a spot on the MLK corridor to promote cleanliness and was recognized by the City of Atlanta Department of Public Works for his efforts. On June 23, 2018, he led the charge partnering with New City U.S. to host a community awareness event on the state of affairs with the NAACP; and

WHEREAS, to help eliminate homelessness, Mr. Collier partnered with the Metro Atlanta Task Force for the Homeless in 2018 for "Stomp Out Homeless Challenge" bringing awareness about the needs of the homeless population. He was also known for continuing the late Councilman C T Martin's "Fish Fry at Hightower Manor" for the senior residents annually for many years to provide food and good spirits. During the holidays, he partnered with the Fulton County DA's Office to have a food and toy giveaways for the community; and

WHEREAS, on Thursday, June 9, 2022, God said, "well done, my good and faithful servant," and called Terry from labor to reward at the tender age of 68. He will always be remembered as one who made substantial contributions to College Park and the City of South Fulton community**.**

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council commend and recognizes the contributions of Mr. Terry A. Collier and the impact he has made in so many lives, extends condolences to family and friends in celebration of a life well-lived, and do hereby proclaim, Monday, September 26, 2022, as **TERRY A. COLLIER DAY** in the City of South Fulton, Georgia.

Mayor Pro Tem Corey A. Reeves, Councilman, District 5

City of South Fulton

Bettye Ann Peters
Lifelong South Fulton Resident

WHEREAS, Bettye Ann Peters along with her husband, the late William M. Peters were founding members of Greater New Light Baptist Church in Southwest Atlanta; and

WHEREAS, she has served diligently for over 50 years and she continues to actively serve on the Mother's board; and

WHEREAS, in her early years she was known throughout the Adamsville community for the beautiful gowns, suits and other attire that she created as a master seamstress. Also, she was well known for her succulent desserts, pies, and wedding cakes; and

WHEREAS, most of her work life centered around roles that allowed her to support the members of her family and community; and

WHEREAS, Bettye and her beloved husband, William relocated from metro Atlanta to South Fulton nearly 50 years ago; and

WHEREAS, Bettye heavily supported her husband when he started *Reliable Realty*, one of the few African American owned real estate companies in the city; and

WHEREAS, together they helped countless African Americans to realize the dream of home ownership with a great number of whom still own homes in the South Fulton area; and

WHEREAS, she was also a director of a daycare center and a substitute teacher. However, her true passion came as a MARTA bus operator. It allowed her to be out and about in the city she loves so dearly and to meet a plethora of fun and unique people; and

WHEREAS, an avid traveler, one of her favorite places to travel is to Africa having visited multiple times. Last year, she spent her 89th birthday in Las Vegas enjoying one of her many hobbies; and

WHEREAS, Bettye Ann Peters will be celebrating her 90th birthday on June 22nd, 2022.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the City Council of the City of South Fulton recognizes the contributions of one of our beloved residents as she celebrates her 90th Birthday, and hereby proclaim Saturday, June 25th, 2022 as **"Bettye Ann Peters Appreciation Day"** in the City of South Fulton, Georgia.

Councilwoman Carmalitha L. Gumbs, MBA, MHA, District 2

City of South Fulton

WHEREAS, Helen Zenobia Fletcher Scroggins, the only child of the Fletcher household, was born on April 15, 1948 in Savannah, Georgia to her loving parents, Edward Vasal Fletcher and Helen Lee Brown; and

WHEREAS, Helen continued the family tradition of excellence in education upon her graduation from St. Pius Catholic High School in 1966 and matriculated at Savannah State University, earning a degree in teacher education with a concentration in math. Helen further continued her education at Cambridge College, receiving two advanced degrees in education; and

WHEREAS, Helen followed in her parents' footsteps and embarked upon a 30-year career in education and taught math, science, and other courses at Pearl E. Smith Elementary School, Effingham County Middle School, Bartlett Middle School, Port Wentworth Elementary School, and Scott Middle School. Helen left a lasting impression and legacy upon her students with many recalling her as caring, strong, firm, funny, compassionate, and loving; and

WHEREAS, Helen was raised in a Christian home and was a lifelong member of St. Mathew's Episcopal Church in Savannah, GA where she was baptized and confirmed. Not only did Helen love her church and her family, she also enjoyed fellowshipping as a member of the St. Pius Alumni Association, the Savannah State Alumni Association, and the Red Hatters Club; and

WHEREAS, the City of South Fulton is honored to commemorate the life and legacy of Helen Zenobia Fletcher Scroggins who entered her heavenly home on Thursday, June 23, 2022. Helen was a faithful wife to her husband of forty years, Herbert Scroggins Sr. and a loving mother to her faithful and beloved children, Councilwoman Helen Zenobia Lewis Willis, Eva Lewis Washington and Herbert Scroggins Jr.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton acknowledges the gifts and graces of Helen, her commitment to education, her family and church, shares in the celebration of her life and legacy, and does hereby proclaim Wednesday, June 29, 2022, as **HELEN ZENOBIA FLETCHER SCROGGINS APPRECIATION DAY** in the City of South Fulton.

Mayor Pro Tem Corey A. Reeves
District 5

Councilwoman Catherine Rowell
District 1

Councilwoman Carmalitha Gumbs
District 2

Councilwoman Helen Zenobia Willis
District 3

Councilman Jaceey Sebastian
District 4

Councilwoman Natasha Williams
District 6

City of South Fulton

WHEREAS, Rachel “Marie” Fields is a native of Charleston, SC, where she completed high school at Burke High School; and

WHEREAS, affectionately called “*Marie*”, she is the wife of the late James “Huck” Fields Sr. and the mother of 2 children, Loretta Fields-Johnson, and the late James “Scoop” Fields. Marie has 4 grandchildren and 14 great children; and

WHEREAS, she started her career as an LPN in the late 1960s, where she was able to cultivate her passion for helping others; and

WHEREAS, she would later go on to complete her certificate in Nursing at Trident Technical College to become a registered nurse; and

WHEREAS, Marie has continued her commitment to the community and youth empowerment serving as a Booster Band Club Advisor, a Girls Scout Leader, Mary B. Thomas Youth Head Mother, and much more. She is a member of Henrietta B. White Temple #1342, I.B. P.O.E.W; Boaz #366, for more than 30 years; and

WHEREAS, her work did not stop there as her house was always open, where she assisted with raising more than 50 children: and

WHEREAS, Marie was diagnosed with breast cancer in 1974 and after completing treatment, she was given only 10 years to live; and

WHEREAS, in 1999, she came out of remission and completed treatment again and was told that she would only have 5 years; and

WHEREAS, Marie is a prayer warrior and knew the only doctor that could have control over her life is GOD! Currently, she is the longest-living breast cancer survivor in the low country with 48 years and counting; and

WHEREAS, Marie is living her life on God’s unwaveringly faith and love. She lives by the quote “Life is hard but fair”; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the City Council of the City of South Fulton recognizes the contributions of one of our beloved residents as she celebrates her 80th Birthday, and hereby proclaim Sunday, **July 3rd, 2022**, as **“Rachel “Marie” Fields Appreciation Day”** in the City of South Fulton, Georgia.

Councilwoman Carmalitha L. Gumbs, MBA, MHA, District 2

City of South Fulton

WHEREAS, Katharine Edwards McNair is the continuation of the history and legacy of influential people. Born in Fort Valley, Georgia on February 27, 1933. She is a graduate of H.A. Hunt High School 1950, in 1949 she was crowned May Queen and attended Fort Valley State College in 1951. She married the love of her life Henry McNair Jr. on Tuesday, October 25, 1955.

WHEREAS, She is a proud mother of four (4) children, but she had the faith that has sustained her through the loss of three (3) children. Kevin McNair (2013), Kerry McNair (1988), Janet McNair (2019), and Jona Brown remain here to ensure our legacy continues until we meet in heaven.. As a military wife, she was a stay-at-home mom until her children started school. Once her husband Henry retired from the United States Air Force, she received a supporting Air Force Wife Certificate. She was blessed to have traveled with her family to 12 countries and 26 states most during the "Jim Crow "era; and

WHEREAS, She was a faithful member of Mount Hermon African Methodist Episcopal Church, historian, curator, Historical Society, Celestial Choir (choir #3), and Mary Allen Stewardess Board. On September 13, 2020, Rev. Henry E. Green Jr. honored her by naming the church museum The Katharine Edwards McNair Historical Museum of Mt. Hermon A.M.E. Church. She selected Beverly Warren to be her Co-curator. She was recognized as a Million Dollar club member when she worked for John Hancock, Insurance Company. She worked for the school board of Broward County and retired from Nieman Marcus Department Store. December 3, 2011, she joined 2000 Broward County Citizens as "Pioneer of Broward County". She along with her best girlfriend Ernestine Hankerson were advocates for Sickle Cell and is a lifetime member of the Sickle Cell Disease Association of Broward County. One of her proudest moments was on May 2, 2017, she held the bible for her brother the Honorable William "Bill" Edwards to be sworn as Mayor of South Fulton County Georgia; and

WHEREAS, She is a demonstration of the past, and inspiration for the future and she leaves the next generation to represent the unlimited possibilities. She leaves to cherish her memories: Henry McNair Jr.'s husband for 66 years. Arggie Spann (sister-in-law) William Edwards (brother) Linda Edwards (sister-in-law) Joanne Nicholson (stepsister) Jona Brown (daughter), Ray Brown (son-in-law) Pennie Harris McNair (daughter-in-law) Six grandchildren Kevin Jr., Brekke, Kory McNair, Tasmaine (Hydee) and Gigi Milledge and Dominique Brown (Shana). Five great-grandchildren: Jordan, Joshua, and Hilton McNair. Dominique LaNya Wilson and Henry Milledge. Nieces, Nephews, and Cousins: Harold Simmons (Marvia), Sherryl Fields, Daryl Simmons, and Karen McKnight. Donna Nimmons, Gerald Hankerson, Lori-Ann Spann of Fort Lauderdale, Florida. Her Georgia family: Kenneth Hardison, Johnny Jones (Quita), Barbara Gilmore (Raymond), Belinda Towles (Chris), Ellen Jones (Robert), Andrew Mathis Jr. (Colleen), Ray "smooth" Mathis (Rose), Virginia Ford (Alvin), Elisha Soloman, Fannie Renee Mathis, Andrea Mathis, Shirley Hardison. William "Billy" Edwards Jr. (Doris), Ericka Williams (Edward), Johnisha Campbell. Her God Children: Valerie Mills of Washington D.C., Annette Soloman of Ft. Washington, Maryland, The Honorable Elijah H. Williams (Debra) Harry and Bruce Williams, Diyarnna Daniels (David) of John Creek, Georgia, Quentin Dawson, Carlotta Blanch, Willie Bryant (Sophia) Karen Lockhart (Ronnie) Rev. Henry E. Green Jr. (Jennifer) and Diane Kitchen of Atlanta, Ga. Her sister-friends Ernestine Hankerson, Ola Mae Matthews, Sally and her childhood friends Elizabeth Sloan, Dorothy Thomas, and Mattie Williams and she loved her family and the members of Mt. Hermon A.M.E. Church; and

WHEREAS, the City of South Fulton is honored to commemorate the life and legacy of Helen Zenobia Fletcher Scroggins who entered her heavenly home on Thursday, June 23, 2022. Helen was a faithful wife to her husband of forty years, Herbert Scroggins Sr., and a loving mother to her faithful and beloved children, Councilwoman Helen Zenobia Lewis Willis, Eva Lewis Washington, and Herbert Scroggins Jr.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton acknowledges the gifts and graces of Katherine, her commitment to education, her family, and church, share in the celebration of her life and legacy and does hereby proclaim Wednesday, July 9, 2022, as **KATHERINE EDWARDS MCNAIR APPRECIATION DAY** in the City of South Fulton.

Mayor Pro Tem Corey A. Reeves, District 5

Councilwoman Catherine Rowell, District 1

Councilmember Carmilita Gumbs, District 2

Councilmember Helen Willis, District 3

Councilman Jaceey Sebastian, District 4

Councilwoman Natasha Williams, District 6

City of South Fulton

WHEREAS, Lionel Bernard "Bo" Foster, 76, of the City of South Fulton, Georgia, transitioned to his Heavenly home on Saturday, July 2, 2022. The Cleveland, Ohio, native was the youngest of four children born to the late Henry and Estelle Foster; and

WHEREAS, Lionel accepted the Lord, as his personal Savior at a young age and was baptized at Bethany Baptist Church where his mother, Estelle, served as a Mother of the Church. She brought many family members closer to Christ through Bethany's doors. Lionel attended Miles Standish Elementary School, Empire Junior High, and was a Glenville "Tarblooder" Class of 1965 alum, in addition to being quite popular, in his senior yearbook he was voted best built; and

WHEREAS, In 1966, Lionel was drafted into the U.S. Army, and he honorably served in Vietnam; and

WHEREAS, In 1969, Lionel married Donna King. From this union, two daughters were born, Catherine Estelle and Angela Rochelle. Bo was employed by and retired from TRW after 25 years of service. Subsequent, employment included Cleveland Metropolitan Housing Authority (CMHA) before relocating to Atlanta, Georgia to reside closer to his daughters, Candie and Angie, who proudly served as caregivers in his time of need; and

WHEREAS, Lionel loved life, lived it to its fullest, and was a joy to be around - always joking and saying things to make those in his company laugh and smile. Bo's time in Vietnam and his religious upbringing had him often say, 'It is in God's Hands." He freely spoke his mind, and his upbeat attitude easily made him the favorite uncle, brother, cousin, in-law, uncle, and friend. Bo was a great cook who learned from the best - his mom, Estelle - and viewed himself as a "pit master." He loved watching sports, and music was a member of several bowling teams and loved to host and entertain. No matter who you were, you were always welcome in his home - And, even offered a plate or two. He had a "big heart" to go along with his big personality, and would give the last of his last to friends and family alike; and

WHEREAS, Bo was preceded in death by his sister Mildred Strong, brothers Henry Jr. (Hank/Crip) and James Milton (Boot), and son Ron Christopher. He leaves a legacy of love and cherished memories to his beloved daughters, Catherine Foster-Rowell, Ph.D., Angela Jackson (Gene), Bridgette and Sheryl; granddaughters, Taylor Jackson, and Paige Rowell and Autumn, nieces Diane Foster, Aletha Jones (Bobby), and Valda Strong-Glenn (Micah), along with a host of cousins, great-nephews, a great-niece, and a host of life-long, treasured friends – Luke Davis, Bruce Cleveland, James Collins, Roderick Hirsch, Garfield Tucker, Vincent Griffin, and Marcia Love - his beloved Glenville and North Blvd. family, who helped drive the priceless memories we will treasure for a lifetime; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of South Fulton acknowledges the gifts and graces of Lionel, his commitment to his family, and country, share in the celebration of his life and legacy and does hereby proclaim **Wednesday, July 13, 2022**, as **LIONEL BERNARD "BO" FOSTER APPRECIATION DAY** in the City of South Fulton.

Mayor Pro Tem Corey A. Reeves, District 5

Councilwoman Catherine Rowell, District 1

Councilmember Carmalitha Gumbs, District 2

Councilmember Helen Willis, District 3

Councilman Jaceey Sebastian, District 4

Councilwoman Natasha Williams, District 6

City of South Fulton

WHEREAS, Josephus Young, Sr. was born August 18, 1947, in Beaufort, South Carolina; and

WHEREAS, Mr. Young moved to Atlanta, Georgia in 1970 and initially settled in the Ben Hill Community and for the past 27 years has been a resident of the Red Oak Community; and

WHEREAS, Mr. Young demonstrated great commitment and a passion for entrepreneurship by furthering his education and becoming a licensed HVAC Technician in the early 1980s; and

WHEREAS, Mr. Young flourished in the heating and air industry and has successfully owned and operated Young Heating and Air for the past 35 years. Additionally, Mr. Young has a thriving real estate portfolio and for nearly 20 years has offered affordable rental housing to Fulton and Clayton County residents; and

WHEREAS, Mr. Young served for more than 20 years at Atlanta Hartsfield-Jackson Airport, worked at Atlanta Public Schools, and ultimately retired from Fulton County Schools in 2012 after more than a combined 20 years at these metro Atlanta school districts; and

WHEREAS, Mr. Young has made an impactful contribution to the lives of many youth in the City of South Fulton by serving as a former little league baseball coach at Welcome All Park and Sandtown Park; and

WHEREAS, Mr. Young cherishes his family and was a faithful husband to his late wife, Brenda for 35 years and is the proud father of his three children, Angel, Karen, and Josephus Jr.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton acknowledges the numerous contributions of Mr. Young to the South Fulton Community, honors and celebrates Mr. Young on the celebration of his 75th Birthday, and does hereby proclaim Friday, July 29, 2022, as **JOSEPHUS YOUNG, SR. APPRECIATION DAY** in the City of South Fulton.

Councilwoman Helen Z. Willis, District 3

Councilwoman Catherine Foster Rowell, Ph.D., District 1

City of South Fulton

WHEREAS, Kerferd Leon Foster, Sr. was born February 5, 1962, in Atlanta, GA to Parry Lee and the late Harold Foster; and

WHEREAS, Kerferd or "Kirk" as called by family and friends, grew up nurturing a love for sports where he eventually focused his talents on basketball. While also excelling academically, he was an integral part of highly ranked Douglass High School teams that played for State Championships in the 1980's. His basketball and academic performance led to him being offered a full scholarship to Saint Louis University. Kirk eventually transferred back home to Georgia State University where he continued playing basketball; and

WHEREAS, upon completion of college, Kirk enlisted in the United States Army where he served faithfully for four years primarily stationed at Ft. Bragg, North Carolina. Kirk's athleticism and intelligence led to his advanced training as a Paratrooper; and

WHEREAS, upon receiving his honorable discharge from the United States Army, Kirk developed a passion and acumen in the logistics industry. For the next 30 years, Kirk owned several trucking companies where he focused on multiple freight lines. Kirk's time in the logistics business was instrumental in three of his children also having business interests in trucking (Lerone, Kiayanna, and Keeven); and

WHEREAS, the City of South Fulton is honored to commemorate the life and legacy of Kerferd "Kirk" Leon Foster, Sr. He will always be remembered as one who was blessed academically and athletically, cherished his family, and served his country and community. Kirk was a faithful husband to his wife, Rosalyn, a loving brother to his sister, Keona (Foster) Jones-Green and a doting father to his beloved children, Lerone Kirsten, Kiayanna Lee Ann, Kerferd Leon, Jr., Keeven Quindarius, and Kristal Marie.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton acknowledges the gifts and graces of Kirk, appreciates his steadfastness in the areas of academics, athletics and logistics, shares in the celebration of his life and legacy, and does hereby proclaim Saturday, July 29, 2022, as **KERFERD "KIRK" LEON FOSTER, SR. APPRECIATION DAY** in the City of South Fulton.

Councilwoman Hellen Willis, District 3

City of South Fulton

Shema Fulton
Atlanta's Premier Restauranteur

WHEREAS, *Shema Fulton*, a native from Philadelphia, with her love for food decided to start her career presenting excellent restaurant experiences in the City of Brotherly Love before migrating to the Dirty South and making her mark in Atlanta; and

WHEREAS, as her brilliant love affair with food and culture in Atlanta blossomed, she has been able to create a space for ambitious women of color with the goal of building in the restaurant industry; and

WHEREAS Shema's keen eye for bold colors, trendy and flirty restaurant designs has been instrumental in her growth and sustainability of her brand, creating memorable experiences for many; and

WHEREAS, Shema's successful 17 years of great service has led to the opening of the Pearl Lounge in 2005, Baltimore Crab and Seafood in 2012, Puff and Pearls in 2017, Bella in 2018, and Garden Parc in 2019; and

WHEREAS, she has single handedly created amazing unforgettable experiences and memories for many people who have a love affair with fine dining, brunching with friends, and those who love trendy, chic spots; and

WHEREAS the City of South Fulton is thrilled to share in this significant milestone with Shema, as two of her beautiful restaurants are housed in our city. We will continue to support her and looking forward to her continued success; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the City Council of the City of South Fulton recognizes the contributions of one of Atlanta's premier restaurateurs, Shema Fulton, as she celebrates 17 years of great service, along with a significant birthday and hereby proclaim Friday, July 29th, 2022, as **"SHEMA'S WORLD APPRECAITION DAY"** in the City of South Fulton, Georgia.

Councilwoman Carmalitha L. Gumbs, MBA, MHA, District 2

City of South Fulton

WHEREAS, the City of South Fulton, Georgia, seeks to acknowledge the indomitable Zion Hill Baptist Church, as a stalwart and fixture in our South Fulton Community, and the broader collective; and

WHEREAS, Zion Hill Baptist Church, begun in 1872, by 7 freed slaves, led by Reverend Robert Grant, founded a ministry that would touch lives for countless generations to come; and

WHEREAS, Zion Hill Baptist Church, who's humble beginnings in a brush arbor at the corner of Glenn and Humphreys' Street in Atlanta, Georgia, grew into larger church homes, a radio program, a scholarship program, and one of the foremost congregations in Atlanta, now with a 20-million-dollar budget, and a 40-acre plot, in the City of South Fulton; and

WHEREAS, the City of South Fulton celebrates this church formed by freed slaves that continues to be "Black on Purpose," as evidenced by its list of ministries, including but not limited to: The First Women Deacons, SIS Women's Ministry, Youth League for Christ, C.A.R.E. Couples Ministry, The African Initiative, Entrepreneurship Ministry, the Mighty Men of Zion, the list goes on to include more than 35 outreach ministries, all designed with one thing in mind: to empower the dispossessed, the marginalized, and those who are on the downside of advantage; and

WHEREAS, Mayor khalid and City of South Fulton is proud to partake in the 150-year anniversary in recognition of the founding of this mighty rock aptly named Zion Hill Baptist Church, and for its continued spiritual and physical growth, and for the furthered sight of Pastor Aaron L. Parker, who for the past 28 years has been governed by the motto "Living to Love, and Loving to Serve."

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton do hereby proclaim August 21st, 2022 as "**ZION HILL BAPTIST CHURCH APPRECIATION DAY"** in the City of South Fulton, Georgia.

Mayor khalid

Hon. Mayor khalid

City of South Fulton

In Honor of "Georgia Spartans"

WHEREAS, The Georgia Spartans, a men's and women semi-pro basketball team, was founded in 2011 by Jerell Shearin and has been recognized for their tremendous accomplishments and success in serving the community; and

WHEREAS, The mission of the Georgia Spartans is to allow local and non-local players the opportunity to display their skills through basketball development programs and give aspiring basketball players an opportunity to play at a professionally competitive level with the United Men's Basketball League (UMBL) and United Basketball Association (UBA); as well as the possibility to advance their career to the National Basketball Association (NBA) or International Basketball League; and

WHEREAS, The Spartans play in the UMBL and UBA where they are the three-time undefeated champions of the UMBL and UBA; and

WHEREAS, The Georgia Spartans take leadership roles in the community by giving men and women of all ages a positive outlook on life through the game of basketball and a mentoring program for young men that teaches community service thru health and wellness and supports events such as the Spartans' 5th Annual Fitness Challenge; and

WHEREAS, The 5th Annual Fulton Fitness Challenge is inspired by the Spartans' founder, Jerell Shearin, whose parents are cancer survivors and will be held on Saturday, August 6th , 2022 at Welcome All Park, located in the City of South Fulton. Attendees will have access to health information, education, and onsite health evaluations.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton congratulates Jerrell Shearin and the Georgia Spartans and does hereby proclaim Saturday, August 6, 2022, as **GEORGIA SPARTANS APPRECIATION DAY** in the City of South Fulton Georgia.

Councilwoman Hellen Willis, District 3

City of South Fulton

WHEREAS, Daphne Jordan, a native of Atlanta, Georgia, has made an indelible impact on her family and the community. Daphne is married to Walter Jordan, Jr. and has two sons; and

WHEREAS, Daphne earned a Business Administration degree from Capella University where she received Cum Laude honors. Daphne is also a proud member of Alpha Kappa Alpha Sorority, Inc. – Chi Tau Omega chapter; and

WHEREAS, Daphne has cultivated her passion for empowering women to remain safe in the South Fulton Community and protect themselves. Daphne, a community activist for women's safety, is the owner of Packing Pretty Firearms, LLC and aspires to be the first African American female to open a gun range in Atlanta. Daphne is also the current chapter leader of the Well-Armed Women of South Atlanta Gun Club, a Certified Basic Pistol Instructor, Certified Range Safety Officer, and Certified to Teach "Refuse to Be A Victim" Classes; and

WHEREAS, in 2016, Daphne started the High Crimes at Gas Stations Initiative to alert women about "slider crimes" which in 45% of the instances of these crimes, were being committed against women. Daphne worked with the local police, community, elected officials, and started a task force that led to decreasing these crimes from 300% to 1% at gas stations in South Fulton. Due to Daphne's leadership and advocacy, a "Slider Crime" bill, HB 67, was created and passed in the Georgia General Assembly. As a result of the success of HB 67, Fulton County awarded $2.5 million dollars to help combat these crimes; and

WHEREAS, Daphne continued the momentum of the High Crimes at Gas Stations Initiative and created "Safer Communities in South Fulton," a Facebook page designed to raise awareness for residents in the South Fulton Community with more than 4,000 members inclusive of citizens, elected officials from the state and local levels as well as law enforcement. Daphne has expanded her efforts and formed a non-profit, Safer Communities in South Fulton, to further grow and develop her initiatives to help educate, inform, and give back to the community; and

WHEREAS, the City of South Fulton is honored to celebrate the accomplishments and recognitions awarded to Daphne including receiving the Fulton County District 5 Community Service of the Year Award, Citizen's Court Watcher of the Year by the Fulton County District Attorney's office, the Walker's Legacy Power Award, and the Shining Light for Justice Award from Fulton County District Attorney Fani Willis. Daphne has served on numerous community review panels and task forces for her invaluable knowledge and intelligence.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton congratulates Daphne Jordan on the occasion of her 50th Birthday Celebration and does hereby proclaim Saturday, August 6, 2022, as **DAPHNE JORDAN APPRECIATION DAY** in the City of South Fulton, Georgia.

Councilwoman Hellen Willis, District 3

City of South Fulton

WHEREAS, Jasper Williams, Jr. was born in a loving and spiritual home in Memphis, Tennessee on July 22, 1943. He was the first of four children born to the late Rev. Jasper Williams, Sr. and Alice Stewart Williams; and

WHEREAS, Pastor Williams, Jr. was led by the spirit and the strong and deep-rooted values instilled in him from his parents which led to his calling to the ministry at early age; and

WHEREAS, Pastor Williams, Jr. is a proud graduate of Morehouse College in Atlanta, Georgia where he majored in sociology with a minor in religion. Additionally, he holds two honorary Doctor of Divinity degrees – one from Miller University and the other from Temple Bible College and Seminary; and

WHEREAS, Pastor Williams, Jr. was called to preach at the age of 6 and invited to preach at Salem Baptist Church in Atlanta, Georgia on Easter Sunday, April 14, 1963 at the young age of 19. It was divinely ordained from this point forward that Pastor Williams, Jr. would call Salem Baptist Church his spiritual home and lead Salem's expansion through evangelism; and

WHEREAS, Pastor Williams, Jr. has pastored Salem Baptist Church since November 1963 and for 59 years has grown the ministry to become Salem Bible Church into "One Ministry in Two Locations." Salem Bible Church is one of the key churches in Atlanta and indeed throughout the nation, that provides spiritual nurturing and outreach services to thousands each year; and

WHEREAS, Pastor Williams, Jr. has involved Salem in several notable social action ministries: a free psychological counseling program, a children's day care center, the acquisition of property on which an additional edifice was constructed, and the development of a dual-structured, senior citizen high-rise. Grants were received totaling 5.6 million dollars for Phase I and Phase II of the Alice Williams Towers, in honor of his late mother; and

WHEREAS, Pastor Williams, Jr.'s most recent endeavor is as the founder of African American Churches Transforming Society (A.A.C.T.S.), a community-based organization envisioned to help revitalize churches, strengthen families, and rebuild communities through churches working in concert with social and governmental agencies. Pastor Williams Jr. is also the recipient of many awards and honors, among which are the Rev. C.L. Franklin Masters Award, the NAACP Award, and the Award of Excellence conferred by the Gospel Music Workshop of America.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton is honored to commemorate the tremendous lifetime achievements, benevolent altruism, commitment to social justice, and steadfastness in the area of ministry, and does hereby proclaim Sunday, August 14, 2022, as **JASPER WILLIAMS, JR. APPRECIATION DAY** in the City of South Fulton.

Councilwoman Catherine Foster Rowell, Ph.D., District 1

City of South Fulton

RAY MILLS DAY PROCLAMATION CELEBRATING ENTREPRENEURIAL EXCELLENCE IN THE CITY OF SOUTH FULTON

WHEREAS, Ray Mills is a 34-year-old entrepreneur who grew up in what is now District Six of the City of South Fulton; and

WHEREAS, after dropping out of high school, Mr. Mills went on to earn his GED, a college degree and founded The Mills Academy, a childcare development center that serves his Old National Community; and

WHEREAS, in 2014 Mr. Mills ran, together with Londrelle Hall, more than 540 miles for nearly three weeks to bring attention to the murder of Michael Brown and countless other unarmed African-Americans; and

WHEREAS, Brown's tragic incident inspired the creation of their foundation, Run for Justice to help build communities through educational programs, workshops with African-American history and arts, and youth empowerment; and

WHEREAS, Mr. Mills is the bestselling author of "Let's Start a Business" and "Positively Living"; and

WHEREAS, Ray Mills' philanthropy has touched the lives of countless youth in the South Fulton community, including his recent contribution of $8,000 to his elementary alma mater, Love T. Nolan; and

WHEREAS, Ray Mills' story of perseverance and activism serves as inspiration to the Old National community and the entire city of City of South Fulton.

NOW, THEREFORE BE IT RESOLVED I, Mayor khalid & City Council of South Fulton hereby declare Thursday, August 19, 2022 as RAY MILLS DAY in the City of South Fulton.

Mayor khalid

Hon. Mayor khalid

City of South Fulton

WHEREAS, the City of South Fulton, Georgia, seeks to acknowledge the indomitable Healing Community Center, as a stalwart and fixture in our South Fulton Community, and the broader collective; and

WHEREAS, Dr. Charles E. Moore, a physician at Grady Health System's Department of Otolaryngology, who has always had a heart for the marginalized and dispossessed, as evidenced by his work in homeless shelters, community, and faith-based organizations, and in realizing the dire need for preventative care in communities that are medically underserved, took it upon himself to be the solution to this pervasive issue; and

WHEREAS, Dr. Charles E. Moore founded the HEALing Community Center, which is a Federally Qualified Health Center, with its main site located in the City of South Fulton, provides comprehensive diagnoses and treatment for the entire family, with special interest for those who historically have had limited access to healthcare for reasons including: language and cultural barriers, intimidation of traditional healthcare institutions, limited awareness of available resources and/or fear of seeking help due to limited ability to pay; and

WHEREAS, the HEALing Community Center, is a "one stop shop," providing personal Primary Care, Pediatrics, Women's Health Services, Dental, Behavioral Health, even providing a sliding fee scale, ensuring all who are in need of assistance may receive it: in total the HEALing Community Center provides healthcare services to nearly 4000 patients each year, with approximately 36% of HEAL's patients in 2019 were uninsured, and over 80% of HEALing's patients are African American – evidence of an "ethos" that is "Black on Purpose".

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton do hereby proclaim August 22nd,2022, as **"HEALING COMMUNITY CENTER APPRECIATION DAY"** in the City of South Fulton, Georgia.

Mayor khalid

Hon. Mayor khalid

City of South Fulton

WHEREAS, Mr. Charlie Key, Jr. was born September 13, 1952, in Augusta, GA; and

WHEREAS, Mr. Key enlisted in the United States Army where he honorably served his country in the Vietnam War and continued to serve in the Army Reserve for several years after the war; and

WHEREAS, Mr. Key earned a Business Administration degree from Fort Valley State University and developed a passion and acumen in the trucking logistics industry. For over 10 years, Mr. Key was employed as an Operations Manager at McClean Trucking Company; and went on to work as an Operations and Sales Manager at Yellow Freight Trucking Company where he retired after 20 years of dedicated service. Following his retirement from Yellow Freight Company, Mr. Key began a management position with United Parcel Service (UPS) where he served for 7 years until his retirement; and

WHEREAS, Mr. Key has been a committed servant to the City of South Fulton and the South Fulton Community since 1992 and has been an active member in the Guilford Point Homeowners Association; and

WHEREAS, the City of South Fulton is honored to commemorate the occasion of the 70th Birthday for Mr. Key and celebrates with his wife of forty-four years, Dr. Jackie Hodges Key, and the entire Key Family.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of South Fulton congratulates Mr. Key on his milestone birthday and does hereby proclaim Saturday, September 10, 2022, as **CHARLIE KEY, JR. APPRECIATION DAY** in the City of South Fulton.

Catherine Foster Rowell

Councilwoman Catherine Foster Rowell, Ph.D., District 1

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of Board/Committee Appointments

DATE: August 23, 2022

SUBJECT: Request Council Approval of Board/Committee Appointments

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

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

DATE: August 23, 2022

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Butner Packet	Cover Memo	8/20/2022
Dillon Park Packet	Cover Memo	8/20/2022
Mallory Park Packet	Cover Memo	8/20/2022
Renaissance at South Park - Phase 4B	Cover Memo	8/20/2022

City of South Fulton
Agenda Item Summary

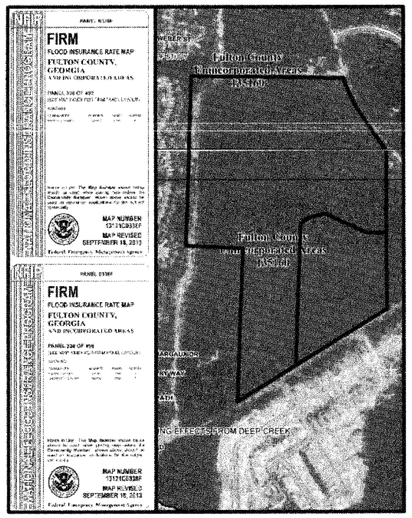
City Council Meeting Date		
Requesting Department	**Council District(s) Affected**	
Requested Action		
Requirements for Council Action (City specific Council policy, statute or code requirement)		
Summary and Background (Provide department recommendation and an executive summary of the action that gives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

THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK

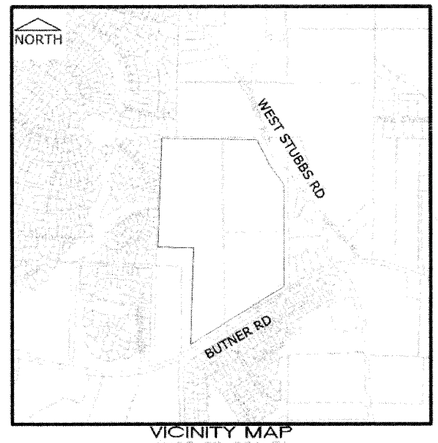
LEGEND:

RBF	REINFORCING BAR FOUND	SSE	SANITARY SEWER EASEMENT
RBS	REINFORCING BAR SET	POB	POINT OF BEGINNING
OTP	OPEN TOP PIPE	POC	POINT OF COMMENCEMENT
CTP	CRIMP TOP PIPE	PI	POINT OF INTERSECTION
SIB	SOLID IRON BAR	BSL	BUILDING SETBACK LINE
CMF	CONCRETE MONUMENT FOUND	DE	DRAINAGE EASEMENT
CL	CENTERLINE		CATCH BASIN
R/W	RIGHT-OF-WAY		UTILITY MANHOLE (SPECIFY TYPE)
LL	LAND LOT		DROP INLET
LLL	LAND LOT LINE		HEAD WALL
L	LINE		FLARED END SECTION (FES)
A	ARC	TP	TELEPHONE PEDESTAL
R	RADIUS	TB	TELEPHONE BOX
CH	CHORD	CO	SEWER CLEANOUT
C	CURVE		FIRE HYDRANT
CONC	CONCRETE	WV	WATER VALVE
	GUY POLE	WM	WATER METER
GV	GAS VALVE		WATER SEEP
GM	GAS METER		WATER SPIGOT
G	GAS MARKER		SIGN
	LAMP POLE		TRAFFIC BOX
	POWER POLE		PEDESTRIAN SIGNAL
FO	FIBER OPTIC MARKER		BOLLARD (ROUND)
ICV	IRRIGATION CONTROL VALVE		BOLLARD (SQUARE)
	MONITORING WELL	CB	CABLE BOX
PRV	PRESSURE RELEASE VALVE	℄	CENTERLINE
	PVC STUB		BORE HOLE
	POWER STUB		FENCE POST
EM	ELECTRIC METER		
	WETLAND FLAG		

CMP CORRUGATED METAL PIPE
RCP REINFORCED CONCRETE PIPE
CD CROSS DRAIN
SS SANITARY SEWER
X X FENCE
OVERHEAD UTILITY LINE(S).



ACCORDING TO THE FLOOD INSURANCE RATE MAP (F.I.R.M.) OF FULTON COUNTY, PANEL NUMBER 13121C0338F & 13121C0336F, DATED 09/17/13, A PORTION OF THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA.



VICINITY MAP
(NOT TO SCALE)

THE PURPOSE OF THIS MINOR SUBDIVISION PLAT IS TO SHOW COMBINED TAX PARCELS 14F0155 LL0579 & 14F0155 LL0538 AND THE MODIFIED EXISTING COMMON BOUNDARY LINE OF TAX PARCEL 14F0155 LL0603 AND SHOW UPDATED PARCEL OWNERSHIP.

-WATER SERVICE PROVIDED BY CITY OF ATLANTA
-WASTERWATER SERVICE PROVIDED BY FULTON COUNTY

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

Drainage

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

Flood Hazard

The Intermediate Regional Flood (I.R.F.) areas shown heron 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, nor 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 owner/s 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.

NOTE:
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.

FULTON COUNTY HEALTH DEPARTMENT

This subdivision, as shown, is approved upon the condition that sewage disposal and water supply facilities are in compliance with Chapter 34, Articles IV and XI, 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	Service Requirements - S/D Type
(✓) Type "A"	(✓) Type "A" ( ) Type "C"
( ) Type "B"	( ) Type "B" ( ) Type "D"

6/23/2022
Date — Fulton County Health Department

Revision Date — Fulton County Health Department

NOTE:
No Rental or lease of lots or houses by URVECO DOS, LLC / OTAC DEVELOPMENT and DR HORTON.

OWNER/SUBDIVIDER
PID 14F0155 LL0579
& 14F0155 LL0538:
URVECO DOS LLC
133 JOHNSON FERRY RD
STE 501
MARIETTA GA 30068

OWNER/SUBDIVIDER
PID 14F0155 LL0603:
OTAC DEVELOPMENT GROUP LLC
55 VALLEY HILL RD
STOCKBRIDGE GA 30281

TRACT ONE
ADDRESS: 7195 BUTNER RD.
ACREAGE: 67.99
ZONING: CUP

TRACT TWO
ADDRESS: 7190 BUTNER RD.
ACREAGE: 15.46
ZONING: CUP

WATER SERVICE PROVIDED BY:
CITY OF ATLANTA
72 MARIETTA STREET, NW
ATLANTA, GEORGIA 30303

WASTEWATER SERVICE PROVIDED BY:
FULTON COUNTY SEWER DEPARTMENT
141 PRYOR STREET, SW
ATLANTA, GEORGIA 30303

THE BEARING SHOWN ON THE PLAT ARE CALCULATED FROM ANGLES TURNED IN THE FIELD

CUP SETBACKS
MIN. CUP DEVELOPMENT FRONTAGE: 35 FEET
MIN. LOT FRONTAGE : 20 FEET ADJOINING A STREET
MIN. PERIMETER SETBACK - ENTIRE CUP DEVELOPMENT: AS SPECIFIED IN CONDITIONS
MIN. INTERIOR SETBACKS, SINGLE FAMILY LOTS:
MIN. FRONT YARD: AS SPECIFIED IN CONDITIONS
MIN. SIDE YARD: AS SPECIFIED IN CONDITIONS
MIN. REAR YARD: AS SPECIFIED IN CONDITIONS

ZONING CONDITIONS FOR TRACT ONE - CASE NUMBER Z2020-008 (MODIFICATION TO CONDITIONS M22-001)

1. The Subject Property shall be used for the development of no more than 132 single family detached homes at a maximum density of 2 units per acre. The site shall be developed in conformity with the site plan received by Community Development and Regulatory Affairs on July 16, 2021.
2. The minimum development standards square footages shall be as follows:
   a) 1 story units: 2,000 sq. ft.
   b) 2 story units: 2,700 sq. ft.
   -2,000 sq. ft. minimum heated floor area for single family homes
   -2,700 sq. ft. minimum heated floor area for two-story homes
   -7,475 sq. ft. minimum lot area
   -Maximum building height 40 feet
   -Minimum front yard 20 feet
   -Front yard stager shall be a minimum of 5 feet
   -Minimum rear yard 20 feet
   -Minimum side yard interior to street 10 feet
   -Minimum side yard adjacent to street 15 feet
   -Minimum building separation 20 feet
   -The minimum lot width at the building line shall be 65 feet
3. The community shall have an internal sidewalk system on both sides of the street, which connects into the public sidewalk system to be installed along Butner Road and W. Stubbs.
4. The recreational area shall include a 2,000 sq. ft. swimming pool, a minimum 1,200 sq. ft. clubhouse, and a tot lot.
5. An amenity area shall be developed prior to the recording of the final plat for the community, which amenity area shall include at a minimum a heated club house and pool. Certificates of Occupancy shall not be issued for more than 50 homes (across both phases) before the amenity area is completed.
6. A 50ft undisturbed buffer shall be maintained along Butner Road and W. Stubbs except for approved access points and approved project entrance signs.
7. No more than 1 exit/entrance shall be located on Butner Road and on W. Stubbs.
8. No lot shall be allowed direct access from Butner Road or W. Stubbs Road.
9. Each unit shall have, at a minimum, a 2-car garage, and side entry garages shall be developed on all corner lots, provided that the topography of the land doesn't make the installation of a side entry garage impractical or more costly than the installation of a front-facing garage. If more than two garages are to be built on a corner lot, only 2 of the garages are required to be side entry garages.
10. Front facing facades shall be 100% brick, provided architectural projections may be constructed of other approved exterior materials. A brick water table shall be required on the three remaining sides of each home. Other exterior facades shall consist of a combination of materials, including hardi-plank, brick, stone, stucco, fiber cementitious shingles, board, and batten,or other masonry materials, with a brick water table on all four sides of each home. The use of vinyl and aluminum siding shall be strictly prohibited (except for architectural trim, soffits, or other similar details). The elevations shall be substantially like the elevations attached hereto. The builder shall have the right to add additional elevations that is similar in style to the attached elevations. Foundations shall not be exposed.
11. All undisturbed buffers, recreational areas, and other unbuildable spaces that are not a part of a platted lot, shall be owned and maintained by a mandatory homeowner's association, whose proposed documents of incorporation shall be submitted to the Director of the Community Development Department for review and approval prior to the recording of the first final plat.
12. A subdivision monument sign shall be located at the entrance on W. Stubbs and shall be landscaped and maintained by the mandatory homeowner's association.
13. A West bound turn lane shall be installed on W. Stubbs Rd. to provide access into the subdivision.
14. A 6 ft-tall fence is to be erected to the rear of lots 40-42 and 53-58 prior to the issuance of certificates of occupancy for the referenced lots.
15. Decorative speed tables (50 ft. row) for the main thoroughfare shall be required to ensure internal access for school buses. Any alternative traffic calming devices shall be approved by the Director of Community Development at the time of Land Disturbance Permit.
16 The main subdivision street in Butner Estates shall be extended to W Stubbs Road to provide two ingress/egress points, prior to the issuance of the first Certificate of Occupancy.

Plat Book 450 Page 145
Filed and Recorded 07/08/2022 11:36:00 AM
2022-0230428
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 0515721762

ALL BEARINGS SHOWN ON PLAT REFERENCE NAD83 GEORGIA STATE PLANE, WEST ZONE AND ARE CALCULATED FROM ANGLES TURNED IN THE FIELD.

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 Fulton County, the complete ownership and use of all water and sewer improvements constructed, or to be constructed in accordance with this plat, public streets, and dedicated to the use of the public forever the following:

Public Streets	0.00	acres
Public Sewer Easements	0.00	acres
Public Drainage Easements	0.00	acres
Public Parks/Open Space	0.00	acres

Owner signature block:

URVECO DOS LLC

By: Carlos Arena

Name:

Title: Mng Member

OTAC DEVELOPMENT GROUP LLC

By: Kolvin Gano

Name: Kolvin Gano

Title:

MINOR SUBDIVISION PLAT APPROVAL

The Director of the Community Development and Regulatory Affairs Department of the city of South Fulton, Georgia, certifies that this plat complies with the City of South Fulton Zoning Resolution, Conditions of Zoning, and the City of South Fulton Subdivision Regulations as amended.

For the Director, Community Development Services — Date 6/30/22

SURVEYOR'S CERTIFICATE

"It is hereby certified that this Minor Subdivision Plat is true and correct and was prepared from an actual survey of the property, made by me or under my supervision; that all monuments shown hereon actually exist, or are marked as "Future", and their location, size, type and material is correctly shown."

Wayne A. Powers,
Surveyor's Name

Registered Georgia Land Surveyor Number 2891

GEORGIA SURVEYOR CERTIFICATION

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 Surveyors and as set forth in O.C.G.A. Section 16-6-67.

09/27/21
DATE

SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936
www.seengineering.com
LSF NO. 000913

No	ISSUED	DATE
1	ADDRESS CITY COMMENTS	02/04/22
2	ADDED SWAP DEED INFO.	05/26/22
3	EDIT ZONING CONDITIONS	06/14/22

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PLAT INFORMATION

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 50,000+ FEET AND AN ANGULAR ERROR OF 01 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN 1,187,883 FEET. AN ELECTRONIC TOTAL STATION WAS USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT IS NOT TRANSFERABLE TO ANY ADDITIONAL PERSON, PERSONS OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

MINOR SUBDIVISION PLAT OF:
BUTNER ESTATES
LOCATED IN:
LAND LOTS 155 & 156 OF THE 14FF DISTRICT,
CITY OF SOUTH FULTON,
FULTON COUNTY, GEORGIA

GEORGIA REGISTERED No. 2891 LAND SURVEYOR WAYNE A. POWERS

Project No.:	1004-21-092
Surveyed By:	SEI
Field Date:	06/15/21
Drafted By:	C CAVITT
Issue Date:	09/27/21

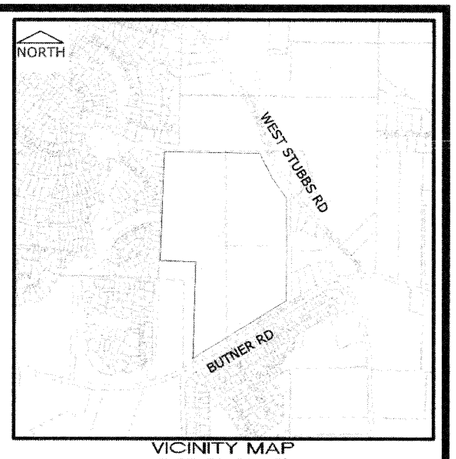
1 OF 6

FILE NAME: I:\CUSTOMERS_PROJECTS\1004 DR Horton\1004-21-092 Butner Estates (RAW)\SUR\Working\1004-21-092-MSP-2-Rev3.dwg PLOT DATE:6/22/2022 USER:ALEX ARGUELLES

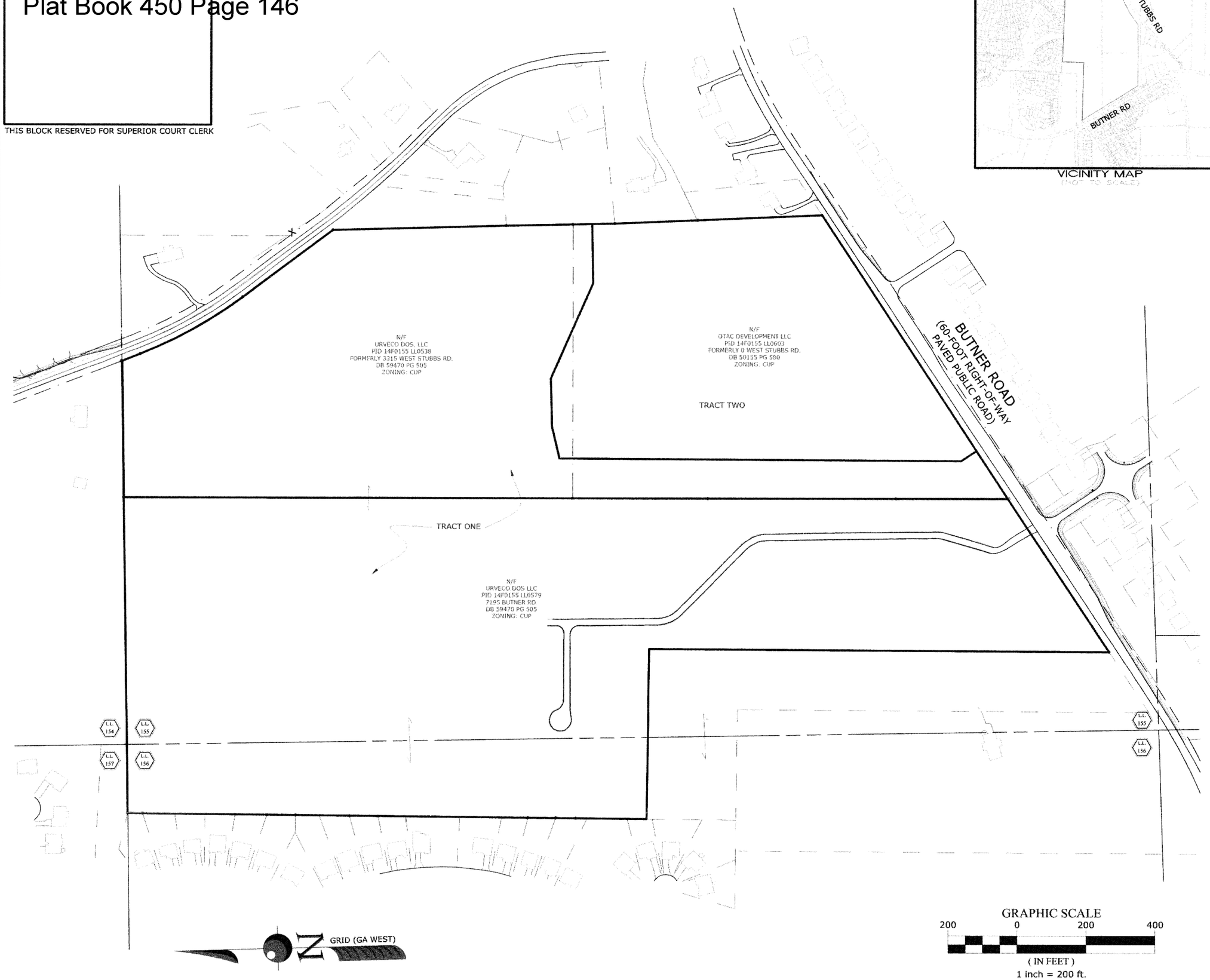
OVERALL PLAT VIEW

Plat Book 450 Page 146

THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK



VICINITY MAP
(NOT TO SCALE)



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THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSONS OR ENTITY NAMED HEREON. THERE IS NO EXPRESS OR IMPLIED TO ANY OTHER PERSON, PERSONS OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

MINOR SUBDIVISION PLAT OF:
BUTNER ESTATES

LOCATED IN:
LAND LOTS 155 & 156 OF THE 14FF DISTRICT,
CITY OF SOUTH FULTON,
FULTON COUNTY, GEORGIA

GEORGIA REGISTERED
No. 2891
WAYNE A. POWERS
LAND SURVEYOR

Project No.:	1004-21-092
Surveyed By:	SEI
Field Date:	06/15/21
Drafted By:	C CAVITT
Issue Date:	09/27/21

2 OF 6

FILE NAME: I:\CUSTOMERS_PROJECTS\1004 DR Horton\1004-21-092 Butner Estates (RAW)\SUR\Working\1004-21-092-MSP-2-Rev3.dwg PLOT DATE:6/22/2022 USER:ALEX ARGUELLES

Plat Book 450 Page 147

THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK

BLDG.

BLDG.

L.L. 157

N/F
WALDEN PARK COMMUNITY ASSOC. INC.
COMMON AREA "C"
PID 14F0157 LL4900
DB32081 PG234, PB225 PG130

APPROXIMATE LLL

GRID (GA WEST)

L.L. 154

N/F
SCHMIDT JOHN W & BETTY J
PID 14F0154 LL0174
DB56041 PG858

BLDG.

BLDG.

APPROXIMATE LLL

S89°03'37"E
200.35'

L.L. 156

L.L. 155

S89°12'25"E
718.46'

S89°12'25"E
397.51'

APPROXIMATE LLL

S19°51'41"E
56.04'

A=341.13'
R=1279.85'
CH=340.12'
S 27°33'33" E

HANSBERRY DR.
(50-FOOT RIGHT-OF-WAY)

N/F
WHITE LINDA R.
PID 14F0156 LL0438
DB33811 PG91
PB228 PG6
123

N/F
BOATEN AFUA S.
PID 14F0156 LL0446
DB42816 PG594
PB228 PG6
124

N/F
COLEMAN JENNIFER P & IMARA J
PID 14F0156 LL0453
DB34648 PG17
PB228 PG6
125

N/F
FLOYD GREGORY & BYRD FLOYD KESHEIA
PID 14F0156 LL0461
DB51317 PG113
PB228 PG6
126

N/F
BAF 3 LLC
PID 14F0156 LL0479
DB62888 PG609
PB228 PG6
127

N/F
CROPPER SHARIKA DAI CIA
PID 14F0156 LL0487
DB60131 PG513
PB228 PG6
128

BLDG.
129

N/F
BOOZER ANNETTA M
PID 14F0156 LL0503
DB40865 PG637
PB228 PG6
130

BLDG.

N/F
WILSON MARY E
BLI PID 14F0156 LL0511
DB41360 PG77
PB228 PG6
131

N/F
HOLMES CYNTHIA
PID 14F0156 LL0529
DB54685 PG595
PB228 PG6
132

N2°11'58"E
1504.43'

N/F
HATCHER ROBBERT VANCE
PID 14F0156 LL0537
DB62642 PG89
PB228 PG6
133

N/F
JONES GUY ANTONIA
PID 14F0156 LL0545
DB50791 PG620
PB228 PG8
134

20' SANITARY SEWER EASEMENT PB228 PG8

IREAU CIR.
T RIGHT-OF-WAY)

N/F
MOORE WANACCA E & JAMES CHRISTOPHER II
PID 14F0156 LL0552
DB55531 PG677
PB228 PG8
135

APPROXIMATE LLL

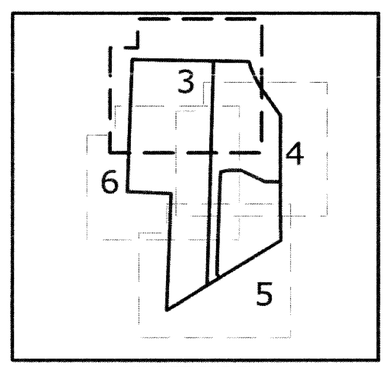
N1°39'43"E
1301.67'

TRACT ONE:
2,961,640 SQ FT
67.99 ACRES

EXISTING PROPERTY LINE

N/F
URVECO DOS, LLC
PID 14F0155 LL0579
DB59470 PG505
7195 BUTNER RD.
ZONING: CUP

GRAPHIC SCALE
100 0 100 200
(IN FEET)
1 inch = 100 ft.



SHEET INDEX

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GEORGIA REGISTERED No. 2891 LAND SURVEYOR WAYNE A. POWER

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Issue Date:	09/27/21

3 OF 6

FILE NAME: I:\CUSTOMERS_PROJECTS\1004 DR Horton\1004-21-092 Butner Estates (RAW)\SUR\Working\1004-21-092-MSP-2-Rev3.dwg PLOT DATE:6/22/2022 USER:ALEX ARGUELLES

Plat Book 450 Page 148

THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK

N1°39'43"E
1301.67'

TRACT ONE:
2,961,640 SQ FT
67.99 ACRES

EXISTING
PROPERTY LINE

N/F
URVECO DOS, LLC
PID 14F0155 LL0579
DB59470 PG505
7195 BUTNER RD.
ZONING: CUP

N/F
URVECO DOS, LLC
PID 14F0155 LL0538
DB65576 PG512
3315 WEST STUBBS RD.
ZONING: CUP

13'
9.85'
40.12'
33°33" E

WEST STUBBS ROAD
(60-FOOT RIGHT-OF-WAY)

S35°11'42"E
326.54'

S0°10'34"W
503.97'

N/F
THOMAS PATRICIA GUICE
PID 14F0155 LL0348
DB53691 PG101

SHEET INDEX

3
4
6
5

N
GRID (GA WEST)

ASPHALT ROAD

S78°24'58"W
95.42'

N89°46'39"W
140.38'

158.13'
N64°28'50"W

143.87'
N64°28'50"W

173.05'
N89°09'52"W

S1°57'23"W
38.71'

PREVIOUS
PROPERTY LINE

EXISTING
PROPERTY LINE

38'
3"W

193.55'
S0°25'03"W

55.69'
S0°19'00"W

S0°19'00"W
65.53'

239.51'
N0°41'25"W

N/F
BROWN COURTNEY R
PID 14F0155 LL0322
DB30982 PG88

N/F
TRUONG DIANE CHAU & QUINTOS
ANGELICA
PID 14F0155 LL0470
DB55591 PG66

GRAPHIC SCALE
100 0 100 200
(IN FEET)
1 inch = 100 ft.

FILE NAME: I:\CUSTOMERS_PROJECTS\1004 DR Horton\1004-21-092 Butner Estates (RAW)\SUR\Working\1004-21-092-MSP-2-Rev3.dwg PLOT DATE:6/22/2022 USER:ALEX ARGUELLES

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PLAT INFORMATION

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 50,000± FEET AND AN ANGULAR ERROR OF 01 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN 1,187,883 FEET. AN ELECTRONIC TOTAL STATION WAS USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

No	ISSUED	DATE
1	ADDRESS CITY COMMENTS	02/04/22
2	ADDED SWAP DEED INFO.	05/26/22
3	EDIT ZONING CONDITIONS	06/14/22

SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936
WWW.SEengineering.com
LSF NO. 000913

MINOR SUBDIVISION PLAT OF:

BUTNER ESTATES

LOCATED IN:
LAND LOTS 155 & 156 OF THE 14FF DISTRICT,
CITY OF SOUTH FULTON,
FULTON COUNTY, GEORGIA

GEORGIA REGISTERED No. 2891 WAYNE A. POWERS LAND SURVEYOR

Project No.:	1004-21-092
Surveyed By:	SEI
Field Date:	06/15/21
Drafted By:	C CAVITT
Issue Date:	09/27/21

4 OF 6

THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK

GRID (GA WEST)

1334.85'
N1°57'46"E

ASPHALT

ASPHALT ROAD

EXISTING
PROPERTY LINE

1262.82'
N1°39'02"E

1126.98'
S1°57'23"W

N/F
URVECO DOS, LLC
PID 14F0155 LL0579
DB59470 PG505

TRACT TWO:
673,421 SQ FT
15.46 ACRES

N/F
OTAC DEVELOPMENT GROUP LLC
PID 14F0155 LL0603
DB50155 PG580
WEST STUBBS RD.
ZONING: CUP

S0°19'00"
65.53'

239.51'
N0°41'25"W

N/F
TRUONG DIANE CHAU & QUINTOS ANGELICA
PID 14F0155 LL0470
DB55591 PG66

S0°45'22"E
362.19'

N/F
TAH 2016 BORROWER LLC
PID 14F0155 LL0521
DB62644 PG373
PB101 PG97

N58°25'23"E
819.94'

S31°34'37"E
53.45'

S58°25'16"W
58.72'

S58°25'26"W
107.61'

BUTNER ROAD
(60-FOOT RIGHT-OF-WAY)

534.06'
S58°09'08"W

SPARTA BLVD.

N/F
BOBBY G & JOYCE W ROBINSON
REVOCABLE LIVING TRUST
PID 14F0155 LL0611
DB49148 PG183

APPROXIMATE LLL

L.L. 156

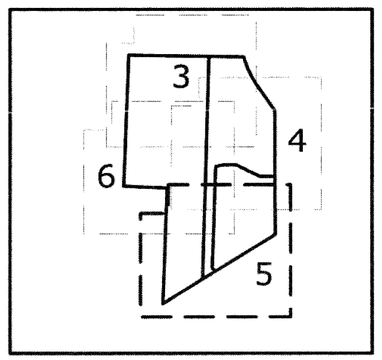
L.L. 155

BLDG.

CAMDEN MANOR
PHASE 1
PB 400 PG 145

GRAPHIC SCALE
100 0 100 200
(IN FEET)
1 inch = 100 ft.

SHEET INDEX



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No	ISSUED	DATE
1	ADDRESS CITY COMMENTS	02/04/22
2	ADDED SWAP DEED INFO.	05/26/22
3	EDIT ZONING CONDITIONS	06/14/22

SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936
www.sengineering.com
LSF NO. 000913

MINOR SUBDIVISION PLAT OF:

BUTNER ESTATES

LOCATED IN:
LAND LOTS 155 & 156 OF THE 14FF DISTRICT,
CITY OF SOUTH FULTON,
FULTON COUNTY, GEORGIA

GEORGIA REGISTERED No. 2891 LAND SURVEYOR WAYNE A. POWER

Project No.:	1004-21-092
Surveyed By:	SEI
Field Date:	06/15/21
Drafted By:	C CAVITT
Issue Date:	09/27/21

5 OF 6

Plat Book 450 Page 150
CATHELENE ROBINSON
Clerk of Superior Court

THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK

APPROXIMATE LLL

N/F
HATCHER ROBERT VANCE
PID 14F0156 LL0537
DB62642 PG89
PB228 PG6
133

N/F
JONES GUY ANTONIA
PID 14F0156 LL0545
DB50791 PG620
PB228 PG8
134

20' SANITARY SEWER EASEMENT PB228 PG8

N/F
MOORE WANACCA E & JAMES CHRISTOPHER II
PID 14F0156 LL0552
DB55531 PG677
PB228 PG8
135

N/F
SIMMS ARNOLD & DOROTHY
PID 14F0156 LL0560
DB41603 PG166
PB228 PG8

N/F
FIGUEROA CONCEPCION MIGUEL A ET AL
PID 14F0156 LL0578
DB55469 PG291
PB228 PG8
137

N/F
TESHEIRA ELEATHA
PID 14F0156 LL0586
DB57083 PG320
PB228 PG8
138

N/F
ROBINSON PATRICE E & SAMMIE MARCUS
PID 14F0156 LL0628
DB59164 PG424
PB228 PG8
142

N/F
FKH SFR PROPCO B HLD LP
PID 14F0156 LL0636
DB62543 PG265
PB228 PG8
143

494.83'
N87°33'37"W

N/F
ROYSTER ROLAND H
PID 14F0156 LL0644
DB36055 PG430
PB228 PG8
144

145

L.L. 156

L.L. 155

N/F
URVECO DOS, LLC
PID 14F0155 LL0579
DB59470 PG505
7195 BUTNER RD.
ZONING: CUP

ASPHALT ROAD

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1301.67'

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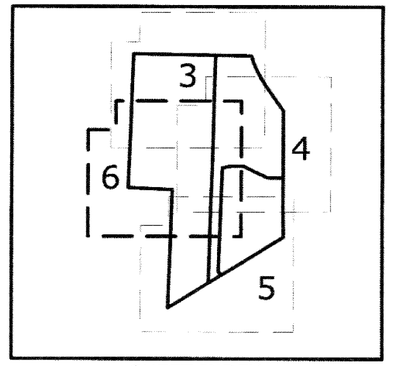
ZONING: CUP

GRID (GA WEST)

SHEET INDEX



S78°24'58"W
95.42'
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140.38'
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1126.98'
S1°57'23"W

TRACT TWO:
673,421 SQ FT
15.46 ACRES

PHALT ROAD

GRAPHIC SCALE
100 0 100 200
(IN FEET)
1 inch = 100 ft.

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3	EDIT ZONING CONDITIONS	06/14/22

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MINOR SUBDIVISION PLAT OF:
BUTNER ESTATES

LOCATED IN:
LAND LOTS 155 & 156 OF THE 14FF DISTRICT,
CITY OF SOUTH FULTON,
FULTON COUNTY, GEORGIA

GEORGIA REGISTERED
No. 2891
LAND SURVEYOR
WAYNE A. POWER

Project No.:	1004-21-092
Surveyed By:	SEI
Field Date:	06/15/21
Drafted By:	C CAVITT
Issue Date:	09/27/21

6 OF 6

FILE NAME: I:\CUSTOMERS_PROJECTS\1004 DR Horton\1004-21-092 Butner Estates (RAW)\SUR\Working\1004-21-092-MSP-2-Rev3.dwg PLOT DATE:6/22/2022 USER:ALEX ARGUELLES

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**
_____	_____	_____

Plat Book 451 Page 109
Filed and Recorded 08/01/2022 11:46:00 AM
2022-0270140
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 2329328226

City of South Fulton I August 23, 2022
Page 103 of 1469

FINAL SUBDIVISION PLAT FOR
DILLON PARK

LOCATED IN
LAND LOT 151, 9F DISTRICT
CITY OF SOUTH FULTON
FULTON COUNTY, GEORGIA

SURVEY NOTES

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 500 FEET OR AN ANGULAR ERROR OF 00 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.
2. ALL PROPERTY CORNERS REFERENCED AS I.P.S. INDICATES A ½" REBAR PLACED W/CAP LSF 001179 UNLESS OTHERWISE NOTED.
3. MOORE BASS CONSULTING AND/OR ROBERT J. DEBIEN DO NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
4. THIS DRAWING HAS BEEN GENERATED ELECTRONICALLY. THIS MEDIA SHOULD NOT CONSIDERED A CERTIFIED VALID DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED, SIGNED, AND DATED BY ROBERT J. DEBIEN IN CONTRASTING COLOR OF INK PER O.C.G.A. 43-15-22.
5. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN. ALL MATTERS TO TITLE ARE EXCEPTED.
6. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR ENTITY NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY OTHERS.
7. THIS PLAT MAY NOT CONFORM TO THE BEARINGS AND DISTANCES RECORDED ON THE DEED AND/OR PLAT OF RECORD DUE TO SEVERAL FACTORS INCLUDING, BUT NOT LIMITED TO: THE NATURE OF THE ADVANCES IN SURVEYING TECHNOLOGY SUCH AS ELECTRONIC DISTANCE MEASURING DEVICES AND THE ADVENT OF SURVEY GRADE G.P.S. MEASUREMENT EQUIPMENT.
8. THIS SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM (N.A.D.) OF 1983(1994 ADJUSTMENT) FOR HORIZONTAL DATUM AND THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) 1988 FOR THE VERTICAL DATUM. DIFFERENTIAL GPS SURVEY MEASURING TECHNIQUES WERE USED FOR THESE DATUMS AND BASED ON THE PUBLISHED VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY EGPS SOLUTIONS. THE ELLIPSOID HEIGHTS WERE DERIVED USING THE GEOID 12A.
9. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
10. UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.
11. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 16,330 FEET, AND AN ANGULAR ERROR OF 06" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
12. THE CLOSURE PRECISION OF THE DATA SHOWN ON THE MAP OR PLAT. "THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 402,194 FEET" THE CLOSURE PRECISION PLACED ON THE SURVEY SHALL BE BASED ON AN ACTUAL MAP CLOSURE THAT HAS BEEN INDEPENDENTLY CALCULATED BY THE SURVEYOR BY USING THE BEARINGS AND DISTANCES FROM THE FACE OF THE PLAT, AND SHALL NOT BE A GENERALIZATION.
13. LINEAR AND ANGULAR MEASUREMENTS WERE OBTAINED USING A TRIMBLE S6 ROBOTIC TOTAL STATION & CHAMPION TKO ROVER GPS UNIT. THE FIELDWORK WAS COMPLETED MAY 24, 2022 ON THIS PROJECT.

OWNER'S ACKNOWLEDGEMENT

STATE OF GEORGIA
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	2.99 ACRES
PUBLIC SEWER EASEMENTS	0.7 ACRES
PUBLIC DRAINAGE EASEMENTS	2.29 ACRES
PUBLIC PARKS/OPEN SPACE	4.39 ACRES

DRB GROUP GEORGIA, LLC
TYPED NAME OF SUBDIVIDER

SIGNATURE OF SUBDIVIDER — DATE: 7/22/2022

DRB GROUP GEORGIA, LLC
TYPED NAME OF OWNER OF RECORD

SIGNATURE OF OWNER OF RECORD — DATE: 7/22/2022

FINAL PLAT APPROVAL

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

FOR THE DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT AND REGULATORY AFFAIRS — DATE: 8/1/22

CERTIFICATE OF 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

FULTON COUNTY PUBLIC WORKS

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

APPROVED THIS 01 DAY OF August, 2022

SIGNATURE — PRINTED NAME AND TITLE: Adriana Bustillos Prog. Administrator

SURVEY CERTIFICATE

AS REQUIRED BY SUBSECTION (c) OF O.C.G.A. SECTION 15-6-67, THIS MAP OR PLAT HAS BEEN PREPARED AND ISSUED FOR SUBMITTAL AND APPROVAL BY THE LOCAL JURISDICTION AS IS EVIDENCED BY THE 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 THE SURVEY OR MAP AS TO INTENDED USE OF ANY PARCEL. FURTHER, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. IT IS HEREBY CERTIFIED THAT PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, TO THE ACCURACY REQUIRED BY THE SUBDIVISION REGULATIONS OF SOUTH FULTON, GEORGIA, AND THAT THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN SAID REGULATIONS.

ROBERT J. DEBIEN, GA REGISTERED LAND SURVEYOR NO. 2984 — DATE: 7/7/22

©Moore Bass Consulting

FLOOD NOTE

AS SHOWN ON FLOOD INSURANCE RATE MAPS OF FULTON COUNTY, GEORGIA COMMUNITY PANEL NUMBER: 13121C0343F EFFECTIVE DATE: SEPTEMBER 18, 2013, THIS PROPERTY IS NOT LOCATED IN A FEMA FLOOD HAZARD ZONE.

"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"

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 AS MEASURED FROM THE BACK OF CURB.

"NO RENTAL OR LEASE OF LOTS OR HOUSES BY DRB GROUP GEORGIA, LLC"

FULTON COUNTY HEALTH DEPARTMENT

THIS SUBDIVISION, AS SHOWN, IS APPROVED UPON THE CONDITION THAT SEWAGE DISPOSAL AND WATER SUPPLY FACILITIES ARE IN COMPLIANCE WITH CHAPTER 34, ARTICLES IV AND XI, SEWAGE DISPOSAL AND DRINKING WATER SUPPLY, OF THE FULTON COUNTY HEALTH DEPARTMENT REGULATIONS AND IN ACCORDANCE WITH THE REQUIREMENTS BELOW:

WATER SUPPLY:	SEWAGE DISPOSAL:
X PUBLIC WATER SUPPLY	X PUBLIC SANITARY
___ INDIVIDUAL WATER SUPPLIES	___ INDIVIDUAL ONSITE SEWAGE
SERVICE REQUIREMENTS - S/D TYPE	SERVICE REQUIREMENTS - S/D TYPE
X TYPE "A"	X TYPE "A" ___ TYPE "C"
___ TYPE "B"	___ TYPE "D"

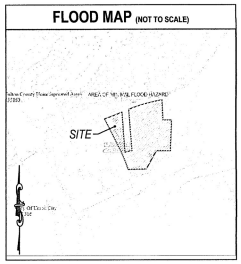
DATE: 7/26/2022 — FULTON COUNTY HEALTH DEPARTMENT

REVISION DATE: _____ — FULTON COUNTY HEALTH DEPARTMENT

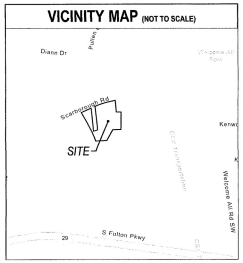
DEVELOPMENT SUMMARY

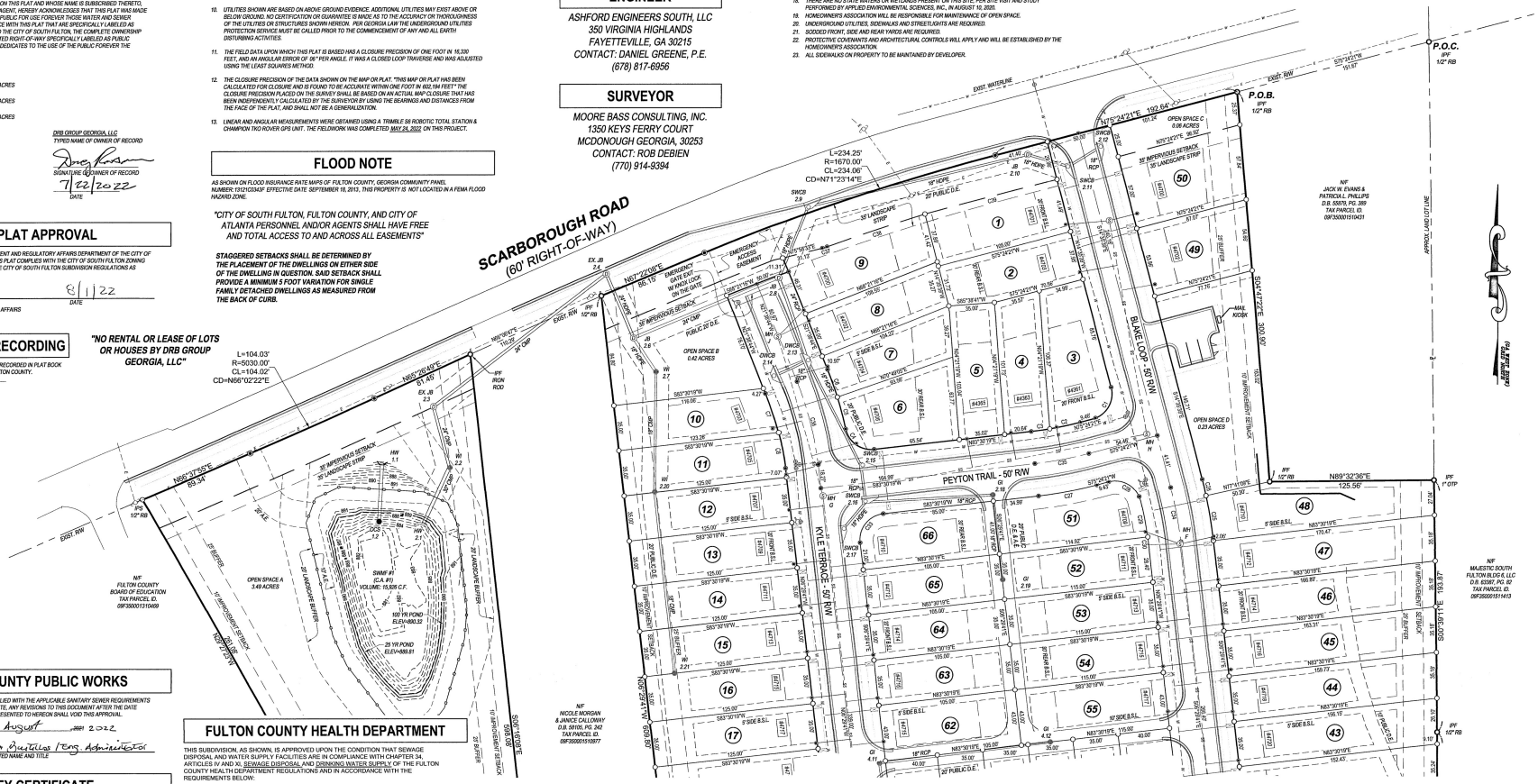
1.	SITE ADDRESS:	4980 SCARBOROUGH ROAD
2.	PARCEL ID:	09F3500151231, 09F3500151223 & 09F3500151092
3.	SITE AREA:	13.41 ACRES
4.	OPEN SPACE AREA:	4.39 ACRES
5.	R/W AREA:	2.20 ACRES
6.	R/W WIDTH:	50 FEET
7.	LOT AREA:	7.01 ACRES
8.	TOTAL NUMBER OF LOTS:	66 LOTS
9.	SITE DENSITY:	66 LOTS/13.41 ACRES = 4.92 LOTS PER ACRE
10.	ZONING:	CUP (COMMUNITY UNIT PLAN) ZONING CASE: 2006Z-006 SFC & 2006VC-0011 SFC
11.	SETBACKS: FRONT = SIDE = REAR =	20 FEET (EXCEPT LOT 39, 24 FEET); LOTS WITH REAR ACCESS - 10 FEET 0 FEET TO 5 FEET; CORNER LOTS - 10 FEET 30 FEET
12.	MINIMUM LOT WIDTH:	35 FEET
13.	MINIMUM LOT SIZE:	3,500 S.F.
14.	MINIMUM DWELLING SIZE:	1,450 SQUARE FEET
15.	STREET LENGTHS: KYLE TRACE = 698 L.F. BLAKE LOOP = 860 L.F. PEYTON TRAIL = 262 L.F.	
16.	WATER TO BE PROVIDED BY CITY OF ATLANTA. WASTEWATER SERVICES TO BE PROVIDED BY FULTON COUNTY.	
17.	ALL STREETS AND UTILITIES SHALL BE DESIGNED AND CONSTRUCTED TO CITY OF SOUTH FULTON STANDARDS.	
18.	THERE ARE NO STATE WATERS OR WETLANDS PRESENT ON THIS SITE. PER SITE VISIT AND STUDY PERFORMED BY APPLIED ENVIRONMENTAL SCIENCES, INC., IN AUGUST 16, 2020.	
19.	HOMEOWNER'S ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENANCE OF OPEN SPACE.	
20.	UNDERGROUND UTILITIES, SIDEWALKS AND STREETLIGHTS ARE REQUIRED.	
21.	SODDED FRONT, SIDE AND REAR YARDS ARE REQUIRED.	
22.	PROTECTIVE COVENANTS AND ARCHITECTURAL CONTROLS WILL APPLY AND WILL BE ESTABLISHED BY THE HOMEOWNER'S ASSOCIATION.	
23.	ALL SIDEWALKS ON PROPERTY TO BE MAINTAINED BY DEVELOPER.	

FLOOD MAP (NOT TO SCALE)



VICINITY MAP (NOT TO SCALE)





SHEET INDEX:

1 - FINAL PLAT
2 - FINAL PLAT
3 - EASEMENTS
4 - EASEMENTS
5 - ZONING CONDITIONS

GRAPHIC SCALE

40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

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PROJECT NAME: DILLON PARK
LAND LOT 151, 9F DISTRICT
CITY OF SOUTH FULTON, FULTON CO., GEORGIA

CLIENT NAME: DRB GROUP GEORGIA, LLC
160 WHITNEY STREET
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A0910.0027-FP
DATE 12/22/2021
CONTRACT # A0910.0027
DRAWN BY JRW

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SEAL
GEORGIA REGISTERED LAND SURVEYOR No. 2984 ROBERT J. DEBIEN 7/7/22

SHEET TITLE
FINAL SUBDIVSION PLAT

SHEET
1 of 5

Plat Book 451 Page 110

City of South Fulton I August 23, 2022 Page 104 of 1169

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DRAINAGE NOTE

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 COMMUNITY DEVELOPMENT SERVICES. 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 A COMMON GOOD, SHALL NOT BE CONSTRUED AS CONSTITUTING MAINTENANCE OBLIGATION ON THE PART OF THE CITY OF SOUTH FULTON, NOR AN ABROGATION OF THE CITY OF SOUTH FULTONS RIGHT TO SEEK REIMBURSEMENT FOR EXPENSES FROM THE OWNERS OF THE PROPERTY OR THE LANDS THAT GENERATED THE CONDITIONS.

FIRE PROTECTION NOTES

BE AWARE THAT FOR DWELLINGS MORE THAN FIVE HUNDRED (500) FEET OFF THE ROAD, FLAG LOTS OR LOTS WITH UNUSUAL CONFIGURATIONS, THE FIRE DEPARTMENT MAY NOT BE ABLE TO PROVIDE FIRE PROTECTION UNLESS THE FOLLOWING ITEMS ARE FULFILLED:

A. A FIRE HYDRANT OR WATER SOURCE APPROVED BY THE FIRE DEPARTMENT MUST BE AVAILABLE WITHIN 500 FEET OF THE DWELLING'S MOST REMOTE POINT.

B. AN ALL-WEATHER DRIVEWAY OF AT LEAST 14 FEET WIDTH AND HAVING A VERTICAL CLEARANCE OF 13 FEET 6 INCHES MUST BE PROVIDED.

C. AN APPROVED TURNAROUND AT THE DEAD END OF ANY ROAD OR DRIVE OVER 150 FEET LONG MUST BE PROVIDED.

D. FIRE DEPARTMENT APPROVAL IS REQUIRED FOR ANY ACCESS SO CONSTRUCTED.

SLOPE EASEMENT STATEMENT

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:

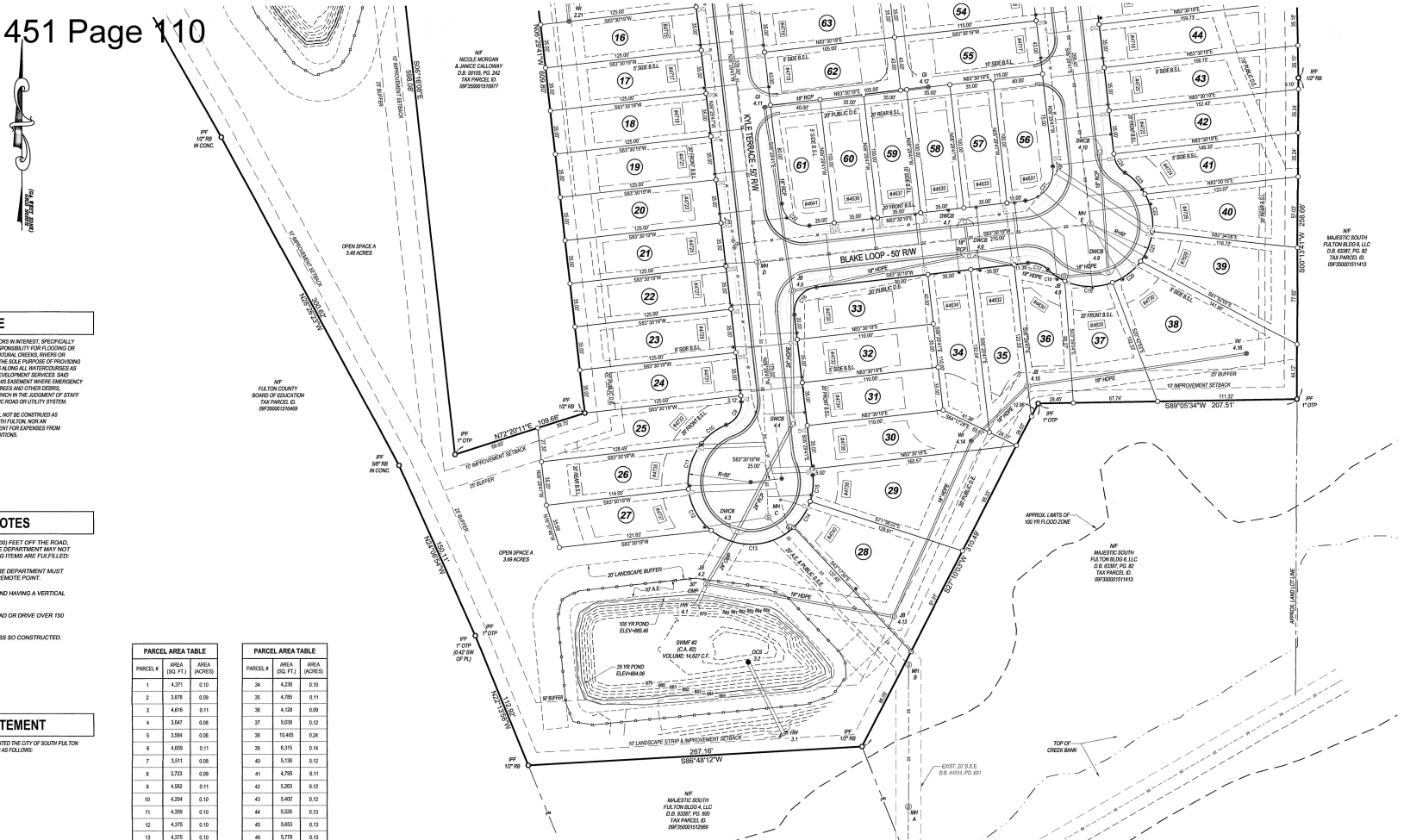
0' TO 9' - NOT LESS THAN 3 TO 1 SLOPE
9' TO 10' - NOT LESS THAN 2 TO 1 SLOPE

SURVEY REFERENCES

1. *BOUNDARY & TOPOGRAPHIC SURVEY FOR BUILDERS PROFESSIONAL GROUP, LLC., PERFORMED BY MOORE BASS CONSULTING, INC., DATED SEPTEMBER 2, 2020.*
2. *CONSTRUCTION PLANS FOR DILLON FARR, PREPARED BY ASHFORD ENGINEERS SOUTH, LLC., DATED SEPTEMBER 23, 2020, LAST REVISED APRIL 29, 2021.*

COVENANTS NOTE

THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN THE SEPARATE DOCUMENT(S) AS RECORDED IN DEED BOOK _____ PAGE(S) _____, WHICH HEREBY BECOMES A PART OF THIS PLAT.



PARCEL AREA TABLE

PARCEL #	AREA (SQ. FT.)	AREA (ACRES)
1	4,371	0.10
2	3,878	0.09
3	4,816	0.11
4	3,647	0.08
5	3,584	0.08
6	4,669	0.11
7	3,511	0.08
8	3,723	0.09
9	4,582	0.11
10	4,204	0.10
11	4,359	0.10
12	4,375	0.10
13	4,375	0.10
14	4,375	0.10
15	4,375	0.10
16	4,375	0.10
17	4,375	0.10
18	4,375	0.10
19	4,375	0.10
20	4,375	0.10
21	4,375	0.10
22	4,375	0.10
23	4,375	0.10
24	4,375	0.10
25	5,175	0.12
26	4,172	0.10
27	4,003	0.09
28	7,414	0.17
29	8,174	0.19
30	4,822	0.11
31	3,850	0.09
32	3,850	0.09
33	4,314	0.10

PARCEL AREA TABLE

PARCEL #	AREA (SQ. FT.)	AREA (ACRES)
34	4,236	0.10
35	4,785	0.11
36	4,128	0.09
37	5,038	0.12
38	10,465	0.24
39	6,315	0.14
40	5,138	0.12
41	4,795	0.11
42	5,263	0.12
43	5,402	0.12
44	5,526	0.13
45	5,653	0.13
46	5,778	0.13
47	5,904	0.14
48	5,986	0.14
49	4,439	0.10
50	5,244	0.12
51	4,772	0.11
52	4,025	0.09
53	4,025	0.09
54	4,025	0.09
55	4,945	0.11
56	3,866	0.09
57	3,500	0.08
58	3,500	0.08
59	3,500	0.08
60	3,500	0.08
61	3,914	0.09
62	4,515	0.10
63	3,675	0.08
64	3,675	0.08
65	3,675	0.08
66	4,219	0.10

CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD	CH BEARING
C1	31.42'	20.00'	28.28'	N30° 24' 21"E
C2	24.47'	275.00'	24.46'	N77° 57' 18"E
C3	14.40'	275.00'	14.40'	N82° 00' 17"E
C4	29.60'	20.00'	26.97'	S54° 05' 39"E
C5	25.24'	275.00'	25.23'	S14° 19' 23"E
C6	22.53'	275.00'	22.52'	S19° 17' 59"E
C7	31.49'	225.00'	31.47'	N17° 38' 08"W
C8	28.00'	225.00'	27.99'	N10° 03' 37"W
C9	25.62'	20.00'	23.90'	N30° 12' 16"E
C10	25.00'	50.00'	24.74'	N52° 34' 44"E
C11	39.05'	50.00'	38.07'	N15° 52' 47"E
C12	38.77'	50.00'	37.81'	N28° 42' 30"W
C13	71.88'	50.00'	65.85'	N67° 53' 30"E
C14	25.00'	50.00'	24.74'	S32° 22' 04"W
C15	21.43'	50.00'	21.26'	S5° 46' 58"W
C16	31.42'	20.00'	28.28'	S38° 30' 19"W
C17	17.45'	20.00'	16.90'	N71° 29' 51"W
C18	16.64'	50.00'	16.56'	N56° 02' 08"W
C19	39.40'	50.00'	38.39'	N88° 08' 33"W
C20	28.67'	50.00'	28.28'	S52° 51' 29"W

CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD	CH BEARING
C21	26.18'	50.00'	25.88'	S21° 25' 52"W
C22	31.14'	50.00'	30.64'	S11° 24' 38"E
C23	23.77'	50.00'	23.55'	S42° 52' 15"E
C24	18.17'	20.00'	17.56'	S30° 27' 25"E
C25	33.01'	325.00'	32.99'	S9° 24' 16"E
C26	12.93'	325.00'	12.93'	S13° 37' 15"E
C27	45.94'	325.00'	45.90'	S79° 27' 20"W
C28	31.70'	20.00'	28.49'	N59° 11' 26"W
C29	28.40'	275.00'	28.39'	N10° 49' 44"W
C30	6.60'	275.00'	6.60'	N7° 19' 57"W
C31	39.27'	25.00'	35.36'	N38° 30' 19"E
C32	31.42'	20.00'	28.28'	S51° 29' 41"E
C33	31.42'	20.00'	28.28'	S38° 30' 19"W
C34	42.41'	300.00'	42.37'	S10° 32' 40"E
C35	42.41'	300.00'	42.37'	S79° 27' 20"W
C36	66.11'	250.00'	65.92'	N14° 04' 13"W
C37	3.60'	35.50'	3.60'	N73° 04' 05"E
C38	78.88'	1749.82'	78.87'	N71° 26' 09"E
C39	105.00'	5191.76'	105.00'	N75° 22' 08"E

LEGEND

DB	DEED BOOK	EOP	EDGE OF PAVEMENT
PB	PLAT BOOK	FH	FIRE HYDRANT
PG	PAGE	L	LINE LABEL
LL	LAND LOT	N/F	NOW OR FORMERLY
OTP	OPEN TOP PIPE	PKS	PK NAIL SET
RB	REBAR	SSE	SANITARY SEWER EASEMENT
IPF	IRON PIN FOUND	UE	UTILITY EASEMENT
IPS	1/2" REBAR W/ LSF 001179	REF	REFERENCE
CTP	CRIMP TOP PIPE	CO	SEWER CLEAN OUT
C&G	CURB & GUTTER	SQ. FT.	SQUARE FOOT
R/W	RIGHT OF WAY		IRON PIN FOUND
N/F	NOW OR FORMERLY		IRON PIN SET
-E-	OVERHEAD POWER LINE		CALCULATED POINT
CMP	CORRUGATED METAL PIPE		POWER POLE (PP)
SWMF	STORMWATER MANAGEMENT FACILITY		FIRE HYDRANT (FH)
TBM	TEMPORARY BENCHMARK		WATER VALVE (WV)
POB	POINT OF BEGINNING		WATER METER (WM)
POC	POINT OF COMMENCEMENT		JUNCTION BOX (JB)
RCP	REINFORCED CONCRETE PIPE		SANITARY SEWER MANHOLE (SSMH)
DIP	DUCTILE IRON PIPE		DROP INLET (DI)
PVC	POLYVINYL CHLORIDE PIPE		R/W MONUMENT
HDPE	HIGH DENSITY POLYETHYLENE PIPE		SINGLE WING CATCH BASIN
	PROPERTY LINE		DOUBLE WING CATCH BASIN
	CENTERLINE		CURB INLET
ID	IDENTIFICATION		HEADWALL (HW)
B.S.L.	BUILDING SETBACK LINE		FLARED END SECTION
BOC	BACK OF CURB		LIGHT POST (LP)
C	CURVE LABEL		YARD INLET
CI	CURB INLET		SEWER CLEAN OUT
DE	DRAINAGE EASEMENT		PUBLIC DRAINAGE EASEMENT

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

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1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

PROJECT NAME: DILLON PARK
LAND LOT 151, 9F DISTRICT
CITY OF SOUTH FULTON, FULTON CO., GEORGIA

CLIENT NAME: DRB GROUP GEORGIA, LLC
160 WHITNEY STREET
FAYETTEVILLE, GA 30214

REVISIONS
1: REVISED PER COMMENTS 6-9-2022
2: REVISED PER COMMENTS 7-1-2022
3: REVISED PER COMMENTS 7-21-2022

A0910.0027-FP
DATE 12/22/2021
CONTRACT # A0910.0027
DRAWN BY JRW

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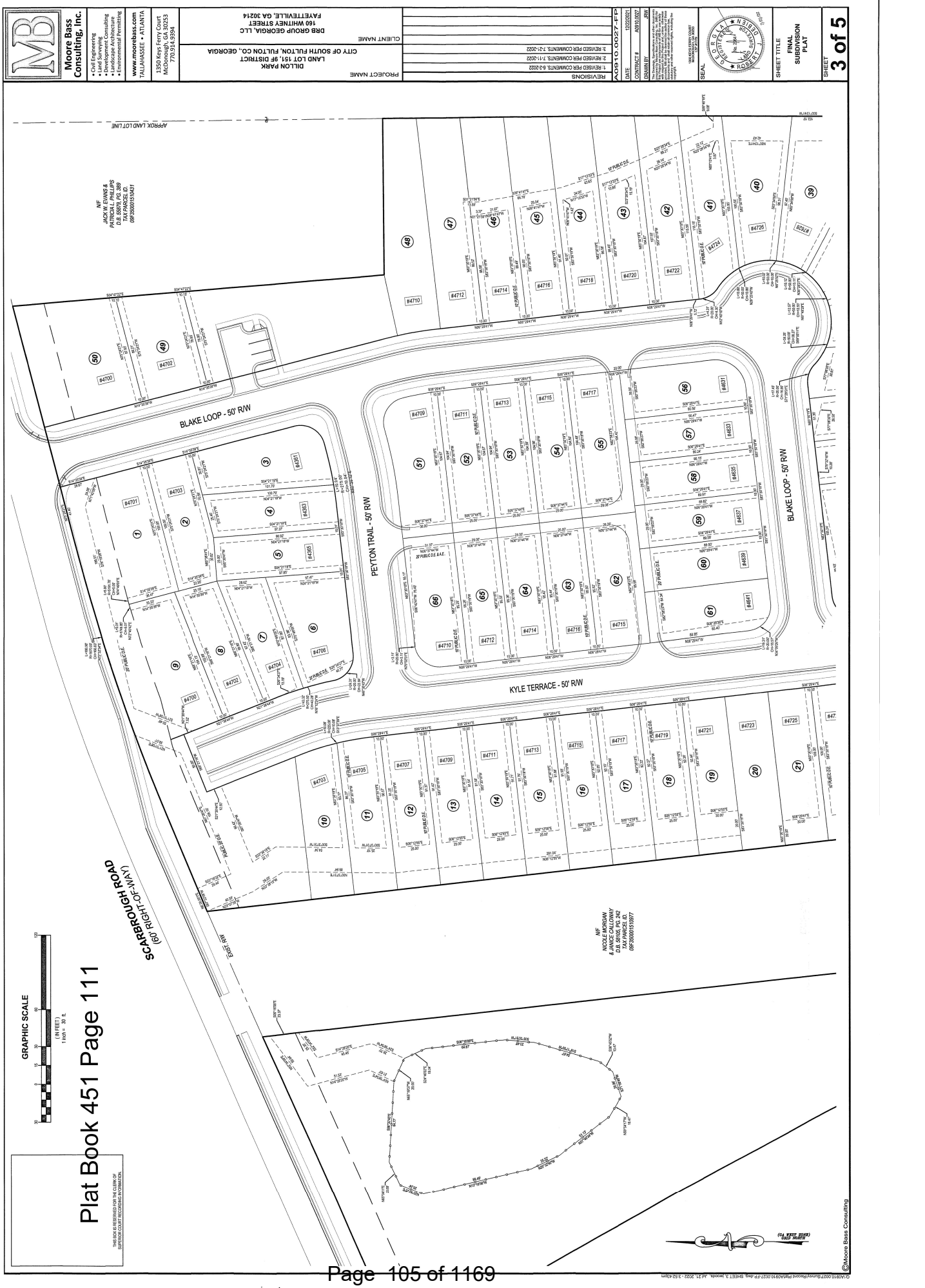
1350 KEYS FERRY COURT
McDONOUGH, GA 30253
(P) 770.914.9394

SEAL
GEORGIA REGISTERED LAND SURVEYOR No. 2864 ROBERT J. DEBERRY
7/1/22

SHEET TITLE
FINAL SUBDIVISION PLAT

SHEET
2 of 5

A0910.0027 Survey Record Plat Dillon Farr 10.07.21.dwg, SHEET 2, jbrooks, Jul 21, 2022 - 3:52:41pm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DRAWN BY RW
SEAL
SHEET TITLE
FINAL SUBDIVISION PLAT
SHEET 3 of 5
BLAKE LOOP - 50' R/W
PEYTON TRAIL - 50' R/W
KYLE TERRACE - 50' R/W
SCARBROUGH ROAD
(60' RIGHT-OF-WAY)
EAST HWY
APPROX. LAND LOT LINE
NF
JACK W. EVANS &
PATRICIA L. PHILLIPS
D.B. 55979, PG. 389
TAX PARCEL ID.
09F300001510401
NF
NICOLE MORGAN
& JANICE CALLOWAY
D.B. 58365, PG. 242
TAX PARCEL ID.
09F300001910977
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.
Plat Book 451 Page 111
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Plat Book 451 Page 112

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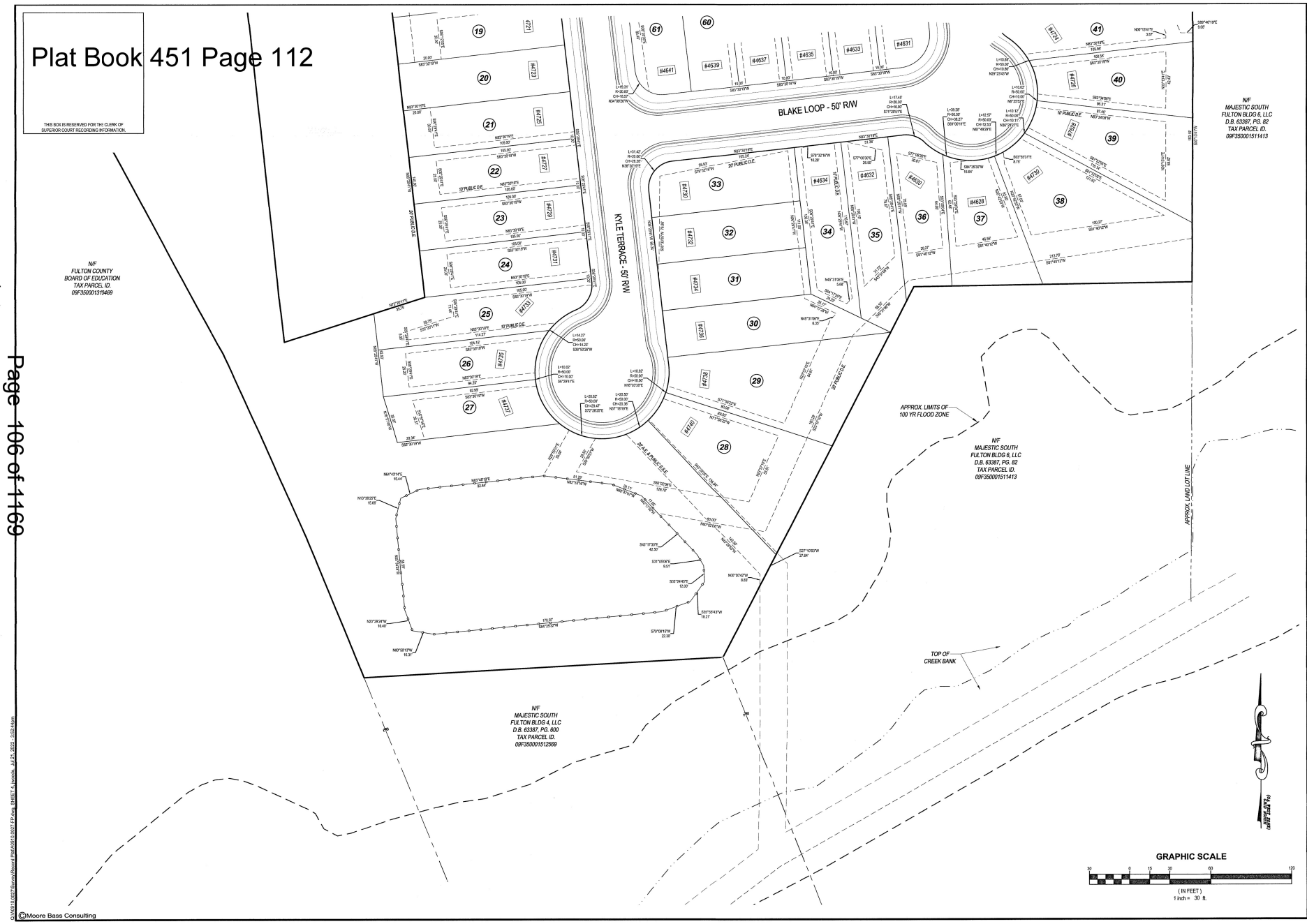

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MCDONOUGH, GA 30253
CA# 61178

SEAL

GEORGIA REGISTERED LAND SURVEYOR No. 2954 7/11/22

SHEET TITLE
FINAL
SUBDIVISION
PLAT

SHEET
4 of 5

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City of South Fulton I August 23, 2022

Plat Book 451 Page 113
CATHELENE ROBINSON
Clerk of Superior Court

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PETITIC No. 2006Z -0006 SFC
2006VC-0017 SFC

RECOMMENDED CONDITIONS

If this petition is approved by the Board of Commissioners, it should be approved CUP (COMMUNITY UNIT PLAN) CONDITIONAL subject to the owner's agreement to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by the Board of Commissioners.

1. To the owner's agreement to restrict the use of the subject property as follows:

   a. No more than 67 total dwelling units at a maximum density of 4.99 dwelling units per acre based on the total acreage zoned, whichever is less. Approved lot/unit 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/units within the approved development meet or exceed all the development standards of Fulton County. The total lot/unit yield of the subject site shall be determined by this final engineering.

   b. ~~The minimum lot size shall be 4,000 square feet~~ Provide a minimum lot size of 4,000 square feet for a minimum of 47 lots and 3,500 square feet for no more than 20 lots.

   c. The minimum heated floor area per dwelling unit shall be 1,450 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 March 24, 2006. 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. The applicant shall be required to complete the concept review procedure prior to application for 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.

   b. All areas including detention ponds which are not part of an individual lot and held in common 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.

engineer's fie observation, professional judgm , and limited field survey data. The anaysis shall identify the downstream properties pre and post-development 100-year water surface elevations, and for any post-development water surface elevation increase exceeding 0.05 feet, the developer shall acquire the applicable offsite drainage easement to accommodate the 100-year storm flow through impacted properties. Where Fulton County has completed a model of the basin, it shall be used by the developer in the analyses.

   e. Where storm water currently drains by sheet flow and it is proposed to be collected to and/or discharged at a point, such that the discharge from the storm water management facility outlet crosses a property line, such discharge 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 across an external property line 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. This condition will not apply when the storm water management facility is designed and approved to discharge directly to a stream or watercourse.

   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.

   g. The Inspection and Maintenance Agreement shall provide that all storm water management/detention facility outlet control structures shall be inspected, photographed, and cleaned, if necessary, on a monthly basis, by the owner. The Inspection and Maintenance Agreement shall require that the design engineer shall prepare an operation and maintenance guidance document, for use by the owner and/or any professionals retained by the owner, to plainly describe the basic operational function of the facility(ies), including a description of a permanent marker post(s) which shall indicate that the level of sediment which, if exceeded, requires sediment removal. The Inspection and Maintenance Agreement shall require an annual operation and maintenance report for all storm water management/detention facilities be prepared by a licensed design professional and submitted to the SWMP. The annual report shall include monthly inspections, photographs, and documentation of the cleaning of storm water management/detention facilities outlet control structure(s) as well as an operational assessment of the facilities indicating that they do, or do not, function as described in the design guidance document (described above), and if they do not, a description of the specific actions to be taken to allow the facilities to function as intended.

ZONING CONDITIONS PER ZONING CASE 2006Z-0006

3. To the owner's agr ent to the following site develor snt considerations:

   a. The applicant is proposing the following setback and development standards:

Minimum Front Yard Setback	20 feet
Minimum Side Yard (Interior)	0 feet
Minimum Side Yard (Corner)	10 feet
Minimum Building Separation	10 feet
Minimum Rear Setback	30 feet
Minimum Lot Width	35 feet

   b. 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 as measured from the back of curb.

   c. 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 Scarborough 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. Buffer/berm is not to be part of an individual lot.

   d. Allow the required landscaping per Condition 3.c. along Scarborough Road to serve as the required 20 foot landscape strip along the north side of the detention pond as shown on the site plan referenced under Condition 2.a. (2006VC-0017 SFC)

   e. Provide a pedestrian walkway to the Seaborne Lee Elementary School.

   f. ~~Rear alley access is not allowed.~~ Provide a one-way rear alley access as shown on the site plan referenced under Condition 2.a.

   g. All homes shall have front exteriors of brick, stucco, masonry or a combination thereof. Vinyl or aluminum sidings are prohibited. Exposed foundation is not allowed.

4. To the owner's agreement to abide by the following traffic 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

   h. The required spection and Maintenance Agree nt shall be recorded with the Clerk of Superior Court prior to issuance of an LDP, Grading Permit, or Building Permit associated with the development.

   i. The engineer/developer is required to submit, along with the application for an LDP, signed documentation verifying approval of the Storm Water Concept Plan.

   j. Where paved parking areas (including access aisles) are proposed to exceed 5,000 square feet, the storm water management facilities shall be designed to reduce pollutants such as oil, grease and other automobile fluids that may leak from vehicles. A general description, or concept, of the storm water management facilities proposed to achieve the removal of such pollutants shall be submitted with the Storm Water Concept Plan. A detailed design of such facilities shall be included in applicable documents for a land disturbance permit.

   k. With the application for an LDP, provide documentation (such as channel cross-sections, centerline profile, etc.) describing the geometry of those existing natural streams, creeks, or draws within the proposed development boundary which in the design engineer's judgment are at risk of erosion due to increased flow, provide a description of the basis utilized in judging areas to be at risk, and provide details on the Storm Water Management Plan of the post-development channel bank protection measures.

   l. The developer/engineer shall demonstrate to the County by engineering analysis submitted with the LDP application, that the discharge rate and velocity of the storm water runoff resulting from the development is restricted to seventy-five percent (75%) of the pre-development conditions for the 1-year frequency storm event, up to and including the ten (10)-year frequency storm event.

   m. Drainage from all disturbed areas shall be collected and conveyed to a storm water management facility provided as part of the development. The Storm Water Concept Plan shall identify any proposed areas with incidental and minor release of storm water not conveyed to such facilities, subject to the approval of the Director of Public Works. Plans for any land disturbance permit shall show all proposed drainage patterns for the proposed development after its completion. Any incidental release of unmanaged or untreated storm flows from any disturbed portion of the developed property shall be allowed only with the approval of the Director of Public Works. Other than minimal incidental flows shall be specifically approved by the Director of Public Works. Bypass flows will not be permitted except from undisturbed areas within a buffer or other protected easement. Final plans shall provide for collection, conveyance and treatment of all approved

such addition right-of-way as may be required 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 Scarborough Road or as may be required by the Fulton County Environment and Community Development Traffic Engineer.

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

   a. Prior to submitting the application for a (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 the results of these 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. from the point of storm water discharge at the proposed development site boundary downstream to the confluence of the receiving drainage course at a point where the drainage area is at least ten times the proposed development site area and the next downstream drainage area having a drainage area of fifty acres or more. The critical capacity points shall be selected based upon the

incidental flo s from developed lots or parc individual residences or building structures.

   n. Storm water management facility(ies) volumes shall be designed to achieve water quality treatment, channel protection, over bank flood protection and extreme flood protection, in accordance with the Georgia State Storm water Manual, except that the duration of release for water quality treatment shall be 48 hours.

Moore Bass Consulting, Inc.
• Civil Engineering
• Land Surveying
• Development Consulting
• Landscape Architecture
• Environmental Permitting
www.moorebass.com
TALLAHASSEE • ATLANTA
1350 Keys Ferry Court
McDonough, GA 30253
770.914.9394

PROJECT NAME
DILLON PARK
LAND LOT 151, 9F DISTRICT
CITY OF SOUTH FULTON, FULTON CO., GEORGIA

CLIENT NAME
DRB GROUP GEORGIA, LLC
160 WHITNEY STREET
FAYETTEVILLE, GA 30214

REVISIONS
1: REVISED PER COMMENTS 6-2-2022
2: REVISED PER COMMENTS 7-1-2022
3: REVISED PER COMMENTS 7-21-2022

A0910.0027-FP
DATE 12/22/2021
CONTRACT # A0910.0027
DRAWN BY JRW

The Drawings, Specifications and other documents prepared by Moore Bass Consulting, Inc. (MB) for this Project are instruments of MB's service for use with respect to this Project and, unless otherwise provided, MB shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

1350 KEYS FERRY COURT
McDONOUGH, GA 30253
LSF #1178

SEAL
GEORGIA REGISTERED LAND SURVEYOR JEREMY R. WEBB No. 2994 7/01/22

SHEET TITLE
FINAL SUBDIVISION PLAT

SHEET
5 of 5

City of South Fulton I August 23, 2022
Page 107 of 1169

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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** _____

Plat Book 451 Page 101
Filed and Recorded 07/29/2022 03:15:00 PM
2022-0269569
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 2835806959
7067927936

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

GENERAL NOTES

OWNER/DEVELOPER:
GEOSAM CAPITAL US (GEORGIA), LLC
2114 SATELLITE BOULEVARD
SUITE 425
DULUTH, GA 30097
(470) 440-6683

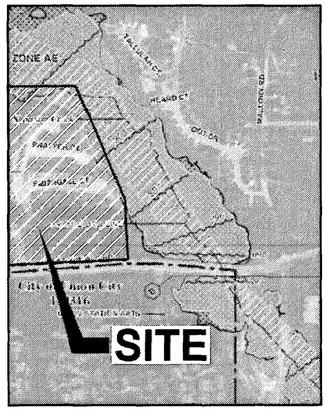
24 HOUR EMERGENCY CONTACT:
JARED BRODE
(706) 892-6633

ENGINEER
FALCON DESIGN CONSULTANTS, LLC
235 CORPORATE CENTER DRIVE
STOCKBRIDGE, GEORGIA 30281
(770) 389-8666

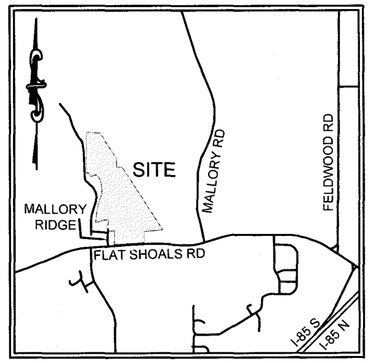
SURVEYOR:
FALCON DESIGN CONSULTANTS, LLC
235 CORPORATE CENTER DRIVE
STOCKBRIDGE, GEORGIA 30281
(770) 389-8666

LEGEND

DB	DEED BOOK	L	LINE LABEL
PB	PLAT BOOK	PKS	PK NAIL SET
PG	PAGE	SSE	SANITARY SEWER EASEMENT
LL	LAND LOT	C/O	SEWER CLEAN OUT
RB	REBAR	SQ. FT.	SQUARE FOOT
IPF	IRON PIN FOUND		IRON PIN FOUND
IPS	1/2" REBAR W/C FDC 000995		IRON PIN SET
C&G	CURB & GUTTER		CALCULATED POINT
R/W	EDGE OF PAVEMENT		POWER POLE
N/F	NOW OR FORMERLY		FIRE HYDRANT
-E-	OVERHEAD POWER LINE		WATER VALVE
CMP	CORRUGATED METAL PIPE		WATER METER
POB	POINT OF BEGINNING		JUNCTION BOX
POC	POINT OF COMMENCEMENT		SANITARY SEWER MANHOLE
RCP	REINFORCED CONCRETE PIPE		DROP INLET
DIP	DUCTILE IRON PIPE		SINGLE WING CATCH BASIN
PVC	POLYVINYL CHLORIDE PIPE		DOUBLE WING CATCH BASIN
HDPE	HIGH DENSITY POLYETHYLENE PIPE		CURB INLET
P/L	PROPERTY LINE		HEADWALL
C/L	CENTERLINE		FLARED END SECTION
B.S.L.	BUILDING SETBACK LINE		GAS METER
BOC	BACK OF CURB		GAS VALVE
C	CURVE LABEL		ELECTRIC TRANSFORMER
CI	CURB INLET		TELEPHONE PEDESTAL
DE	DRAINAGE EASEMENT		LIGHT POST
FH	FIRE HYDRANT		5' CONC SIDEWALK
D.E.	DRAINAGE EASEMENT		
A.E.	ACCESS EASEMENT		PUBLIC DRAINAGE EASMENT
S.S.E.	SANITARY SEWER EASEMENT		
			PUBLIC SEWER EASEMENT



F.I.R.M. PANEL
ACCORDING TO THE F.I.R.M. OF FULTON COUNTY, PANEL NUMBER **13121C0459F**, DATED SEPTEMBER 18, 2013, A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA.



VICINITY MAP
N.T.S.

SITE AREA:

TOTAL LOTS: 134
TOTAL AREA: 25.65 ACRES
TOTAL DISTURBED AREA: 16.11 ACRES
DENSITY: 5.22 UNITS PER ACRE

DEVELOPMENT DATA - ZONED MIXED (2004Z-0121)

1. MINIMUM BUILDING SETBACKS:
   FRONT SETBACK- 20 FEET
   REAR SETBACK- 20 FEET
   SIDE INTERIOR SETBACK- 0 FEET
   SIDE CORNER SETBACK - 20 FEET
2. PAVEMENT WIDTH; 24' FROM BACK OF CURB TO BACK OF CURB.
3. NOTE: "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".
4. ALL UTILITIES ARE UNDERGROUND.
5. MINIMUM HEATED FLOOR AREA: 1100 SF
   MINIMUM REQUIRED LOT WIDTH: 20 FT
6. ACCORDING TO THE F.I.R.M. OF FULTON COUNTY, PANEL NUMBER **13121C0459F**, DATED **09/18/2013**, THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA.
7. WATER SERVICE TO BE PROVIDED BY **CITY OF ATLANTA.**
8. ALL STORM AND SANITARY SEWER EASEMENTS ARE PUBLIC.
9. DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS RECORDED IN DEED BOOK 65620, PAGE 378, FULTON COUNTY RECORDS.
10. UTILITY EASEMENTS CENTERED ON PIPES UNLESS NOTED OTHERWISE.
11. ALL ROADS ARE PUBLIC.
12. THIS SUBDIVISION CONFORMS TO CITY OF SOUTH FULTON COMPREHENSIVE PLAN.
13. SUBJECT PROPERTY HAS ACCESS FLAT SHOALS ROAD.
14. NOT ALL IMPROVEMENTS ARE SHOWN.
15. ALL COMMON AREA TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

UTILITY COMPANIES

ATLANTA GAS LIGHT COMPANY
ATLANTA, GEORGIA
CONTACT: GLORIA DANIEL
(770) 909-5861

GEORGIA POWER
829 JEFFERSON ST NW
ATLANTA, GEORGIA
(888) 660-5890

SANITARY SEWER:
FULTON COUNTY PUBLIC WORKS
141 PRYOR ST., S.W. SUITE 6001
ATLANTA, GA 30303
(404) 612-7400

WATER:
CITY OF ATLANTA
TECHNICAL SERVICES DIVISION
55 TRINITY AVE, STE 5400
ATLANTA, GEORGIA 30318
CONTACT: DOUG SMITH
(404) 982-1446

AT&T
FAIRBURN, GEORGIA
CONTACT: MATT BROTHERS
(770) 514-8630

BENCHMARK FOR THE PROJECT IS FULTON COUNTY G.I.S. MONUMENTS F375 AND F384.

RENTAL NOTE:

NO RENTAL OR LEASE OF LOTS OR HOUSES BY GEOSAM CAPITAL US (GEORGIA), LLC

SURVEY NOTES

1. THE FIELDWORK FOR THIS SURVEY WAS COMPLETED FEBRUARY 8, 2021 WITH LINEAR AND ANGULAR MEASUREMENTS OBTAINED USING A SPECTRA PRECISION FOCUS 35 ROBOTIC TOTAL STATION & CHAMPION TKO GPS UNIT.
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,289 FEET, AND AN ANGULAR ERROR OF 01" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE ADJUSTED USING COMPASS RULE METHOD.
3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 522,536 FEET USING THE BEARINGS AND DISTANCES SHOWN HEREON.
4. NO N.G.S. MONUMENT FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
5. ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATE A ½" REBAR PLACED WITH CAP STAMPED "FDC LSF000995" UNLESS OTHERWISE NOTED.
6. FALCON DESIGN CONSULTANTS, L.L.C. AND/OR KEVIN M. BROWN DOES NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
7. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN. ALL MATTERS TO TITLE ARE EXCEPTED.
8. THIS SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83 (2011)) FOR THE HORIZONTAL DATUM AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 PER THE VIRTUAL REFERENCE SYSTEM CORRECTIONS PROVIDED BY *eGPS SOLUTIONS*.
9. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
10. UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

SURVEY REFERENCES

1. CIVIL DESIGN DRAWINGS FOR MALLORY PARK PHASE 2 CREATED BY FALCON DESIGN CONSULTANTS, DATED JUNE 5, 2020, LAST REVISED NOVEMBER 10, 2020.

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS

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

APPROVED THIS 28 DAY OF July, 2021 2022

SIGNATURE — Adriana Bustillos / Eng. Administrator — PRINTED NAME AND TITLE

OWNER'S ACKNOWLEDGEMENT:

STATE OF GEORGIA
CITY OF SOUTH FULTON (FULTON COUNTY)

The owner of record of the land shown on this plat and whose name is subscribed hereto, 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 or to be constructed in accordance with this plat that are specifically labeled as dedicated to the public, and dedicates to the use of the public forever the following:

Public Streets 3.20 acres
Public Sewer Easements 0.32 acres
Public Drainage Easements 1.32 acres
Open Space 10.82 acres

Geosam Capital US (Georgia)
Typed Name of Owner/Subdivider

Signature of Owner/Subdivider
Brett Embry - Division President - Authorized Signatory Geosam Capital US (Georgia) LLC

5/09/22
Date

CERTIFICATE OF RECORDING:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN RECORDED IN PLAT BOOK_____ PAGE_____OF FULTON COUNTY, RECORDED ON

CLERK SUPERIOR COURT
FULTON COUNTY, GEORGIA

DATE

CERTIFICATE OF HOMEOWNERS ASSOCIATION:

ALL LOTS SUBJECT TO CONVENIENCE OF A MANDATORY HOMEOWNERS ASSOCIATION AS RECORDED ON DEED BOOK 65620, PAGE 378.

FINAL PLAT APPROVAL:

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

EJ — 7/29/22
FOR THE DIRECTOR — DATE
COMMUNITY AND REGULATORY AFFAIRS

STATEMENT OF SLOPE EASEMENT:

THIS PLAT IS APPROVED WITH THE UNDERSTANDING THAT EASEMENT IS GRANTED TO 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

TREE NOTE:

STREET TREES TO BE PLANTED AT 50' ON CENTER ON BOTH SIDE OF ALL STREETS IN SUBDIVISION

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
(✓) PUBLIC WATER SUPPLY
( ) INDIVIDUAL WATER SUPPLIES

SEWAGE DISPOSAL
(✓) PUBLIC SANITARY
( ) INDIVIDUAL ONSITE SEWERAGE

SERVICE REQUIREMENTS - S/D TYPE
(✓) TYPE "A"
( ) TYPE "B"

SERVICE REQUIREMENTS - S/D TYPE
(✓) TYPE "A" ( ) TYPE "C"
( ) TYPE "B" ( ) TYPE "D"

6/2/2022
DATE — FULTON COUNTY HEALTH DEPARTMENT

REVISION DATE — FULTON COUNTY HEALTH DEPARTMENT

CITY OF SOUTH FULTON DRIVEWAY INDEMNIFICATION AGREEMENT:

CITY OF SOUTH FULTON PERSONNEL AND/OR AGENTS SHALL HAVE FREE AND TOTAL ACCESS TO, ACROSS AND UNDER DRIVEWAYS THAT WILL BE INSTALLED ON THESE RECORDED LOTS, FOR THE PURPOSES OF INSPECTION, REPAIR AND/OR CONSTRUCTION AND SHALL HAVE NO RESPONSIBILITIES FOR THE DAMAGES TO, OR REPAIR OF, IMPROVEMENTS WITHIN SAID EASEMENT.

DRAINAGE

THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS OF INTEREST, SPECIFICALLY RELEASES 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 THE 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 JUDGEMENT OF SAID DIRECTOR, IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY OR THE PUBLIC ROAD OR UTILITY SYSTEM. SUCH EMERGENCY MAINTENANCE, CONDUCTED FOR THE COMMON GOOD, SHALL NOT BE CONSTRUED AS CONSTITUTING A CONTINUING MAINTENANCE OBLIGATION ON THE PART OF CITY OF SOUTH FULTON NOR AN ABROGATION OF CITY OF SOUTH FULTON'S RIGHT TO SEEK REIMBURSEMENT FOR EXPENSES FROM THE OWNER/S OF THE PROPERTY/IES OF THE LANDS THAT GENERATED THE CONDITIONS.

FLOOD HAZARD

THE INTERMEDIATE REGIONAL FLOOD (IRF) AREAS SHOWN HEREON WERE DETERMINED BY THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE SHOWN ON THE SITE DEVELOPMENT PACKAGE. 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, CITY OF SOUTH FULTON DOES NOT, BY APPROVING THIS PLAT NOR ACCEPTING THE PUBLIC IMPROVEMENTS HEREIN, 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 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 CITY OF SOUTH FULTON IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

SURVEYOR'S CERTIFICATE

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.

KMB — 5/24/2022
KEVIN M. BROWN — *DATE*
REGISTERED LAND SURVEYOR #2960

CIVIL ENGINEERING
LAND SURVEYING
LAND PLANNING
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECT
STOCKBRIDGE OFFICE
235 CORPORATE CTR. DR., STE 200
STOCKBRIDGE, GEORGIA 30281
PH (770) 389-8666 • FX (770) 389-8676
NEWNAN OFFICE
30 GREENWAY CT., STE A
NEWNAN, GEORGIA 30265
PH (770) 683-5978
CUMMING OFFICE
500 PIERCE HARRY RD., STE C
CUMMING, GEORGIA 30040
PH (678) 807-7196
www.fdc-llc.com

FINAL PLAT
FOR
MALLORY PARK
PHASE 2
LOCATED IN:
LAND LOT 84, 9th DISTRICT
CITY OF SOUTH FULTON, FULTON CO, GEORGIA

REVISIONS	
1.	5-9-22 REVISED PER CITY COMMENTS
2.	5-24-22 REVISED PER CITY COMMENTS
3.	
4.	

811 Know what's below. Call before you dig.
UTILITIES PROTECTION CENTER
1 (800) 282-7411 THROUGHOUT GEORGIA
OR DIAL 811

DATE:	2-16-22
SCALE:	N/A
FILE NUMBER:	082.012
DRAWN BY:	KNELMS
REVIEWED BY:	KBROWN

GEORGIA REGISTERED No. 2960 PROFESSIONAL LAND SURVEYOR KEVIN M. BROWN
5/24/2022
THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER
1 of 8

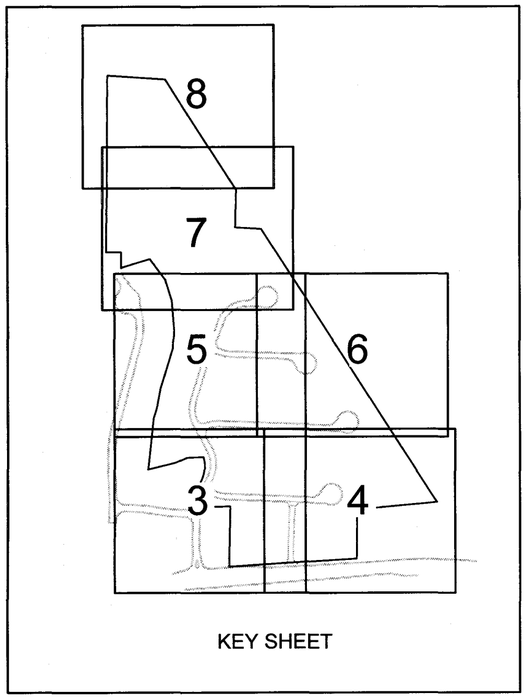
FALCON DESIGN CONSULTANTS, LLC. ALL RIGHTS ARE RESERVED. ANY POSSESSION, REPRODUCTION OR OTHER USE OF THIS DOCUMENT WITHOUT PRIOR WRITTEN PERMISSION FROM FALCON DESIGN CONSULTANTS, LLC. IS EXPRESSLY PROHIBITED.

P:\Projects\082.012 Geosam - Mallory Park\SURVEY\dwg\MALLORY-FP-20.dwg, COVER, knelms, May 24, 2022 - 2:40:14pm

Plat Book 451 Page 102

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

Parcel Area Table			Parcel Area Table			Parcel Area Table			Parcel Area Table			Parcel Area Table			Parcel Area Table			Parcel Area Table		
Parcel #	Sq. Ft.	Acres	Parcel #	Sq. Ft.	Acres	Parcel #	Sq. Ft.	Acres	Parcel #	Sq. Ft.	Acres	Parcel #	Sq. Ft.	Acres	Parcel #	Sq. Ft.	Acres	Parcel #	Sq. Ft.	Acres
1	2529.16	0.06	21	1999.95	0.05	41	2035.58	0.05	61	2205.20	0.05	81	2202.56	0.05	101	2200.00	0.05	121	2219.28	0.05
2	2472.80	0.06	22	1999.95	0.05	42	2000.00	0.05	62	2199.77	0.05	82	2202.26	0.05	102	2411.62	0.06	122	2219.97	0.05
3	2416.44	0.06	23	1999.95	0.05	43	2000.00	0.05	63	2199.67	0.05	83	2201.96	0.05	103	2425.38	0.06	123	2220.66	0.05
4	2360.08	0.05	24	1999.95	0.05	44	2000.00	0.05	64	2199.58	0.05	84	2201.66	0.05	104	2425.38	0.06	124	2221.35	0.05
5	2304.26	0.05	25	2002.53	0.05	45	2000.00	0.05	65	2199.48	0.05	85	2201.35	0.05	105	2425.38	0.06	125	2222.04	0.05
6	2271.00	0.05	26	2043.39	0.05	46	2000.00	0.05	66	2199.39	0.05	86	2201.05	0.05	106	2425.38	0.06	126	2200.00	0.05
7	2289.36	0.05	27	2151.71	0.05	47	2157.30	0.05	67	2199.30	0.05	87	2200.75	0.05	107	2425.38	0.06	127	2200.00	0.05
8	2141.57	0.05	28	2012.32	0.05	48	2209.37	0.05	68	2199.20	0.05	88	2200.45	0.05	108	2425.38	0.06	128	2200.00	0.05
9	2053.20	0.05	29	2009.10	0.05	49	2209.28	0.05	69	2199.11	0.05	89	2200.15	0.05	109	2425.38	0.06	129	2200.00	0.05
10	2019.80	0.05	30	2071.04	0.05	50	2209.18	0.05	70	2198.85	0.05	90	2200.00	0.05	110	2425.38	0.06	130	2200.00	0.05
11	2017.02	0.05	31	2203.40	0.05	51	2209.09	0.05	71	2198.76	0.05	91	2200.00	0.05	111	2425.38	0.06	131	2200.00	0.05
12	2016.10	0.05	32	2373.25	0.05	52	2209.00	0.05	72	2198.66	0.05	92	2200.00	0.05	112	2425.38	0.06	132	2200.00	0.05
13	2015.19	0.05	33	2340.17	0.05	53	2208.76	0.05	73	2198.57	0.05	93	2200.00	0.05	113	2425.38	0.06	133	2200.00	0.05
14	2014.27	0.05	34	2099.91	0.05	54	2208.67	0.05	74	2198.48	0.05	94	2200.00	0.05	114	2425.23	0.06	134	2200.00	0.05
15	2013.35	0.05	35	2007.78	0.05	55	2208.57	0.05	75	2198.38	0.05	95	2200.00	0.05	115	2424.93	0.06			
16	2012.43	0.05	36	2200.00	0.05	56	2208.48	0.05	76	2198.29	0.05	96	2200.00	0.05	116	2424.63	0.06			
17	2011.51	0.05	37	2200.00	0.05	57	2208.83	0.05	77	2002.35	0.05	97	2200.00	0.05	117	2416.34	0.06			
18	2010.64	0.05	38	2200.00	0.05	58	2234.02	0.05	78	2002.35	0.05	98	2200.00	0.05	118	2472.79	0.06			
19	2019.09	0.05	39	2200.00	0.05	59	2322.11	0.05	79	1999.83	0.05	99	2200.00	0.05	119	2256.45	0.05			
20	1999.95	0.05	40	2200.00	0.05	60	2250.79	0.05	80	2203.79	0.05	100	2200.00	0.05	120	2218.49	0.05			



KEY SHEET

LOT CURVES

Curve Table					Curve Table				
Curve #	Arc Length	Radius	Chord	Length	Curve #	Arc Length	Radius	Chord	Length
C1	7.83'	150.00'	N27° 09' 21"W	7.83'	C19	22.28'	50.00'	N38° 13' 03"E	22.10'
C2	20.02'	150.00'	N21° 50' 14"W	20.00'	C20	20.14'	50.00'	N62° 31' 14"E	20.00'
C3	20.14'	150.00'	N14° 10' 00"W	20.13'	C21	22.28'	28.00'	N64° 54' 34"W	21.69'
C4	20.86'	150.00'	N1° 06' 12"E	20.85'	C22	6.91'	125.00'	N86° 07' 04"W	6.91'
C5	20.24'	150.00'	N8° 57' 12"E	20.22'	C23	20.21'	125.00'	N79° 54' 06"W	20.19'
C6	11.87'	150.00'	N15° 05' 12"E	11.87'	C24	0.88'	13.00'	N71° 10' 08"W	0.88'
C7	4.10'	225.00'	N17° 52' 38"E	4.10'	C25	13.17'	125.00'	N72° 15' 05"W	13.16'
C8	9.30'	225.00'	N19° 35' 00"E	9.30'	C26	20.35'	150.00'	N81° 57' 28"E	20.33'
C9	12.47'	125.00'	N23° 37' 27"E	12.46'	C27	16.90'	150.00'	N89° 04' 15"E	16.89'
C10	20.36'	125.00'	N31° 08' 47"E	20.33'	C28	7.57'	28.00'	N84° 33' 09"E	7.55'
C11	21.30'	125.00'	N40° 41' 34"E	21.27'	C29	9.28'	50.00'	S89° 16' 52"W	9.26'
C12	20.10'	125.00'	N58° 18' 25"E	20.08'	C30	20.11'	125.00'	S82° 17' 37"E	20.09'
C13	20.07'	125.00'	N67° 30' 51"E	20.05'	C31	1.74'	125.00'	S87° 18' 08"E	1.74'
C14	20.59'	125.00'	N76° 50' 00"E	20.57'	C32	11.25'	28.00'	N80° 47' 29"E	11.17'
C15	18.21'	125.00'	N85° 43' 33"E	18.20'	C33	27.43'	50.00'	S49° 48' 04"W	27.08'
C16	14.87'	28.00'	N74° 41' 13"E	14.69'	C34	20.83'	50.00'	S77° 27' 02"W	20.68'
C17	3.94'	50.00'	N23° 11' 41"E	3.94'	C35	4.55'	50.00'	N88° 00' 31"W	4.55'
C18	18.83'	28.00'	N40° 12' 20"E	18.48'					

CENTERLINE TABLE

Parcel Line Table		
Line #	Length	Direction
L105	43.94	N27° 05' 37.04"E
L106	82.45	N28° 39' 03.38"W
L107	20.79	N28° 39' 03.38"W
L108	164.04	N17° 21' 16.04"E
L109	33.65	N20° 46' 01.28"E
L110	115.99	N20° 46' 01.28"E
L111	82.59	N89° 53' 58.57"E
L104	26.46	N27° 05' 37.04"E
L112	44.79	S69° 13' 58.72"E
L113	295.89	S87° 42' 06.09"E
L114	17.04	N61° 20' 56.62"E
L115	493.96	S87° 42' 06.09"E
L116	32.37	S62° 54' 22.96"E
L117	399.23	S87° 42' 06.09"E

Curve Table				
Curve #	Arc Length	Radius	Chord	Length
C63	6.00'	175.00'	N26° 06' 40"E	6.00'
C64	121.62'	125.00'	N0° 46' 43"W	116.88'
C65	100.37'	125.00'	N5° 38' 54"W	97.69'
C66	11.91'	200.00'	N19° 03' 39"E	11.91'
C67	120.66'	100.00'	N55° 20' 00"E	113.47'
C68	32.23'	100.00'	S78° 28' 02"E	32.09'
C69	67.52'	125.00'	N76° 49' 25"E	66.70'
C70	64.91'	150.00'	S75° 18' 15"E	64.41'

RIGHT OF WAY CURVES

Curve Table					Curve Table					Curve Table					Curve Table					Curve Table				
Curve #	Arc Length	Radius	Chord	Length	Curve #	Arc Length	Radius	Chord	Length	Curve #	Arc Length	Radius	Chord	Length	Curve #	Arc Length	Radius	Chord	Length	Curve #	Arc Length	Radius	Chord	Length
C36	97.29'	100.00'	N0° 46' 43"W	93.50'	C42	90.49'	75.00'	S55° 20' 00"W	85.10'	C48	21.19'	13.00'	S64° 03' 39"W	18.92'	C54	29.69'	100.00'	S83° 47' 36"W	29.58'	C60	219.24'	50.00'	S31° 01' 05"E	81.30'
C37	120.44'	150.00'	N5° 38' 54"W	117.23'	C43	20.42'	13.00'	S24° 13' 59"E	18.38'	C49	62.19'	100.00'	S0° 27' 38"E	61.19'	C55	23.58'	13.00'	S23° 19' 08"W	20.48'	C61	63.81'	175.00'	N77° 15' 20"W	63.46'
C38	13.40'	225.00'	N19° 03' 39"E	13.40'	C44	24.18'	75.00'	S78° 28' 02"E	24.07'	C50	20.98'	13.00'	S64° 31' 02"E	18.78'	C56	151.28'	150.00'	S0° 14' 27"W	144.95'	C62	32.26'	20.00'	S66° 58' 27"W	28.88'
C39	150.82'	125.00'	N55° 20' 00"E	141.84'	C45	219.24'	50.00'	S35° 36' 53"W	81.30'	C51	60.36'	150.00'	N80° 46' 11"E	59.96'	C57	21.53'	13.00'	S18° 18' 08"E	19.15'					
C40	33.70'	28.00'	N55° 25' 06"E	31.70'	C46	33.69'	28.00'	N53° 14' 10"W	31.69'	C52	33.69'	28.00'	N57° 49' 58"E	31.69'	C58	47.92'	125.00'	S76° 43' 09"E	47.63'					
C41	217.35'	50.00'	S34° 31' 54"E	82.38'	C47	40.29'	125.00'	N78° 28' 02"W	40.12'	C53	219.24'	50.00'	S31° 01' 05"E	81.30'	C59	33.69'	28.00'	N57° 49' 58"E	31.69'					

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FINAL PLAT
FOR
MALLORY PARK
PHASE 2
LOCATED IN:
LAND LOT 84, 9th DISTRICT
CITY OF SOUTH FULTON, FULTON CO, GEORGIA

REVISIONS	
1.	5-9-22 REVISED PER CITY COMMENTS
2.	5-24-22 REVISED PER CITY COMMENTS
3.	
4.	

811
Know what's below.
Call before you dig.
UTILITIES PROTECTION CENTER
1 (800) 282-7411 THROUGHOUT GEORGIA
OR DIAL 811

DATE:	2-16-22
SCALE:	N/A
FILE NUMBER:	082.012
DRAWN BY:	KNELMS
REVIEWED BY:	KBROWN

GEORGIA REGISTERED No. 2980 PROFESSIONAL LAND SURVEYOR KEVIN M. BROWN
5/24/2022
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Plat Book 451 Page 103

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POCKET PARK #1

15' ADJACENT STREET SETBACK

MALLORY COURT (50' R/W)

BAGBY COURT (50' R/W)

MALLORY RDGE (50' R/W)

FLAT SHOALS ROAD (R/W VARIES)

OPEN SPACE

COMMON AREA

20' LANDSCAPE STRIP

20' FIRE ACCESS

PROPOSED R/W

BENCHMARK #1
NAIL AT ELEV. 943.55
N=1304875.57
E=2185635.51

(GA WEST ZONE)
GRID NORTH

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 ft.

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FINAL PLAT
FOR
MALLORY PARK
PHASE 2
LOCATED IN:
LAND LOT 84, 9th DISTRICT
CITY OF SOUTH FULTON, FULTON CO, GEORGIA

REVISIONS		
1.	5-9-22	REVISED PER CITY COMMENTS
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GEORGIA REGISTERED No. 2960 PROFESSIONAL LAND SURVEYOR KEVIN M. BROWN

5/24/2022

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Plat Book 451 Page 104

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DETENTION POND #5
25-YR WATER EL: 907.14
100-YR WATER EL: 908.30
25-YR VOL: 64,135 CF
100-YR VOL: 80,202 CF

55-CBU
OPEN SPACE

BENCHMARK #6
NAIL ELEV. 894.62
N=1305213.00
E=2186504.81

(GA WEST ZONE)
GRID NORTH

ZONE "AE" BFE = 897

30' GAS EASEMENT
40' GAS ESMT OFFSET
125' GAS ESMT OFFSET

20' FRONT SETBACK
20' REAR SETBACK
10' IMPROVEMENT SETBACK
25' ADJACENT ZONING BUFFER
20' LANDSCAPE STRIP
10' POND ACCESS EASEMENT
20' D.E.
10' D.E.

OPEN SPACE

FLAT SHOALS ROAD
(R/W VARIES)
EXISTING R/W

LORY COURT
(50' R/W)

S84°48'41"W 309.45'
S00°48'00"W 189.49'
S86°28'58"W 494.83'
N87°39'31"W, 120.00'
N87°42'06"W, 397.23'
N87°48'01"W, 160.00'
S87°42'06"E, 326.44'

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 ft.

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FINAL PLAT
FOR
MALLORY PARK
PHASE 2
LOCATED IN:
LAND LOT 84, 9th DISTRICT
CITY OF SOUTH FULTON, FULTON CO, GEORGIA

REVISIONS		
1.	5-9-22	REVISED PER CITY COMMENTS
2.	5-24-22	REVISED PER CITY COMMENTS
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4.		

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DATE:	2-16-22
SCALE:	1" = 40'
FILE NUMBER:	082.012
DRAWN BY:	KNELMS
REVIEWED BY:	KBROWN

GEORGIA
REGISTERED
No. 2960
PROFESSIONAL
LAND SURVEYOR
KEVIN M. BROWN

5/24/2022

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Plat Book 451 Page 105

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GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40 ft.

(GA WEST ZONE) GRID NORTH

DETENTION POND #2
25-YR WATER EL: 910.09
100-YR WATER EL: 911.17
25-YR VOL: 97,092 CF
100-YR VOL: 119,454 CF

DETENTION POND #3
25-YR WATER EL. 907.2
100-YR WATER EL 907
25-YR VOL 14,850 CF
100-YR VOL: 16,095 CF

BENCHMARK #2
NAIL ELEV. 933.50
N=1305425.86
E=2185577.63

SHAFFER COURT (50' R/W)
SMITHGALL COURT (50' R/W)
MALLORY RIDGE (50' R/W)
OAKLEY ROAD (60' R/W)

POCKET PARK #1

COMMON AREA

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FINAL PLAT
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PHASE 2
LOCATED IN:
LAND LOT 84, 9th DISTRICT
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REVISIONS		
1.	5-9-22	REVISED PER CITY COMMENTS
2.	5-24-22	REVISED PER CITY COMMENTS
3.		
4.		

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OR DIAL 811

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FILE NUMBER:	082.012
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REVIEWED BY:	KBROWN

GEORGIA REGISTERED No. 2960 PROFESSIONAL LAND SURVEYOR KEVIN M. BROWN

5/24/2022

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Plat Book 451 Page 106

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DETENTION POND #3
25-YR WATER EL: 907.27
100-YR WATER EL: 907.65
25-YR VOL: 14,850 CF
100-YR VOL: 16,095 CF

10' POND ACCESS
20' LANDSCAPE STRIP
10' D.E.
20' REAR SETBACK
20' FRONT SETBACK
30' D.E.
HW
WI
JB
CI
DWCB
SSMH
8" PVC
20' S.S.E.

SHANNON CREEK
PER FEMA PANEL

30' GAS EASEMENT
40' GAS ESMT OFFSET
125' GAS ESMT OFFSET

APPROX. LOCATION OF
ZONE AE PER FEMA
PANEL 13121C0459F

ZONE "AE" BFE = 900

POCKET
PARK #2

79-CBU
OPEN SPACE

DETENTION POND #4
25-YR WATER EL: 904.91
100-YR WATER EL: 905.56
25-YR VOL: 25,075 CF
100-YR VOL: 28,472 CF

10' POND ACCESS EASEMENT
20' LANDSCAPE STRIP
20' D.E.
20' A.E.

SMITHGALL COURT
(50' R/W)

S87° 42' 06"E, 293.89'
L113
S87° 42' 06"E, 223.11'
S87°41'18"E, 67.81'
S87° 42' 06"E, 421.17'
N87° 42' 06"W, 491.95'
S32°37'42"E 1258.83'

BENCHMARK #5
NAIL ELEV. 895.33
N=1305597.72
E=2186313.48

(GA WEST ZONE)
GRID NORTH

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 ft.

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FINAL PLAT
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PHASE 2
LOCATED IN:
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CITY OF SOUTH FULTON, FULTON CO, GEORGIA

REVISIONS	
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2. 5-24-22	REVISED PER CITY COMMENTS
3.	
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FILE NUMBER:	082.012
DRAWN BY:	KNELMS
REVIEWED BY:	KBROWN

GEORGIA
REGISTERED
No. 2960
PROFESSIONAL
LAND SURVEYOR
KEVIN M. BROWN
5/24/2022

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SHEET NUMBER
6 of 8

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P:\Projects\082.012 Geosam - Mallory Park\SURVEY\dwg\MALLORY-FP-20.dwg, SITE-4, knelms, May 24, 2022 - 2:40:40pm

Plat Book 451 Page 107

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

GRAPHIC SCALE

40 0 20 40 80

(IN FEET)
1 inch = 40 ft.

125' GAS ESMT OFFSET

40' GAS ESMT OFFSET

30' GAS EASEMENT

(GA WEST ZONE) GRID NORTH

SHANNON CREEK PER FEMA PANEL

50' STREAM BUFFER

25' IMPERVIOUS SETBACK

25' IMPERVIOUS SETBACK

S01°06'19"W 145.58'

S86°39'49"E 100.28'

57.77'
N89°28'57"W

N00°27'55"W 62.43'

S73°09'34"W 111.97'

S53°09'14"W
4.79'

N36°29'58"W 100.00'

N17°19'49"W 86.20'

COMMON AREA

DETENTION POND #2
25-YR WATER EL: 910.09
100-YR WATER EL: 911.17
25-YR VOL: 97,092 CF
100-YR VOL: 119,454 CF

10' POND ACCESS EASEMENT

LANDSCAPE STRIP

20' REAR SETBACK

N63°22'15"E 160.00'

20' SSE

20' A.E.

HW

JB

TOWER

BENCHMARK #3
NAIL ELEV. 915.09
N=1305882.06
E=2185457.35

S69°13'59"E 111.53'

S69°13'59"E 104.28'

N89° 53' 59"E 9.79'

S89° 53' 59"W 82.51'

L111

DWCB

SWCB

8" PVC

SS

SSMH

28	N26°37'45"W 101.77'	
29	S26°37'45"E 100.00'	
30	S26°37'45"E 101.45'	
31	S26°37'45"E 106.24'	
32	S26°37'45"E 114.74'	
33	S26°37'45"E 120.42'	
34	S26°37'45"E 110.60'	
35	S26°37'45"E 101.21'	
	S26°37'45"E 100.92'	

#6091 #6089 #6087 #6085 #6083 #6081 #6079 #6093 #6097

C11 C12 C13 C14 C15 C16 C17 C18 C19 C20 C39 C40 C41

3.54' 6.25'

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CIVIL ENGINEERING
LAND SURVEYING
LAND PLANNING
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECT

STOCKBRIDGE OFFICE
235 CORP CIR, STE 200
STOCKBRIDGE, GEORGIA 30281
PH (770) 389-8666 • FAX (770) 389-8656

NEWNAN OFFICE
55 GLENDALE CT., STE A
NEWNAN, GEORGIA 30265
PH (770) 755-7474

CUMMING OFFICE
500 PIRKLE FERRY RD., STE C
CUMMING, GEORGIA 30040
PH (678) 825-7500

www.fdc-llc.com

FINAL PLAT
FOR
MALLORY PARK
PHASE 2
LOCATED IN:
LAND LOT 84, 9th DISTRICT
CITY OF SOUTH FULTON, FULTON CO, GEORGIA

REVISIONS		
1.	5-9-22	REVISED PER CITY COMMENTS
2.	5-24-22	REVISED PER CITY COMMENTS
3.		
4.		

811 Know what's below. Call before you dig.
UTILITIES PROTECTION CENTER
1 (800) 282-7411 THROUGHOUT GEORGIA
OR DIAL 811

DATE:	2-16-22
SCALE:	1" = 40'
FILE NUMBER:	082.012
DRAWN BY:	KNELMS
REVIEWED BY:	KBROWN

GEORGIA REGISTERED No. 2960 PROFESSIONAL LAND SURVEYOR
KEVIN M. BROWN

5/24/2022

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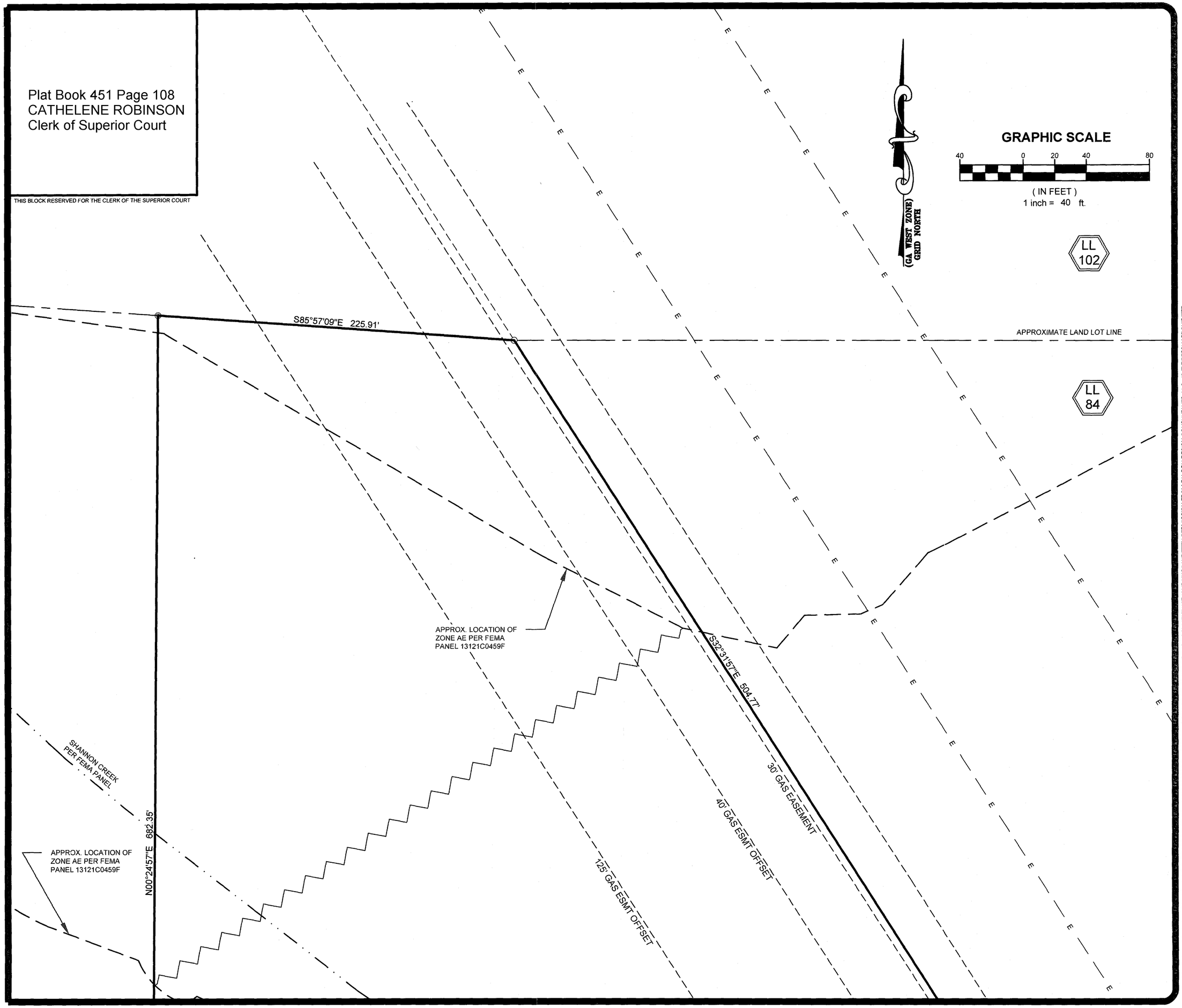
SHEET NUMBER
7 of 8

P:\Projects\082.012 Geosam - Mallory Park\SURVEY\dwg\MALLORY-FP-20.dwg, SITE-5, knelms, May 24, 2022 - 2:40:44pm

Plat Book 451 Page 108
CATHELENE ROBINSON
Clerk of Superior Court

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT



GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 ft.

CIVIL ENGINEERING
LAND SURVEYING
LAND PLANNING
CONSTRUCTION MANAGEMENT
LANDSCAPE ARCHITECT

STOCKBRIDGE OFFICE
235 CHASE CUP. INC. STE 200
STOCKBRIDGE, GEORGIA 30281
ph (770) 389-8663 fax (770) 389-8656

NEWNAN OFFICE
49 GRESHAM CT., STE A
NEWNAN, GEORGIA 30265
Ph (770) 755-7178

CUMMING OFFICE
569 PEACHTREE PARKWAY, STE C
CUMMING, GEORGIA 30040
Ph (678) 889-7705

www.ffe-llc.com

FINAL PLAT
FOR
MALLORY PARK
PHASE 2
LOCATED IN:
LAND LOT 84, 9th DISTRICT
CITY OF SOUTH FULTON, FULTON CO, GEORGIA

REVISIONS		
1.	5-9-22	REVISED PER CITY COMMENTS
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3.		
4.		

811
Know what's below.
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OR DIAL 811

DATE:	2-16-22
SCALE:	1" = 40'
FILE NUMBER:	082.012
DRAWN BY:	KNELMS
REVIEWED BY:	KBROWN

GEORGIA
REGISTERED
No. 2980
PROFESSIONAL
LAND SURVEYOR
KEVIN M. BROWN
5/24/2022

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SHEET NUMBER
8 of 8

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P:\Projects\082.012 Geosam - Mallory Park\SURVEY\dwg\MALLORY-FP-20.dwg, SITE-6, knelms, May 24, 2022 - 2:40:49pm

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** _____

Final Plat For Renaissance at South Park PHASE 4B Lands Lot 33 & 26 9F District City of South Fulton, Fulton County Georgia

PROJECT NUMBER: PLAT2021-04-003450
FULTON COUNTY WR NUMBER: 19S-011WR

OWNER/BUILDER/SUBDIVIDER
ROCKLYN HOMES
3505 KOGER BLVD. SUITE 275
DULUTH, GA 30096
24 HOUR CONTACT
TIM JENKINS 770-424-6723

NO RENTAL OR LEASE OF LOTS OR HOUSES BY ROCKLYN HOMES

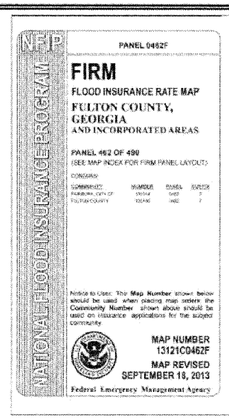
WATER PROVIDED BY: CITY OF FAIRBURN

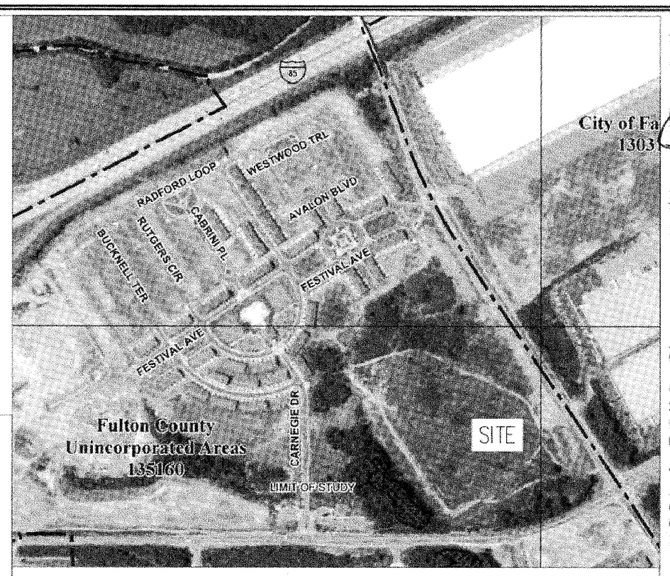
SEWER PROVIDED BY: FULTON COUNTY

ZONED: MIXED USE Z-2002 0124

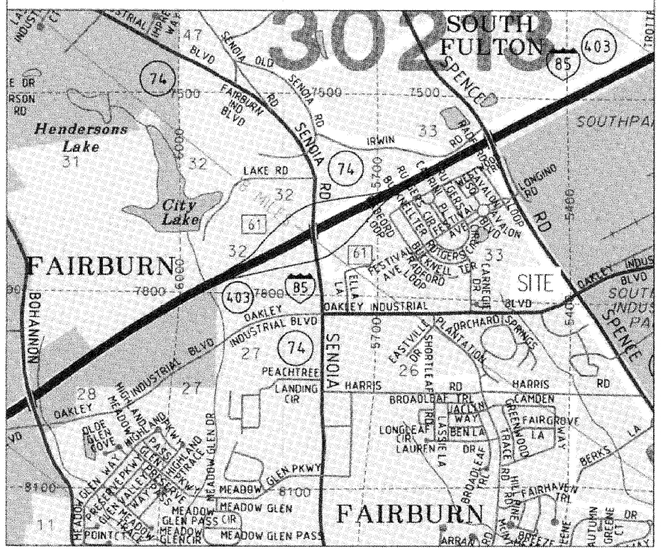
MINIMUM SETBACKS
FRONT: 30'
SIDE CORNER: 30'
SIDE: 15'
REAR: 20'
PARKING = 10'

INTERIOR SETBACKS TOWNHOMES
FRONT TO FRONT: 50'
FRONT TO REAR: 50'
SIDE TO SIDE: 14'
REAR TO REAR: 35'
REAR TO SIDE: 15'
FRONT TO SIDE: 25'





FEMA FLOOD MAP AND LOCATION MAP
ACCORDING TO THE F.I.R.M. OF FULTON COUNTY, PANEL NUMBER 13121C 0462F, DATED SEPTEMBER 18, 2013 THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA



LOCATION MAP SOURCE AERO ATLAS (NOT TO SCALE)

FULTON COUNTY DEPARTMNET OF HEALTH AND WELLNESS
ENVIRONMENTAL HEALTH SERVICES

This development is approved provided the following required improvements are in compliance with the Fulton County Code of Ordinances, Chapter 34, Article IV, DRINKING WATER and Article XI, SEWAGE DISPOSAL.

TYPE OF WATER SUPPLY	TYPE OF SEWAGE DISPOSAL
[X] Public Water Supply Individual Meter(s)	[X] Public Sanitary Sewage System
[ ] Public Water Supply Private Master Meter	[ ] Individual Onsite Sewage Management Systems
[ ] Individual Onsite Well Water Supply	

7/28/22
Date — Fulton County Department of Health and Wellness

CITY OF FAIRBURN UTILITIES DEPARTMENT APPROVAL
APPROVAL IN WRITING RECEIVED ON 11 DAY OF Aug 2022
VIA EMAIL DATED 8-11-2022

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS
I CERTIFY THAT THIS DEVELOPMENT HAS COMPLIED WITH THE APPLICABLE SANITARY SEWER REQUIREMENTS OF FULTON COUNTY AS OF THE FOLLOWING DATE. ANY REVISIONS TO THIS DOCUMENT AFTER THE DATE BELOW THAT MAY AFFECT SEWER SYSTEMS PRESENTED HEREON SHALL VOID THIS APPROVAL.
APPROVED THIS 01 DAY OF August 2022
SIGNATURE — Adrianna Bautista, PRINTED NAME AND TITLE, Env. Administrator

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

Josh R. Hood — 8-8-22
FOR THE DIRECTOR, COMMUNITY AND REGULATORY AFFAIRS — DATE

STATEMENT OF SLOPE EASEMENT
THIS PLAT IS APPROVED WITH THE UNDERSTANDING THAT EASEMENT IS GRANTED 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

AGREEMENTS AND COVENANTS
A DETENTION POND AGREEMENT RECORDED IN PLAT BOOK XXX, PAGES XXX-XXX, IN THE OFFICE OF THE CLERK OF COURTS, FULTON COUNTY, GA.

A FLOODPLAIN AGREEMENT RECORDED IN PLAT BOOK 40526, PAGES 491-492, AFORESAID RECORDS.

SUBDIVISION COVENANTS ARE RECORDED IN PLAT BOOK 40136, PAGES 580-629, AFORESAID RECORDS.

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 PERSONS OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, DEDICATES TO THE PUBLIC FOR USE FOREVER THOSE WATER AND SEWER IMPROVEMENTS CONSTRUCTED IN ACCORDANCE WITH THIS PLAT THAT ARE SPECIFICALLY LABELED AS DEDICATED TO THE PUBLIC, AND DEDICATES TO THE CITY OF SOUTH FULTON THE COMPLETE OWNERSHIP AND USE OF ALL PUBLIC STREETS AND DEDICATED RIGHT-OF-WAY SPECIFICALLY LABELED AS PUBLIC STREETS AND DEDICATED RIGHT-OF-WAY, AND DEDICATES TO THE USE OF THE PUBLIC FOREVER THE FOLLOWING:

PUBLIC STREETS	1.75 ACRES
PUBLIC SEWER EASEMENTS	0.00 ACRES
PUBLIC DRAINAGE EASEMENTS	0.00 ACRES
PUBLIC PARKS/OPEN SPACE	0.00 ACRES

ROCKLYN HOMES — TYPED NAME OF SUBDIVIDER
SIGNATURE OF SUBDIVIDER
8-1-22 — DATE

ROCKLYN HOMES — TYPED NAME OF OWNER OF RECORD
SIGNATURE OF OWNER OF RECORD
8-1-22 — DATE

ALL OWNERS MUST SIGN THE ORIGINAL DOCUMENT IN A PERMANENT TYPE BLACK INK PRIOR TO SUBMITTAL (BALLPOINT AND FELT PENS ARE NOT ACCEPTABLE)

FLOOD HAZARD
THE INTERMEDIATE REGIONAL FLOOD (I.R.F.) AREAS SHOWN HERON WERE DETERMINED BY THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED HERETO. 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, 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 OWNER/S 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 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 CONSTRUED AS CONSTITUTING A CONTINUING MAINTENANCE OBLIGATION ON THE PART OF THE CITY OF SOUTH FULTON NOR ABROGATION OF FULTON COUNTY'S RIGHT TO SEEK REIMBURSEMENT FOR EXPENSES FROM THE OWNER(S) OF THE PROPERTY(IES) OR THE LANDS THAT GENERATED THE CONDITIONS.

SURVEYOR'S ACKNOWLEDGEMENT
IT IS CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

8-1-2022
PATRICK F. CAREY R.L.S. #3077 — DATE

KEYSTONE LAND SURVEYING
162 E. CROGAN STREET
SUITE F
LAWRENCEVILLE, GEORGIA 30046
770.545.8700

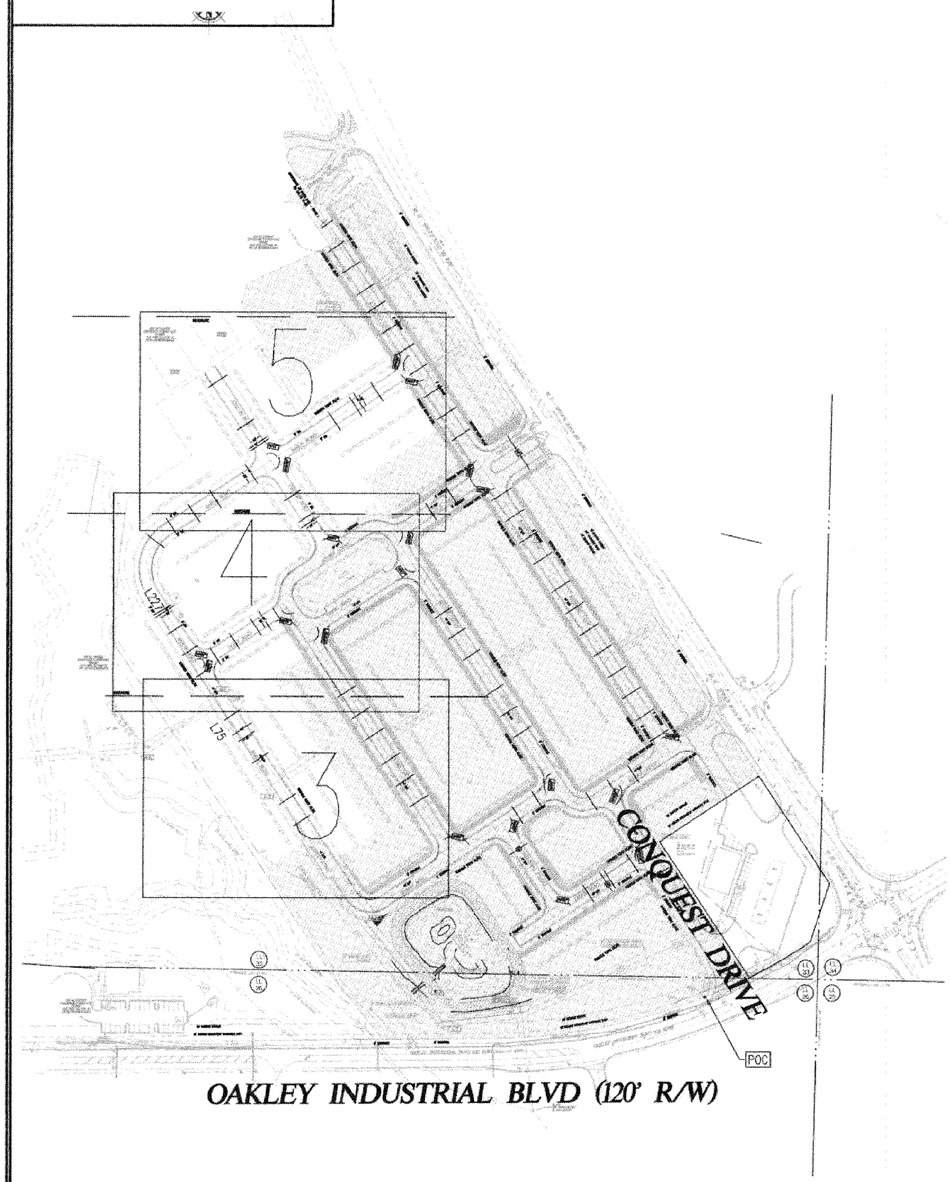
GEORGIA REGISTERED No. 3077 LAND SURVEYOR PATRICK F. CAREY 8-1-2022

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 heron. 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

NO.	DATE	COMMENTS	BY
1	7-12-22	Cycle 1 comments	PC
2			
3			
4			
5			
6			
7			
8			

SHEET 1 OF 7

Plat Book 451 Page 143
Filed and Recorded 08/11/2022 04:30:00 PM
2022-0277400
CATHELENE ROBINSON
Clerk of Superior Court
Fulton County, GA
Participant IDs: 5048281798



SHEET INDEX

POB LINE TABLE (FROM POC TO POB)		
LOT #	Length	Direction
366	898.15	N65°48'58"W
373	1061.91	N60°23'46"W
380	1258.25	N55°57'24"W
381	1367.14	N50°29'27"W
382	1362.75	N49°29'41"W
383	1358.78	N48°29'33"W
388	1327.63	N40°29'16"W
399	1321.45	N37°43'55"W
400	1313.01	N34°03'38"W
489	726.63	N68°25'03"W
496	891.87	N61°18'54"W
502	1090.36	N56°07'28"W
604	1148.16	N54°42'02"W
605	1257.40	N51°06'29"W
611	1261.14	N40°51'15"W
622	1254.63	N37°57'14"W
623	1249.02	N34°05'08"W

Line Table		
Line #	Length	Direction
CL217	202.03	N56°25'41"E
CL218	324.67	S56°25'42"W
CL220	204.00	N33°34'19"W
CL221	144.50	N33°34'19"W
CL223	154.99	S33°34'19"E
CL224	344.57	S33°34'19"E
CL385	232.31	S56°25'42"W

Curve Table				
Curve #	Length	Radius	Direction	Chord Length
C25	171.22	109.00	N11°25'42"E	154.15
C26	31.42	20.00	N11°25'42"E	28.28
C27	31.42	20.00	S78°34'18"E	28.28
C28	7.13	20.00	N46°12'35"E	7.10
C46	31.42	20.00	S11°25'41"W	28.28
C57	31.42	20.00	N78°34'18"W	28.28
C58	31.42	20.00	N11°25'42"E	28.28
C60	5.25	20.00	N48°54'19"E	5.24
C61	31.42	20.00	S78°34'18"E	28.28
C62	102.10	65.00	S11°25'42"W	91.92
C67	31.42	20.00	S78°34'18"E	28.28
C68	31.42	20.00	S11°25'42"W	28.28
C70	22.39	20.00	S88°30'22"W	21.24
C72	7.13	20.00	S66°38'47"W	7.10

Curve Table				
Curve #	Length	Radius	Direction	Chord Length
CL106	136.66	87.00	S11°25'42"W	123.04

Line Table		
Line #	Length	Direction
L14	132.29	N33°34'19"W
L29	190.31	N56°25'42"E
L30	125.47	N33°34'19"W
L31	38.67	N33°34'19"W
L32	102.97	S33°34'19"E
L33	61.18	S33°34'19"E
L34	240.67	N56°25'42"E
L52	402.63	S33°34'19"E
L53	117.98	S56°25'41"W
L62	120.00	N33°34'18"W
L64	130.79	N56°25'42"E
L65	112.99	S33°34'19"E
L66	141.24	S56°25'42"W
L67	49.07	S56°25'42"W
L71	120.00	S33°34'18"E
L72	240.67	S56°25'42"W
L75	522.96	N33°34'19"W
L86	46.52	S33°34'18"E
L88	55.97	S33°34'18"E
L89	32.83	N56°25'42"E
L90	59.30	S33°34'18"E
L91	11.17	S56°25'42"W
L92	84.00	S56°25'42"W
L227	17.36	N33°34'19"W

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 740,067 FEET
(RIGHT OF WAY TO BE DEDICATED) 76,172 SQ. FT. (1.75 ACRES)
ONE FOOT IN 673,016 FEET
(PLAT AREA) 310,100 SQ. FT. (7.12 ACRES) (INCLUDING RIGHT OF WAY)

TOTAL NUMBER OF LOTS: 94

OVERALL AREA = 310,100 SQ. FT. (7.12 ACRES)

LOT AREA = 1,200 SQ. FT. (0.027 ACRES) EACH
TOTAL LOT AREA = 112,800 SQ. FT. (2.59 ACRES)
ALL LOT DIMENSIONS ARE 24.00 FEET WIDE AND 50.00 FEET DEEP

RIGHT OF WAY AREA = 76,172 SQ. FT. (1.75 ACRES)

COMMON AREA = 310,100 – 112,800 – 76,172 =121,128 SQ. FT. (2.78 AC)

ALL CORNERS SET WITH 1/2" REBAR WITH CAP (LSF 1292)

ALL COMMON AREAS (C.A.) SHOWN ON THIS PLAT ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION IN PERPETUITY

FIELD DATA:

DATE OF FIELD SURVEY 4-12-2021, 8-11-2021, 10-19-2021
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 42,535 FEET AND AN ANGULAR ERROR OF 1 SECOND PER ANGLE AND WAS ADJUSTED USING COMPASS RULE.

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

PHASE 4B COMMON AREA = 2.78 ACRES

DISTANCES SHOWN ON THE PLAT SHALL BE HORIZONTAL

ANGULAR BEARINGS SHOWN ON THIS PLAT ARE FROM TURNED ANGLES AND REFERENCED TO GEORGIA WEST GRID NORTH

BUILDINGS TO BE CONSTRUCTED IN THE LOCATIONS SHOWN ON THIS PLAT. LOT LINES WILL BE AT RIGHT ANGLES FOLLOWING THE CENTER OF THE COMMON WALLS AND OUTSIDE FACE OF THE BUILDING. ALL LOTS WILL BE 24' X 50'
POINT OF COMMENCEMENT IS AN IRON PIN WITH CAP SET AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF OAKLEY INDUSTRIAL BLVD (120' R/W) AND THE WESTERLY RIGHT OF WAY OF CONQUEST DRIVE (44' R/W)

FINAL PLAT FOR

RENAISSANCE AT SOUTH PARK PHASE 4B

FULTON COUNTY, GEORGIA
LAND LOT 26 & 33 DISTRICT 9F
DATE: JANUARY 2, 2022

SHEET 2 OF 7

KEYSTONE LAND SURVEYING
162 E. CROGAN STREET
SUITE F
LAWRENCEVILLE, GEORGIA 30046

GEORGIA REGISTERED No. 3077 LANDSURVEYOR PATRICK F. CAREY
5-1-2022

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

REVISIONS	NO.	DATE	COMMENTS	BY
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FINAL PLAT FOR

RENAISSANCE AT SOUTH PARK PHASE 4B

FULTON COUNTY, GEORGIA
LAND LOT 26 & 33 DISTRICT 9F
DATE: JANUARY 2, 2022

SHEET 3 OF 7

KEYSTONE LAND SURVEYING
162 E. CROGAN STREET
SUITE F
LAWRENCEVILLE, GEORGIA 30046
770.545.8700

GEORGIA REGISTERED No. 3077 LANDSURVEYOR PATRICK F. CAREY
1-2022

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NO.	DATE	COMMENTS	BY
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1" TO 40 FEET

0 40' 80'

1" = 40'

N (GRID GA WEST)

LEGEND

EOP	EDGE OF PAVEMENT (CURB)	
PP	POWER POLE	
R/W	RIGHT OF WAY	
IPF	IRON PIN FOUND (AS DESCRIBED)	
IPS	1/2" REBAR SET	
SW	SIDE WALK	
FH	FIRE HYDRANT	
CB	CATCH BASIN	
MH	MANHOLE	
WM	WATER METER	
WV	WATER VALVE	
GV	GAS VALVE	
GM	GAS METER	
LP	LIGHT POLE	

FINAL PLAT FOR

RENAISSANCE AT SOUTH PARK PHASE 4B

FULTON COUNTY, GEORGIA
LAND LOT 26 & 33 DISTRICT 9F
DATE: JANUARY 2, 2022

SHEET 4 OF 7

KEYSTONE LAND SURVEYING
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NO	DATE	COMMENTS	BY
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1" TO 40 FEET

0 40' 80'

1" = 40'

N (GRID GA WEST)

LEGEND

EOP	EDGE OF PAVEMENT (CURB)
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CB	CATCH BASIN
MH	MANHOLE
WM	WATER METER
WV	WATER VALVE
GV	GAS VALVE
GM	GAS METER
LP	LIGHT POLE

MATCHLINE

NOW OR FORMERLY
RENAISSANCE @ SOUTH PARK
PHASE#1
PLAT BOOK 312 PAGE 48
TAX ID# 09F070000263259

EXISTING BUILDING

AVALON BLVD

BARON ROAD

ADFORD LOOP

PHASE 4A

CASTLE A

FINAL PLAT FOR

RENAISSANCE AT SOUTH PARK
PHASE 4B

FULTON COUNTY, GEORGIA
LAND LOT 26 & 33 DISTRICT 9F
DATE: JANUARY 2, 2022

SHEET 5 OF 7

KEYSTONE
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162 E. CROGAN STREET
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LAWRENCEVILLE, GEORGIA 30046
770.545.8700

GEORGIA REGISTERED No. 3077 LAND SURVEYOR PATRICK F. CAREY 8-11-2022

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1" TO 40 FEET

ZONING CONDITIONS

2008ZM-002 SFC
2006ZM-0024 SFC, 2006VC-0165 SFC
2010ZM-0002 SFC
2010ZM-0008 SFC
2011ZM-0004 SFC
M18-003

PETITION NO. 20027-0124 SFC
2003VC-0229 SFC

APPROVED MIX (MIXED USE) CONDITION
1-TO THE OWNER'S AGREEMENT TO RESTRICT THE USE OF THE SUBJECT PROPERTY AS FOLLOWS:
A. RETAIL, SERVICE COMMERCIAL AND/OR OFFICE AND ACCESSORY USES INCLUDING ALL EXTERIOR FOOD AND BEVERAGE SERVICE AREAS, AT A MAXIMUM DENSITY OF 1C927.94 GROSS SQUARE FEET PER ACRE ZONED OR A TOTAL OF 290,000 SQUARE FEET WHICHEVER IS LESS.
B. NO MORE THAN 1,125 TOWNHOUSES (M18-003)
C. NO LONGER APPLICABLE (M18-003)
D. THE MINIMUM HEATED FLOOR AREA PER DWELLING UNIT SHALL BE A MINIMUM OF 1,100 SQUARE FEET (M18-003)
E. NO LONGER APPLICABLE (M18-003)

2- TO THE OWNER'S AGREEMENT TO ABIDE BY THE FOLLOWING:

A. TO THE REVISED SITE PLAN RECEIVED BY THE COMMUNITY DEVELOPMENT SERVICES DEPARTMENT DATED APRIL 23, 2018. SAID SITE PLAN IS CONCEPTUAL; ANY CHANGES TO THE SITE PLAN MUST BE APPROVED BY THE DIRECTOR OF COMMUNITY DEVELOPMENT SERVICES AND MUST MEET OR EXCEED THE REQUIREMENTS OF THE ZONING RESOLUTION AND THESE CONDITIONS. UNLESS OTHERWISE NOTED HEREIN, COMPLIANCE WITH ALL CONDITIONS SHALL BE IN PLACE PRIOR TO THE ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY.

B. TO COMPLY WITH THE SUBDIVISION REGULATIONS 2003, FULTON COUNTY, GEORGIA.

C. ALL RECREATIONAL AND COMMON AREAS WHICH MAY BE HELD IN COMMON SHALL BE ACCESSIBLE VIA DEDICATED ROADWAYS, EASEMENT, 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.

3- TO THE OWNER'S AGREEMENT TO THE FOLLOWING SITE DEVELOPMENT CONSIDERATIONS:

A. DEVELOPMENT STANDARDS AS FOLLOWS:

PERIMETER BUILDING SETBACKS
FRONT: 30 FEET
SIDE CORNER: 30 FEET
SIDE: 15 FEET
REAR: 20 FEET
PARKING SETBACK: 10 FEET ADJACENT TO PUBLIC RIGHT-OF-WAY OR PROPERTY LINE

PROPOSED INTERIOR SETBACKS TOWNHOUSES
FRONT TO FRONT: 50 FEET
FRONT TO REAR: 50 FEET
REAR TO REAR: 35 FEET
REAR TO SIDE: 15 FEET
FRONT TO SIDE: 25 FEET
SIDE TO SIDE: 14 FEET

B. NO MORE THAN 3 EXIT/ENTRANCES ON SPENCE ROAD (SR 92). CURB CUT LOCATIONS AND ALIGNMENTS ARE SUBJECT TO THE APPROVAL OF THE FULTON COUNTY TRAFFIC ENGINEER. (M18-003)
C. NO MORE THAN 3 EXIT/ENTRANCES ON THE NORTH SIDE AND ONE ON THE SOUTH SIDE OF OAKLEY INDUSTRIAL BOULEVARD. CURB CUT LOCATIONS AND ALIGNMENTS ARE SUBJECT TO THE APPROVAL OF THE FULTON COUNTY TRAFFIC ENGINEER. (M18-003)
D. NO MORE THAN 2 EXIT/ENTRANCES ON PLANTATION ROAD. CURB CUT LOCATIONS AND ALIGNMENTS ARE SUBJECT TO THE APPROVAL OF THE FULTON COUNTY TRAFFIC ENGINEER.
E. INTER-PARCEL ACCESS MUST BE PROVIDED BETWEEN LAND USES WITHIN THE DEVELOPMENT OR AS MAY BE APPROVED BY THE FULTON COUNTY TRAFFIC ENGINEER.
F. TO REDUCE THE RESIDENTIAL BUILDING SEPARATIONS AS FOLLOWS: FRONT TO REAR – 50 FEET; REAR TO REAR – 40 FEET. SIDE TO SIDE – 25 FEET. (2003VC-0029-PART1)
G. TO REDUCE THE 25-FOOT BUFFER AND 10-FOOT IMPROVEMENT SETBACK ADJACENT TO THE OUTPARCEL IN POD 3. (2003VC-0029 SFC, PART2)
H. DELETE THE 10 FOOT LANDSCAPE STRIP ADJACENT TO THE PROPERTY ZONED A-1 (APARTMENT LIMITED) PURSUANT TO 2006Z-0106 SFC. (2006 VC-0165 SFC)
I. PROVIDE A MINIMUM 10-FOOT WIDE LANDSCAPE STRIP PLANTED TO BUFFER STANDARDS BETWEEN THE FUTURE RESIDENTIAL USE OF POD 2 AND THE NON-RESIDENTIAL USE OF POD 6. THE LOCATION OF THE LANDSCAPE STRIP SHALL BE FLEXIBLE BUT MUST VISUALLY SCREEN ALL NON-RESIDENTIAL BUILDINGS, PARKING AND ACCESSORY STRUCTURES LOCATED IN POD 6 FROM THE FUTURE RESIDENTS OF POD 2.

4- TO THE OWNER'S AGREEMENT TO ABIDE BY THE FOLLOWING REQUIREMENTS, DEDICATION AND IMPROVEMENTS:

A. RESERVE FOR FULTON COUNTY ALONG THE NECESSARY PROPERTY FRONTAGE OF THE FOLLOWING ROADWAYS, PRIOR TO THE APPROVAL OF THE LAND DISTURBANCE PERMIT, SUFFICIENT LAND AS NECESSARY TO PROVIDE FOR A COMPLIANCE WITH THE COMPREHENSIVE PLAN. ALL BUILDING SETBACK LIENS SHALL BE MEASURED FROM THE DEDICATION BUT AT NO TIME SHALL A BUILDING BE ALLOWED INSIDE THE AREA OF RESERVATION. ALL REQUIRED LANDSCAPE STRIPS AND BUFFERS SHALL STRADDLE THE STRIP OF BUFFER. AT A MAXIMUM, 10 FEET OF THE REQUIRED LANDSCAPE STRIP OR BUFFER SHALL BE LOCATED OUTSIDE THE AREA OF RESERVATION. ALL REQUIRED TREE PLANTINGS PER ARTICLE 4.23 SHALL BE PLACED WITHIN THE PORTION OF THE LANDSCAPE STRIP OR BUFFER THAT LIES OUTSIDE THE AREA OF RESERVATION.
SPENCE RD. (SR92) – AS MAY BE REQUIRED BY THE GEORGIA DEPARTMENT OF TRANSPORTATION.
B. 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 OAKLEY INDUSTRIAL BOULEVARD;
30 FEET FROM THE CENTERLINE OF PLANTATION ROAD;
30 FEET FROM THE CENTERLINE OF SPENCE ROAD (SR 92).

C. PROVIDE A DECELERATION LANE FOR EACH PROJECT ENTRANCE OR AS MAY BE REQUIRED BY THE FULTON COUNTY TRAFFIC ENGINEER.
D. PROVIDE A LEFT TURN LAND FOR EACH PROJECT ENTRANCE OR AS MAY BE REQUIRED BY THE FULTON COUNTY TRAFFIC ENGINEER.
E. PROVIDE THE FOLLOWING INTERSECTION IMPROVEMENTS AT OAKLEY INDUSTRIAL BOULEVARD AND SPENCE ROAD (SR 92) IN COORDINATION WITH THE SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT INTERSECTION IMPROVEMENT PROJECT:

SIGNALIZE THE INTERSECTION;
CONSTRUCT A NORTHBOUND LEFT-TURN LANE AND A SOUTHBOUND RIGHT-TURN LANE ALONG SPENCE RD. (SR 92);
CONSTRUCT A SOUTHBOUND LEFT-TURN LANE AND A NORTHBOUND RIGHT-TURN LANE ALONG SPENCE ROAD;
CONSTRUCT A WESTBOUND LEFT-TURN LANE AND AN EASTBOUND RIGHT-TURN LANE ALONG OAKLEY INDUSTRIAL BOULEVARD;
CONSTRUCT AND EASTBOUND LEFT-TURN LANE AND A WESTBOUND RIGHT-TURN LANE ALONG OAKLEY INDUSTRIAL BOULEVARD;
F. PROVIDE THE FOLLOWING INTERSECTION IMPROVEMENTS AT OAKLEY INDUSTRIAL BOULEVARD AND PLANTATION ROAD:
CONSTRUCT A SOUTHBOUND LEFT-TURN LANE AND A SOUTHBOUND RIGHT-TURN LANE ALONG OAKLEY INDUSTRIAL BOULEVARD;
CONSTRUCT AND EASTBOUND RIGHT-TURN LANE ALONG PLANTATION ROAD
G. PROVIDE A TRAFFIC IMPACT MITIGATION PLAN TO REDUCE THE NUMBER OF VEHICULAR TRIPS GENERATED BY THE DEVELOPMENT TO THE FULTON COUNTY TRAFFIC ENGINEER AT THE CONCEPT REVIEW PHASE
H. PLANTATION ROAD MUST BE PAVED FROM OAKLEY INDUSTRIAL BOULEVARD TO HARRIS ROAD.

5- TO THE OWNER'S AGREEMENT TO ABIDE BY THE FOLLOWING;

A. TO CONTACT THE DIRECTOR OF PUBLIC WORKS, PRIOR TO THE APPLICATION FOR LAND DISTURBANCE PERMIT WITH THE DEPARTMENT OF ENVIRONMENT AND COMMUNITY DEVELOPMENT, TO MEET WITH THE FULTON COUNTY TRAFFIC ENGINEER. A SIGNED COPY OF THE RESULTS OF THESE MEETING WILL BE REQUIRED TO BE SUBMITTED ALONG WITH THE APPLICATION FOR A LAND DISTURBANCE PERMIT.
B. PRIOR TO THE APPLICATION FOR A LAND DISTURBANCE PERMIT WITH THE DEPARTMENT OF ENVIRONMENT AND COMMUNITY DEVELOPMENT, ARRANGE 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 THE RESULTS OF THESE MEETINGS WILL BE REQUIRED TO BE SUBMITTED ALONG WITH THE APPLICATION FOR A LAND DISTURBANCE PERMIT.
C. PRIOR TO THE APPLICATION FOR A LAND DISTURBANCE PERMIT (LDP) WITH THE DEPARTMENT OF ENVIRONMENT AND COMMUNITY DEVELOPMENT, THE DEVELOPER/ENGINEER SHALL CONTACT THE PUBLIC WORKS DEPARTMENT, WATER SERVICE DIVISION AND ARRANGE TO MEET WITH THE FULTON COUNTY DRAINAGE ENGINEER ON SITE.
D. THE ENGINEER/DEVELOPER IS REQUIRED TO SUBMIT ALONG WITH THE APPLICATION FOR A LDP SIGNED DOCUMENTATION VERIFYING THE STORM WATER CONCEPT PLAN APPROVAL.
E. PROVIDE AT THE LDP APPROVAL DOCUMENTATION (SUCH AS CROSS-SECTION, PROFILE, ETC.) DESCRIBING ALL EXISTING NATURAL STREAMS, CREEKS, OR DRAWS GEOMETRY WITHIN THE PROPOSED DEVELOPMENT BOUNDARY AND PROVIDE THE APPROPRIATE BANK EROSION PROTECTION FOR THE CONVEYANCE SYSTEM AFTER DEVELOPMENT.
F. THE DEVELOPER/ENGINEER IS RESPONSIBLE TO DEMONSTRATE TO THE COUNTY BY ENGINEERING ANALYSIS AT THE LDP APPLICATION THAT THE PROPOSED DEVELOPMENT SURFACE WATER RUNOFF CONDITIONS: ARE CONTROLLED AT THE MINIMUM PREDEVELOPMENT LEVEL SO THAT DOWNSTREAM CONVEYANCE SYSTEMS WILL NOT BE IMPACTED, DO NOT AGGRAVATE EXISTING FLOODING OR DRAINAGE PROBLEMS, AND DO NOT CREATE NEW FLOODING OR DRAINAGE PROBLEMS OFF-SITE.
G. PRIOR TO THE APPLICATION FOR LAND DISTURBANCE PERMIT, THE DEVELOPER/ENGINEER SHALL SUBMIT TO THE DEPARTMENT OF PUBLIC WORKS, SURFACE WATER MANAGEMENT SECTION, A PROJECT STORMWATER CONCEPT PLAN. THIS CONCEPT PLAN SHALL INCLUDE A PRELIMINARY DRAWING DESCRIBING THE PROPOSED LOCATION OF THE PROJECT SURFACE WATER QUALITY AND QUANTITY FACILITIES/BEST MANAGEMENT PRACTICES (BMP'S), THE EXISTING DOWNSTREAM OFF-SITE DRAINAGE CONVEYANCE SYSTEM THAT THE PROPOSED DEVELOPMENT RUNOFF WILL IMPACT, AND THE DISCHARGE PATH(S) FROM THE FACILITIES/BMP'S OUTLET(S) THROUGH THE OFFSITE DRAINAGE SYSTEM TO THE APPROPRIATE RECEIVING WATERS. AS PART OF THE CONCEPT PLAN, A PRELIMINARY CAPACITY ANALYSIS SHALL BE PERFORMED ON THE IDENTIFIED OFFSITE DRAINAGE SYSTEM TO IDENTIFY THE CAPACITY OF ALL POINTS OF CONSTRAINT (PIPES, CULVERTS, ETC.) THE POINT IN THE STREAM CHANNEL WHERE 25 YEAR STORM PEAK FLOW IS THE GREATEST PERCENTAGE OF THE CHANNEL CAPACITY, AND THE IMPACT OF POST DEVELOPED FLOWS ON THESE POINTS. THE CRITICAL CAPACITY POINTS SHALL BE SELECTED BASED UPON THE ENGINEERS' PROFESSIONAL JUDGEMENT AND LIMITED FIELD SURVEY DATA.
H. THE DEVELOPER/ENGINEER IS RESPONSIBLE TO CONCEPTUALLY DESCRIBE TO THE COUNTY AT THE STORM WATER CONCEPT PLAN APPROVAL PHASE POST DEVELOPMENT STRUCTURAL BEST MANAGEMENT PRACTICES (BMP'S) TO BE UTILIZED TO REDUCE SURFACE WATER POLLUTION IMPACT ASSOCIATED WITH THE PROPOSED DEVELOPMENT. THE DETAILED ENGINEERING ANALYSIS AND SPECIFICATION OF BMP'S SHALL BE INCLUDED AS PART OF THE LDP STORM WATER SUBMITTAL
I. 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 ANY STORM WATER MANAGEMENT FACILITY SHALL MIMIC PRE-DEVELOPMENT SHEET FLOW CONDITIONS AND SHALL AS A MINIMUM UTILIZE A LEVEL SPREADER AS DESCRIBED IN FULTON COUNTY STORM WATER MANAGEMENT STORM DRAINAGE DESIGN AND CRITERIA MANUAL, DECEMBER 2000*

J. AT THE CONCEPT REVIEW STAGE PROVIDE INFORMATION ON THE STRUCTURAL BEST MANAGEMENT PRACTICES (BMP'S) THAT WILL BE USED TO REMOVE POLLUTANTS, SUCH AS ORGANIC MATTER, OIL AND GREASE FROM PARKING LOT SURFACE WATER RUNOFF LEAVING THE SITE. AN ASSESSMENT OF THE USE OF ABSORPTIVE FILTER CATCH BASIN INSERTS SHALL BE PROVIDED, AND SELECTED BMP'S SHALL BE DESCRIBED AND LOCATED ON THE STORM WATER CONCEPT PLAN.

6- PER THE GEORGIA REGIONAL TRANSPORTATION AUTHORITY (GRTA) DEVELOPMENT OF REGIONAL IMPACT REVIEW (DRI), TO THE OWNER'S AGREEMENT TO ABIDE BY THE FOLLOWING:

A. PROVIDE A MINIMUM OF 200,000 SQUARE FEET OF COMMERCIAL SPACE.
B. SITE ACCESS – POD 1 SHALL HAVE A MAXIMUM OF TWO SITE ACCESS DRIVES. ONE OF THE DRIVES SHALL ALIGN WITH THE SHARED DRIVE AT POD 3 AND POD 4. POD 4 SHALL HAVE A MAXIMUM OF ONE SITE ACCESS DRIVE ON OAKLEY INDUSTRIAL BOULEVARD. DRIVE SHALL BE SHARED WITH POD 3. POD 5 SHALL NOT HAVE A SITE ACCESS DRIVE ON OAKLEY INDUSTRIAL BOULEVARD. POD 6 SHALL NOT HAVE A SITE ACCESS DRIVE ON OAKLEY INDUSTRIAL BOULEVARD EXCEPT BY WAY OF A SHARED DRIVE WITH POD 2.
C. ROAD CONNECTIVITY – PROVIDE A VEHICULAR CONNECTION BETWEEN POD 1 AND POD 2 AS SHOWN ON SITE PLAN. PROVIDE A VEHICULAR CONNECTION BETWEEN POD 1 AND SENOIA ROAD BY WAY OF A SYSTEM OF PRIVATE DRIVES AS SHOWN ON THE SITE PLAN.
D. PARKING FACILITIES – PROVIDE A MINIMUM OF TWENTY-FIVE COMMUTER RIDESHARE SPACES IN POD 1.
E. PEDESTRIAN FACILITIES – PROVIDE SIDEWALKS ALONG OAKLEY INDUSTRIAL BOULEVARD, PLANTATION ROAD, AND SPENCE ROAD FOR THE ENTIRE SITE FRONTAGE. PROVIDE SIDEWALKS ON BOTH SIDES OF SITE ACCESS DRIVES.
F. THE FOLLOWING IMPROVEMENTS ARE REQUIRED ON AND ADJACENT TO NON-STATE ROUTES:
OAKLEY INDUSTRIAL BOULEVARD @ SPENCE ROAD
*SIGNALIZE THE INTERSECTION.
*PROVIDE A NORTHBOUND LEFT-TURN LANE.
*PROVIDE A SOUTHBOUND LEFT-TURN LANE

OAKLEY INDUSTRIAL BOULEVARD @ PLANTATION ROAD
*CONSTRUCT A SOUTHBOUND LEFT-TURN LANE ALONG OAKLEY INDUSTRIAL BOULEVARD.
*CONSTRUCT A WESTBOUND RIGHT TURN LANE ALONG PLANTATION ROAD.

7- PROPOSED CONDITIONS RELATED TO ALTERING SITE PLAN AFTER GRATE NOTICE OF DECISION: THE ONSITE DEVELOPMENT WILL BE CONSTRUCTED MATERIALLY (SUBSTANTIALLY) IN ACCORDANCE WITH THE SITE DEVELOPMENT PLAN DATED JUNE, 2003 AND RECEIVED BY GRTA ON JUNE 10, 2003, PREPARED BY PBS&J TITLED "SOUTH PARK" AND THE ANALYSIS PREPARED BY PBS & J, DATED MAY 23, 2003 AND RECEIVED BY GRTA ON MAY 27, 2003. CHANGES TO THE SITE PLAN WILL NOT BE CONSIDERED MATERIAL OR SUBSTANTIAL SO LONG AS THE FOLLOWING CONDITIONS ARE INCLUDED AS PART OF ANY CHANGES:

A. ALL OF THE "CONDITIONS TO GRTA NOTICE OF DECISION" SET FORTH IN ATTACHMENT A (RECOMMENDED CONDITION 6) ARE SATISFIED
B. ALL OF THE "ROADWAY IMPROVEMENT AS CONDITIONS TO GRTA NOTICE OF DECISION" SET FORTH IN ATTACHMENT A (RECOMMENDED CONDITION 6) ARE SATISFIED.

ZONING CONDITIONS

PETITION NO. 2010ZM-002 SFC, SPENCE ROAD
CASE NO 2010ZM-002 FC SPENCE ROAD

THE BOARD OF COMMISSIONERS APPROVED THE FOLLOWING MODIFICATION ON MARCH 3, 2010 THE CONDITIONS FOR PETITION 2002Z-0124 SFT SHALL BE REVISED TO READ AS FOLLOWS:

1. TO THE OWNER'S AGREEMENT TO RESTRICT THE USE OF THE SUBJECT PROPERTY AS FOLLOWS:

A. N/A
B. NO MORE THAN 1,125 TOWNHOUSES (M18-003)
C. N/A
D. THE MINIMUM HEATED FLOOR AREA PER DWELLING UNIT SHALL BE A MINIMUM OF 1,100 SQUARE FEET (M18-003)

2. TO THE OWNER'S AGREEMENT TO ABIDE BY THE FOLLOWING:

A. N/A (M18-003)

3. TO THE OWNER'S AGREEMENT TO THE FOLLOWING SITE DEVELOPMENT CONSIDERATIONS:
A. DEVELOPMENT STANDARDS AS FOLLOWS:
PERIMETER BUILDING SETBACKS
FRONT = 30 FEET
SIDE CORNER = 30 FEET
SIDE: 15 FEET
REAR: 20 FEET
PARKING SETBACK: 10 FEET ADJACENT TO PUBLIC RIGHT-OF-WAY OR PROPERTY LINE
PROPOSED INTERIOR SETBACKS
TOWNHOUSES
FRONT TO FRONT: 50 FEET
FRONT TO REAR: 50 FEET
REAR TO REAR: 35 FEET
REAR TO SIDE: 15 FEET
FRONT TO SIDE: 25 FEET
SIDE TO SIDE: 14 FEET

SINGLE FAMILY
N/A

FINAL PLAT FOR

RENAISSANCE AT SOUTH PARK PHASE 4B

FULTON COUNTY, GEORGIA
LAND LOT 26 & 33 DISTRICT 9F
DATE: JANUARY 2, 2022

SHEET 6 OF 7

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PATRICK F. CAREY, GA R.L.S. #3077

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Plat Book 451 Page 149
CATHELENE ROBINSON
Clerk of Superior Court

0 80' 160'
1" = 80'

1" TO 80 FEET

PHASE 4A

FINAL PLAT FOR

RENAISSANCE AT SOUTH PARK PHASE 4B

FULTON COUNTY, GEORGIA
LAND LOT 26 & 33 DISTRICT 9F
DATE: JANUARY 2, 2022

SHEET 7 OF 7

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khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of A Resolution Declaring September 19 Through September 23, 2022 Minority Business Opportunity Week In The City Of South Fulton, Georgia

DATE: August 23, 2022

SUBJECT: Request Council Approval of A Resolution Declaring September 19 Through September 23, 2022 Minority Business Opportunity Week In The City Of South Fulton, Georgia

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minority Business Week Resolution 7-7-22	Cover Memo	8/20/2022
COSF Memorandum FIS Minority Business Week Resolution	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2022-_____**

A RESOLUTION DECLARING SEPTEMBER 19TH THROUGH SEPTEMBER 23RD, 2022, MINORITY BUSINESS OPPORTUNITY WEEK IN THE CITY OF SOUTH FULTON, GEORGIA; AND FOR OTHER PURPOSES.

(Sponsored by Mayor khalid)

WHEREAS, Georgia Minority Supplier Development Council is the state of Georgia's leading advocacy organization for small business development and supplier diversity; and

WHEREAS, their primary focus is to certify Minority Business Enterprise firms, help them prepare to engage global supply chains, and then facilitate partnerships with corporations and governments in need of their good and services; and

WHEREAS, since its inception in 1976, the Georgia Minority Supplier Development Council continues to illuminate the path for small business development and supplier diversity organizations; and

WHEREAS, The Georgia Minority Supplier Development Council endeavors to guide over 800 certified Minority Business Enterprise firms headquartered in Georgia and reshapes their presence in phenomenal expansion serving over 400 corporations; and

WHEREAS, The Georgia Minority Supplier Development Council supports Minority Business Enterprise firms by creating jobs that generate billions of dollars in revenue, and strengthens the bonds between sustainable enterprises; and

WHEREAS, The Georgia Minority Supplier Development Council extends its reach to provide certification, host events, and foster educational programs. These ventures ignite growth, success, and long-term sustainability; and

WHEREAS, On September 19 through 23, 2022, the Georgia Minority Supplier Development Council will host its Quarterly Business Opportunity Exchange to stimulate opportunities that explore innovative minority business practices that spark connections between corporate and government entities.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council recognizes the Georgia Minority Supplier Development Council for being a beacon of unwavering leadership, advocacy, and triumph for minority businesses, and do hereby proclaim the week of September 19 through 23, 2022 as the **MINORITY BUSINESS OPPORTUNITY WEEK** in the City of South Fulton.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: August 16, 2022

SUBJECT: Minority Business Week Resolution

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to declare September 19th through September 23rd, 2022, Minority Business Opportunity week in the City of South Fulton, Georgia.

FINANCIAL IMPACT

The resolution as written would not have a financial impact on the FY22 budget.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval to enter into an Interconnection Agreement with Greystone Power Corporation to install solar panels at Fire Station # 6 at 6720 Cedar Grove Rd Fairburn, Georgia. RFP 22-001 Supply and Installation of Solar Battery at Fire Station # 6 was released on 01/15/2021. Ecolectric, LLC was awarded the contract as the lowest most responsive and responsible vendor and approved by council on March, 22, 2022. Greystone Power requires an interconnection agreement to install, operate and maintain a distributed generation facility as defined in the Cooperatives Distributed Generation Policy. No cost agreement.

DATE: August 23, 2022

SUBJECT: Request Council Approval to enter into an Interconnection Agreement with Greystone Power Corporation to install solar panels at Fire Station # 6 at 6720 Cedar Grove Rd Fairburn, Georgia. RFP 22-001 Supply and Installation of Solar Battery at Fire Station # 6 was released on 01/15/2021. Ecolectric, LLC was awarded the contract as the lowest most responsive and responsible vendor and approved by council on March, 22, 2022. Greystone Power requires an interconnection agreement to install, operate and maintain a distributed generation facility as defined in the Cooperatives Distributed Generation Policy. No cost agreement.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenda Item- Greystone Power Interconnect agreement	Cover Memo	8/22/2022

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*		8/19/22
☑ **Assistant City Manager** Complies with operational processes and guidelines.		8-19-22
☐ **Finance Director** *Funds are available and complies with fiscal guidelines.*		
☐ **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*		
☐ **Human Resources Director** *Complies with HR policies and procedures; positions are budgeted*		
☐ **Public Safety** *Complies with Division/programmatic processes. Specify Fire or Police*		
☑ **Public Works Director** *Complies with Division/programmatic processes*	DV	8/18/22
☑ **Other (Clerk's Office, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area*	CA	8/22/22
☐ **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:

Tamu Saddler Jones — 8/19/2022

City Manager's Signature **Date**

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/18/2022

Requesting Department	**Council District(s) Affected**
Public Works	District 4

Requested Action

Request Council Approval to enter into an Interconnection Agreement with Greystone Power Corporation to install solar panels at Fire Station # 6 at 6720 Cedar Grove Rd Fairburn, Georgia

Requirements for Council Action (City specific Council policy, statute or code requirement)

Requesting council approval to authorize staff to enter into an Agreement with Greystone Power Coorporation to interconnect with the Cooperative' s electric distribution system to install Solar Panels at Fire Station # 6 at 6720 Cedar Grove Rd Fairburn, Georgia.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

RFP 22-001 Supply and Installation of Solar Battery at Fire Station # 6 was released on 01/15/2021. Ecolectric, LLC was awarded the contract as the lowest most responsive and responsible vendor and approved by council on March, 22, 2022. Greystone Power requres an interconnection aggreeemnt to install, operate and mantain a distributed generation facility as defined in the Cooperatives Distribted Generation Policy.

Funding Source (if applicable)

Not Applicable

Financial Impact (if applicable)

Not Applicable

Financial Impact Statement Received Yes ☐ No ☑
Legislative Process Complete Yes ☐ No ☐

Department Director Approval		**Finance Director Approval**
Public Works	8/18/22	

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
	8/19/22	Tammy Taddeo Jones 8/19/2022

Appendix A

DISTRIBUTED GENERATION FACILITY INTERCONNECTION AGREEMENT

GreyStone Power Corporation

DISTRIBUTED GENERATION FACILITY INTERCONNECTION AGREEMENT

This Agreement made August, 2022, between GreyStone Power Corporation (hereinafter called "Cooperative"), and City of South Fulton located at 6720 Cedar Grove Rd. Fairburn, Georgia (hereinafter called the "Customer Generator"),

W I T N E S S E T H:

WHEREAS, the Cooperative is an electric membership corporation providing retail electric service; and

WHEREAS, the Customer Generator is a member of the Cooperative; and

WHEREAS, the Customer Generator desires to install, own, operate and maintain a distributed generation facility as defined in the Cooperative's Distributed Generation Policy; and

WHEREAS, the Customer Generator desires to interconnect with the Cooperative's electric distribution system (hereinafter called "System") of the Cooperative and has complied with the provisions for interconnection contained in the Cooperative's Distributed Generation Policy; and

WHEREAS, the Customer Generator desires to operate its generation equipment in parallel with the Cooperative's System.

NOW THEREFORE, it is understood and agreed that the Cooperative shall permit the Customer Generator to connect its generation system to the System and to operate its generation equipment in parallel with the System subject to the following terms and conditions:

1. COST OF INTERCONNECTION AND PROTECTIVE EQUIPMENT:

The Customer Generator shall be responsible for all costs of installing, testing, operating and maintaining protective equipment and/or electrical facilities required to interconnect the Customer's generation equipment with the System and for providing net metering service. For Customer Generator, generation equipment exceeding 10 kW capacity, the Customer Generator shall be responsible for the cost of all modifications necessary as determined by the Cooperative to maintain utility system integrity.

2. OPERATING LIMITS:

Operation of Customer Generator-owned parallel generating equipment shall not compromise the quality of electric service to other members on the System. The Customer Generator's parallel generating equipment shall meet the following minimum requirements:

a) Voltage

The Customer Generator shall be capable of operating its generating equipment at a voltage level of plus/minus 6% of nominal system voltage. Utility grade negative sequence/under-voltage relaying shall be used to trip the equipment off the line for negative excursions exceeding 8.25% of nominal for a maximum duration of six electrical cycles. Positive excursions exceeding 10% of nominal voltage shall cause the equipment to trip off line. Voltage regulating equipment shall maintain stable excitation levels with negligible hunting (less than 2% of nominal phase current).

b) Flicker

Parallel operation of the generating equipment shall not cause voltage flicker in excess of 2% of nominal line voltage as measured at the primary terminals of the Customer Generator's generator interface transformer.

c) Frequency

While operating in parallel with the System, the Customer Generator must provide a utility grade precision over/under frequency relay calibrated to trip for frequency excursions exceeding plus/minus 0.25 Hz for greater than 10 electrical cycles on a 60 Hz base.

d) Power Factor

Customer Generator-owned generation shall employ automatic means of reactive power regulation while operating in parallel with the System. The Customer Generator's generating equipment shall be capable of operation within the range of 0.8 lagging to 0.8 leading power factor as required by the Cooperative.

e) Harmonics

Harmonic distortion shall be in compliance with IEEE 1547.

f) Stability

While operating in parallel with the System, the Customer Generator's generating equipment shall maintain a stable output level with no noticeable hunting exhibited. In the event a system instability condition arises due to Customer Generator-owned generation, it is the Customer Generator's responsibility to take measures to rectify the source of instability.

3. GENERATOR INTERFACE TRANSFORMER:

The generator interface transformer is intended to provide isolation of the Customer Generator's generating equipment from the System. The inherent impedance of the transformer will minimize the impact on the System due to faults originating at the Customer Generator's generation equipment. This transformer may consist of an existing transformer serving the Customer Generator's loads or a dedicated transformer dictated by generator or prevailing system characteristics. The Cooperative determines interface transformer specifications and the determination of ownership of said transformer shall be at the Cooperative's option.

4. GENERATOR PARALLELING BREAKER:

It is required on systems exceeding 10 kW capacity that a generator-paralleling breaker be of draw-out construction, electrically operated, and rated as a five electrical cycle device for fault clearing or tripping.

5. SYNCHRONIZATION:

It is the Customer Generator's responsibility to provide proper synchronizing of its parallel generating equipment. The Cooperative assumes no liability for any Customer Generator-owned generation and assumes that the Customer Generator operates its equipment at its own risk. Synchronizing equipment shall be capable of matching frequency within plus/minus 0.05 Hz and plus/minus 10 electrical degrees phase angle prior to paralleling breaker closure. Voltage shall be matched within plus/minus 4%.

6. SAFETY:

a) Operation of Customer Generator-owned generation equipment shall not present a safety hazard to the Cooperative employees or other members connected to the System or the public at large. Under no circumstances shall the Customer Generator-owned generation be used or be capable of energizing a dead System

circuit. A positive means of disconnecting and locking out the Customer Generator-owned generation equipment with visible air-gap shall be provided to insure safety of Cooperative operating personnel during line maintenance. This disconnecting means may be via a lockable air-break disconnect or by a lockable drawout circuit breaker. Islanding of the Customer Generator-owned generation (a situation whereby the Customer Generator's loads and generation remains connected to the bus) shall be prevented by protective relaying specified by the Cooperative based on individual review of the Customer Generator's proposed generating system.

b) It is not the intent of this document to specify protection of the Customer Generator's generator. Protection of the Customer Generator's generating equipment is the responsibility of the Customer Generator and the Cooperative assumes no liability for damage or failure of the Customer Generator's generation equipment.

c) The Customer Generator must provide verification that a qualified independent electrical engineer licensed to practice in Georgia has certified that the required manual disconnect switch has been installed properly; that the distributed generation facility has been installed in accordance with the manufacturer's specifications; and that the installation meets all applicable safety, power quality, and interconnection requirements established by the National Electrical Code, the National Electrical Safety Code and the Institute of Electrical and Electronics Engineers;

d) The Customer Generator must provide verification that the vendor has certified that the distributed generation facility which has been installed is in compliance with the requirements established by Underwriters Laboratories or other national testing laboratories;

e) Prior to the initial interconnection of the Customer Generators' distributed generation facility to the Cooperative's distribution system, the Customer Generator will submit to the Cooperative a copy of the signed jurisdictional approval (PERMIT) for Customer Generator's distributed generation facility from the local government entity with jurisdiction over the Customer Generator's distributed generation facility (generally the local building and inspections department).

f) In the case of static inverter-connected renewable fuel generators with an alternating current capacity in excess of 10 kilowatts, the Customer Generator must have the inverter settings inspected by the Cooperative. The Cooperative may impose a fee on the Customer Generator of no more than $50 for such inspection;

g) In the case of non-static inverter-connected renewable fuel generators, the Customer Generator must interconnect according to the Cooperative's interconnection guidelines and the Cooperative must inspect all protective equipment settings. The Cooperative may impose a fee on the Customer Generator of no more than $50 for such inspection.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION:

Notwithstanding any other provision in this Agreement, with respect to the Cooperative's provision of electric service to Customer Generator and the services provided by the Cooperative pursuant to this Agreement, the Cooperative's liability to Customer Generator shall be limited as set forth in accordance with this paragraph.

For the purposes of this Agreement, a Force Majeure event is any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to

prevent or provide protection against by exercising reasonable diligence, including the following events or circumstances, but only to the extent that they satisfy the preceding requirements: acts of war, public disorder, legal cease and desist orders, rebellion or insurrection; floods, hurricanes, earthquakes, lighting, storms or other natural calamities; explosions or fires; strikes, work stoppages or labor disputes; embargoes; and sabotage. If a Force Majeure event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing and will keep the other Party informed on a continuing basis as to the scope and duration of the Force Majeure event. The affected Party will specify the circumstances of the Force Majeure event, its expected duration and the steps that the affected Party is taking to mitigate the effect of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement but will use reasonable efforts to resume its performance as soon as possible. ALL PROVISIONS NOTWITHSTANDING, IN NO EVENT SHALL THE COOPERATIVE BE LIABLE TO THE CUSTOMER GENERATOR FOR ANY INTEREST, LOSS OF ANTICIPATED REVENUE, EARNINGS, PROFITS, OR INCREASED EXPENSE OF OPERATIONS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OF CUSTOMER GENERATOR'S PREMISES OR FACILITIES FOR ANY INDIRECT, INCIDENTIAL, OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED, IN WHOLE OR PART, TO THIS AGREEMENT. The Cooperative shall not be liable in any event for consequential damages.

The Customer Generator shall assume all liability for and shall indemnify the Cooperative and its members, trustees, directors, officers, managers, employees, agents, representatives, affiliates, successors and assigns for and shall hold them harmless from and against any claims, losses, costs, and expenses of any kind or character to the extent that they result from the Customer Generator's design, construction, installation, operation or maintenance of the Facilities or Interconnection Facilities. Such indemnity shall include, but is not limited to, financial responsibility for (a) monetary losses; (b) reasonable costs and expenses of defending an action or claim; (c) damages related to death or injury; (d) damages to property; and (e) damages for the disruption of business.

The Cooperative and Customer Generator shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines, wires, switches, or other equipment or property on their respective sides of the point where the electric energy first leaves the wires or facilities owned by the Cooperative and enters the wires or facilities provided by the Customer Generator (the "Point of Interconnection"). The Cooperative does not assume any duty of inspecting the Customer Generator's lines, wires, switches, or other equipment or property. The Customer Generator assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith, at or beyond the Point of Interconnection.

8. INSURANCE:

The Customer Generator agrees to take out and maintain throughout the term of this Agreement adequate liability insurance and, if applicable, worker's compensation and employer's liability, as required by law, covering all the Customer Generator's employees or representatives who perform any obligations of the Customer Generator set forth herein.

a. The Cooperative shall be named as an Additional Insured on all the Customer Generator's policies of insurance.

b. A current certification of the Customer Generator's insurance policies with the Cooperative being named as an Additional Insured must be on file with the Cooperative at all times. The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Cooperative. The Customer Generator shall furnish the Cooperative a certificate evidencing compliance with

the foregoing requirements within the first 30 days of each insurance policy renewal term, and shall provide not less than 30 days prior written notice to the Cooperative of any cancellation or material change in the insurance

9. TESTING:

The Customer Generator shall retain a qualified independent electrical engineer licensed to practice in Georgia to maintain and annually test system protective relaying for the Customer Generator's generating equipment. Upon demand, the Customer Generator shall produce records of testing and relay setting sheets for review by the Cooperative.

The Customer Generator shall verify proper tripping and lockout of the generator system for all defined faults as determined by the Cooperative during final review of system relay requirements. Failure to maintain records will be grounds for refusal of permission to operate parallel generating equipment. Under no circumstances shall parallel generating equipment be operated with inoperative or defective protective relays. The Cooperative at the expense of the Customer Generator will perform testing and maintenance of the inter-tie package.

10. ACCESS:

The Cooperative shall have access at all times to the Customer Generator's premises for the purpose of metering reading and performing operations and maintenance activities. The Cooperative reserves the right, but not the obligation, to inspect the Customer Generator's distributed generation facility.

11. COMPLIANCE PROCEDURE:

The Cooperative reserves the right to automatically or manually disconnect the Customer Generator's distributed generation facility without prior notice whenever, at the Cooperative's sole discretion, the Customer Generator is deemed by the Cooperative to not be in compliance with the minimum interconnection requirements as specified via this Agreement. The interconnection will remain open until corrective action is taken and suitable testing is completed.

12. INTERCONNECTION AND NET METERING CHARGES:

The Cooperative shall install, own and operate metering equipment that it deems necessary to permit an accurate determination of the quantity of energy delivered by the Cooperative to the Customer Generator and the quantity of energy generated and delivered by the Customer Generator to the Cooperative's distribution system. The Customer Generator shall pay the Cooperative for the costs incurred by the Cooperative to provide the interconnection of the Customer Generator's distributed generation facility to the Cooperative's distribution system and to provide net metering service, in accordance with the rates, terms and conditions of the Cooperative's Schedule "D2-2" Distributed Generation Service attached to and made a part of this Agreement.

13. TERM:

This Agreement shall become effective on the date first above written and shall remain in effect until terminated by either party giving to the other thirty (30) days' written notice; provided, however, the Cooperative may also terminate this Agreement by giving thirty (30) days' written notice to the Customer Generator upon any breach of this Agreement by the Customer Generator or upon failure of the Customer Generator's distributed generation facility to generate energy in parallel with the Cooperative's distribution system for six (6) consecutive months.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement all as of the day and year first above written.

ATTEST:

_____

GreyStone Power Corporation

_____ By: _____

Title

ATTEST:

_____

Customer Generator

_____ By: _____

Title

Appendix B
Schedule "DG-2"
Distributed Generation Service

GREYSTONE POWER CORPORATION

SCHEDULE "DG-2"
DISTRIBUTED GENERATION SERVICE

Effective Billing Rendered October 1, 2021

AVAILABILITY:

Available in all territory served by the Corporation, in accordance with the Corporation's Service Rules and Regulations.

PURPOSE:

The purpose of this rider is to establish the methods and procedures for determining credits, payments, and charges applicable to any Distributed Generation Facility, as that term is defined in the Cooperative 's Distributed Generation Policy.

APPLICABILITY:

This rider applies to any member who operates a Distributed Generation Facility. The installation, interconnection and operation of a Distributed Generation Facility shall be governed by and in compliance with the Cooperative's Distributed Generation Policy; provided, however, that the Cooperative will only be required to purchase energy as specified in Code Section 46-3-55 from Distributed Generation Facilities on a first-come, first-served basis until the aggregate capacity rating of all Distributed Generation Facilities equals 0.2 percent of the Cooperative's annual peak demand in the previous year.

DEFINITIONS:

Capitalized terms used in this rider shall have the meaning ascribed to such term in the Cooperative's Distributed Generation Policy unless the context clearly indicates otherwise.

CONDITIONS OF SERVICE:

1. There must be a written Distributed Generation Facility Interconnection Agreement between the Cooperative and the member.
2. The member must have met all the conditions of interconnection contained in the Cooperative's Distributed Generation Policy.

TYPES OF METERING:

Metering will be accomplished using:

1. Bi-directional metering for Distributed Generation Facilities interconnected on the member 's side of the retail service meter, or
2. Single directional metering for Distributed Generation Facilities interconnected with the Cooperative's distribution system on the Cooperative's side of the retail service meter.

DISPOSITION OF ENERGY:

The disposition of energy produced by a Distributed Generation Facility shall depend upon the type of metering that is installed. For those Distributed Generation Facilities for which a Bi-Directional Meter is installed, one register shall measure the energy at all times that energy is delivered to the member (i.e., when the member's load exceeds the generation from the Distributed Generation Facility) and another register shall measure the energy at all times that energy is received from the member (i.e., when the generation from the Distributed Generation Facility exceeds the member's load). For each Billing Period, and regardless of the metering type, the total energy delivered to the member shall be billed under the regular retail rate applicable to the member, as provided in the Rates and Charges for Services Section below, and the total energy received from the member shall be purchased by the Cooperative at the Purchase Rate, as provided in the Purchase Rate Section below.

RATES AND CHARGES FOR SERVICE:

Each member with a Distributed Generation Facility shall be charged for electric service under the rate schedule which would otherwise be applicable if the member did not have a Distributed Generation Facility for all energy delivered to the member during the Billing Period. In addition, each member with a Distributed Generation Facility may pay a monthly service charge based upon the direct costs to the Cooperative associated with interconnecting the member's Distributed Generation Facility and with the provision of and administration of Distributed Generation Services. Said monthly service charge may include the following:

1. A Facilities Charge based on the total incremental cost of all facilities installed by the Cooperative necessary to accommodate the Distributed Generation Facility, including transformers, protective devices, metering equipment, controls, and monitoring equipment times the Cooperative's Facilities Charge factor as described in the Facilities Charge Section.
2. Monthly administrative charge to recover incremental administrative expenses (if any) for Distributed Generation Facilities.

PURCHASE RATE:

The rate paid for energy received from the Distributed Generation Facility shall be based upon the Cooperative's estimated average annual avoided cost of energy. The average annual avoided cost of energy shall be updated at a frequency approved by the Board of Directors. The avoided cost for energy as of the effective date of this Rider shall be applied as follows:

$.02855 per kWh

The rates as quoted herein may be adjusted at any time in the sole discretion of the Cooperative, to reflect the Cooperative's current avoided cost of energy.

FACILITIES CHARGE:

The Facilities Charge shall be a percentage factor that includes components for the recovery of operations and maintenance expense, administrative and general expense, taxes, depreciation, and the cost of capital which are all associated with owning and operating the utility plant necessary for interconnection and for the provision of Distributed Generation service pursuant to this Rider. The Facilities Charge may be modified at any time by the Cooperative to reflect prevailing costs.

TERM OF SERVICE:

The term of service under this rider shall be the same as that under the Distributed Generation Facility Interconnection Agreement. This agreement shall remain in effect until such time as the member utilizing the Distributed Generation Facility is no longer fiscally responsible for electric service at the premises specified in the Distributed Generation Facility Interconnection Agreement.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	Request to drawdown $87,000 from the reserves in the Confiscated Asset Account to amend Fund #210 - Confiscated Asset Fund for the purchase of a 2022 Ford F150 Truck and outfitting, equipment, graphics for Explosives and Firearms K9 and Handler.
DATE:	August 23, 2022
SUBJECT:	Request to drawdown $87,000 from the reserves in the Confiscated Asset Account to amend Fund #210 - Confiscated Asset Fund for the purchase of a 2022 Ford F150 Truck and outfitting, equipment, graphics for Explosives and Firearms K9 and Handler.
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenda Summ & DM - Budget Amend Fund #210 $87K - signed	Cover Memo	8/20/2022

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Approval to enter into Purchase Agreement for 10 years with Axon Enterprises for 100 - 2021 Taser 7 Certification Bundle with an annual cost of $70,740 from the Police Department Budget.

DATE: August 23, 2022

SUBJECT: Approval to enter into Purchase Agreement for 10 years with Axon Enterprises for 100 - 2021 Taser 7 Certification Bundle with an annual cost of $70,740 from the Police Department Budget.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenday Summ & DM - Taser 10 Year Bundle $70,740.02 - signed	Cover Memo	8/20/2022

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	5:03 p.m.Request Council approval of an Alcohol License for 2749 Hillandale, LLC dba Neighborhood Food Mart for retail sales of wine and malt beverages at 2749 Flat Shoals Rd., South Fulton, GA 30349
DATE:	August 23, 2022
SUBJECT:	5:03 p.m.Request Council approval of an Alcohol License for 2749 Hillandale, LLC dba Neighborhood Food Mart for retail sales of wine and malt beverages at 2749 Flat Shoals Rd., South Fulton, GA 30349
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Neighborhood Food Mart Alcohol License 8.5.2022	Cover Memo	8/20/2022

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*		8.5.22
☐ **Finance Director** *Funds are available and complies with fiscal guidelines*	Karen Slaton Dixon	Jul 25, 2022
☐ **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*	DereK R. Hull DereK R. Hull (Jul 26, 2022 17:06 EDT)	Jul 26, 2022
☐ **Human Resources Director** *Complies with HR policies and procedures; positions are budgeted*		
☐ **Public Safety** *Complies with Division/programmatic processes. Specify Fire or Police*	Chad C. Jones	Jul 24, 2022 Jul 24, 2022
☐ **Public Works Director** *Complies with Division/programmatic processes*		
☐ **Other (Clerk's Office, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area*	Brian Morris	Jul 24, 2022
☐ **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** 8.5.22

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

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/9/2022

Requesting Department	**Council District(s) Affected**
Police Department	District 6

Requested Action

Approval to get on City Council Agenda for August 9, 2022 to have a public hearing and for council to vote on the request for an alcohol license for 2749 Hillandale, LLC. dba Neighborhood Food Mart for an alcohol license for the retail sales of wine and malt beverages at 2749 Flat Shoals Rd, South Fulton, GA 30349.

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 Grant Approval.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The applicant for 2749 Hillandale, I.I.C. dba Neighborhood Food Mart has applied for an alcohol license for the the retail sales of beer and wine at 2749 Flat Shoals Rd, South Fulton, GA 30349. This request is do to a change of ownership at this location. All applicable fees and inspections have been paid and passed. The owner is currently operating on a temporary license.

Funding Source (if applicable)

Financial Impact (if applicable)

Initial Revenue $1,735.00 with estimated annual revenue of $800.00

Financial Impact Statement Received Yes ☐ No ☑

Legislative Process Complete Yes ☐ No ☑

Department Director Approval		**Finance Director Approval**
Keith Meadows (Jul 24, 2022 09:15 EDT)	Chad C. Jones (Jul 24, 2022 09:18 EDT)	Karen Slaton-Dixon
DereK R. Hull (Jul 26, 2022 17:06 EDT)	Brian Morris	

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: **City of South Fulton Mayor & Council**

FROM: **Keith Meadows, Chief of Police** KM

DATE: **July 21, 2022**

SUBJECT: Request by 2749 Hillandale LLC. dba Neighborhood Food Mart or an alcohol License for the retail sales of wine and malt beverages at 2749 Flat Shoals Rd, South Fulton, GA 30349

The applicant for 2749 Hillandale, LLC. dba Neighborhood Food Mart seeks an alcohol license for the retail sales of beer and wine at 2749 Flat Shoals Rd, South Fulton, GA 30349. This application is for a change of ownership at this location. All applicable fees related to obtaining an alcohol license have been paid. The owner is currently operating on a temporary license.

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

CHIEF OF POLICE RECOMMENDATION: APPROVAL

APPLICATION INFORMATION

Applicant Information	2749 Hillandale LLC 2749 Flat Shoals Rd South Fulton, GA 30349
City Council District(s):	6
Parcel ID Number	13012600040792
Square Footage	
Existing zoning	C-1 (Limited Commercial District)
Current/Past Use of the Property	Gas Station-Convenience Store/ Same
History	This is applicants first request. Previous use gas station/convenience store.

Cc: Corey Adams, City Clerk

INTER-OFFICE MEMORANDUM

DATE: July 20, 2022

TO: Chief K. Meadows

FROM: Jacquelyn J Bell

SUBJECT: Staff Recommendation for Temporary Alcohol License for 2749 Hillandale LLC d/b/a Neighborhood Food Mart

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The applicant for 2749 Hillandale LLC d/b/a Neighbor Food Mart, seeks a **temporary alcohol license** for the retail sales of wine and malt beverages at **2749 Flat Shoals Rd, South Fulton, Ga 30349**. All applicable fees have been paid related to the alcohol licenses.

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.	N/A		N/A

Application Information

Applicant: Gulshan Lalani
Business Address 2749 Flat Shoals Rd, South Fulton, GA 30349
District(s): 6
Parcel ID Number: **13012600040792**
Existing Zoning: C -1
Current/Past Use of the Property: Current use is Gas Station/ with Convenience Store
History: This request serves as the applicants first request. The property is a gas station. The applicant also has a current business license with the City of South Fulton and has requested a license resulting from an ownership change.

___X___ Staff is **SATISFIED** that the applicant substantially complies with the provisions of Title 16, Alcoholic Beverages and meets required qualifications and the denial of a temporary license would create undue hardship upon the applicant, such as the closing of an existing business or delaying of the opening of a new business.

_____ The applicant **DOES NOT** substantially comply with the provisions of Title 16, Alcoholic Beverages.

Staff Name and Signature: Jacquelyn J Bell, JJBell

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

Signature: Keith Meadows (Jul 20, 2022 15:32 EDT)

cc: Deputy Chief Connie Rogers
File

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 isattached.

Applicant Name in FULL (PleasePrint) Gulshan Lalani

Home Address: [redacted]

Business Address: 2749 Flat Shoals Road, South Fulton, Georgia 30349

Place of Birth [redacted] (City, State, Country) Date of Birth: [redacted] (Day, Month, Year) Age: 52

Race: [redacted] Height: [redacted] Weight: [redacted] Eye Color: Black U.S. Citizen Yes By Birth No

Hair Color: Black Social Security Number: [redacted] Driver License Number: [redacted] State Issued by: Georgia

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: 8 Cleveland, LLC - December 17, 2020- Present; Self Employed - March 1, 2019 – December 16, 2019

Single X Married Widowed Divorced Separated

(If married, divorced or widowed, complete the below requested information on spouse).

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.

Gulshan Lalani	Gulshan Lalani	March 1, 2022
Applicant's Printed Name	Applicant's Signature	Date of Application

I hereby certify that Gulshan Lalani signed her/his name to the foregoing application stating to me that he/sheknew 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 1st day of March, 2022.

Notary Public Signature: DeWayne N. Martin (AFFIX SEAL)

Notary Printed Name: DeWayne Nathaniel Martin

DEWAYNE N MARTIN NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 17, 2022

Date Revised: 5/25/2021

5

RESIDENCE DETERMINATION FORM

Certificate of Residence
For Retail Package Distilled Spirts Applicants Only

State of Georgia, Fayette County

I, Ann S. Jackson Judge of the probate Court, for Fayette

County, Georgia, hereby certify that Gulshan Lalani is now and has been a Bona Fide Resident of the state of Georgia for one year, and in the county of Fayette 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 28 day of September, 20 21.

Judge of the Probate Court
ANN S. JACKSON, JUDGE
FAYETTE COUNTY PROBATE COURT

County, Georgia

****

Certificate of Residence
For All Other Alcoholic Beverage License Applicants

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 in the county of 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

Date Revised: 5/25/2021

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) _____I am a United States citizen.

2) X 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:

Resident Alien Card.

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 Atlanta (city) Georgia (state)

Gulshan Lalani
Signature of Applicant

Gulshan Lalani
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE
ME ON THE
2nd DAY OF May, 2022

DeWayne N. Martin
NOTARY PUBLIC
My Commission Expires: May 17, 2022

Date Revised: 5/25/2021

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

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

*** If the employer selected Section1(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:

_____
Name of Private Employer

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on this day 1st of March, 2022 in Atlanta (city), Georgia (state).

Gulshan Lalani
Signature of Authorized Officer or Agent

Gulshan Lalani
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 1st DAY OF March, 2022.

DeWayne N. Martin
NOTARY PUBLIC
My Commission Expires: May 17, 2022

DEWAYNE N MARTIN NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 17, 2022

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: Gulshan Lalani
(Full Printed Name No Initials)

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

Home Address: [redacted]

City: Fayetteville State: Georgia Zip: 30269

Phone# [redacted]

Business Address: 2749 Flat Shoals Road

City: South Fulton State: Georgia Zip: 30349

Phone# (678) 788-5545

I hereby certify that I agree to serve as the "registered agent" on behalf of Neighborhood Food Mart a business located at 2749 Flat Shoals Road, 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.

Gulshan Lalani — 3/1/22
SIGNATURE OF APPLICANT — DATE

Gulshan Lalani
PRINTED NAME OF APPLICANT

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 1st DAY OF March 20 22

DeWayne N. Martin
NOTARY PUBLIC SIGNATURE

DEWAYNE N MARTIN NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 17, 2022

DeWayne Nathaniel Martin
NOTARY PUBLIC PRINTED NAME

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: Gulshan Lalani
(Full Printed Name No Initials)

Sex: Female Race: [redacted] Date of Birth: [redacted]

Home Address: [redacted]

City: Fayetteville State: Georgia Zip: 30269

Phone# [redacted]

Business Address: 2749 Flat Shoals Road

City: South Fulton State: Georgia Zip: 30349

Phone# (678) 788-5545

I hereby certify that I agree to serve as the "registered agent" on behalf of Neighborhood Food Mart a business located at 2749 Flat Shoals Road, 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.

Gulshan Lalani 3/1/22
SIGNATURE OF APPLICANT DATE

Gulshan Lalani
PRINTED NAME OF APPLICANT

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 1st DAY OF March 2022

DeWayne N Martin
NOTARY PUBLIC SIGNATURE

DeWayne Nathaniel Martin
NOTARY PUBLIC PRINTED NAME

DEWAYNE N MARTIN NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 17 2025

Date Revised: 5/25/2021

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

SECTION 1: Licensee/Agent Gulshan Lalani **For the year** 2022 **Date** 03/01/2022

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.

☐ Retail Package Store	☑ Convenience Store	☐ BYOB (Wine/Malt Only)	☐ Restaurant (3% for excise taxes)
☐ Growler	☐ Supermarket	☐ Microbrewery	☐ Gas / Drug / Dry Goods Store
☐ Importer	☐ Manufacturer	☐ Wholesale	☐ Public Entertainment Facility
☐ Hotel / Hotel Suites	☐ Night Club / Bar / Lounge (3% excise tax)	☐ Tasting (Wine/Malt)	

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 [X] LLC [ ] Private Club
2. Legal Name of Business: 2749 Hillandale, LLC
   Operating/Trade Name of Business Neighborhood Food Mart
   Has location had an alcohol license within the last 12 months? [X] Yes [ ] No
3. Business Address: 2749 Flat Shoals Road, South Fulton Georgia 30349 Council District: 6
   (Street Address, City, State Zip)
4. Billing Address: 2749 Flat Shoals Road, South Fulton Georgia 30349
5. Proposed Location Zoned: C-1
6. A. Distance from closest private residence in any direction: 72.55 Change of Ownership. Location Meets Distance Requirements
   B. Distance from closest college campus or school ground: 352 Change of Ownership. Location Meets Distance Requirements
   C. Distance from closest branch of any South Fulton Public library: 4400 Change of Ownership. Location Meets Distance Requirements
   D. Distance from closest church or place of worship: 1760 Change of Ownership. Location Meets Distance Requirements
   E. 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. Change of Ownership. Location Meets Distance Requirements

SECTION 2:

1. Full name of Applicant (Company/Corporation) 2749 Hillandale, LLC

2. Full name of Licensee: Gulshan Lalani

Licensee Social Security Number: [redacted]

Date of Birth and Place of Birth: [redacted]

Citizen of the USA? [X] Yes [ ] No Alien Number: _____

Resident of Georgia? [X] Yes [ ] No Years 3 County Fayette

Home Address: [redacted]

Fayetteville (City) Georgia (State) 30269 (Zip Code)

Telephone Number: Home: [redacted] Business: [redacted]

Email Address: [redacted]

Hours said Licensee will actively be on the premise: 40 hours per week

List duties of Licensee: Manage the day to day operations of the business

3. Full Name of Spouse, Including Maiden Name: Not applicable.

Date of Birth and Place of Birth: Not applicable.

Hours Spouse on Premises: Not applicable

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

COMPANY	ADDRESS (CITY & STATE)	POSITION	DATES
8 Cleveland, LLC	8 Cleveland Avenue SE Atlanta, Georgia 30315	Owner	December 17, 2020 - Present
N/A	119 Centennial Place, Fayetteville, Georgia 30269	Unemployed	January 1, 2017 – December 17, 2020
N/A	Banglore, India	Housewife	March 1, 2012 – December 1, 2016

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 [X] 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-trialintervention. Not applicable.

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)? [X] 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? [X] No [ ] Yes If yes check which type [ ] denied [ ] suspended [ ] revoked

If yes, please check appropriate status above and explain _____

9. Full Name of Manager: Gulshan Lalani

Social Security Number of Manager: [redacted]

Date of Birth and Place of Birth: [redacted]

Home Address: [redacted]

Telephone Number: Home: [redacted] Business: [redacted]

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? Manager owns a convenience store in Atlanta, Georgia

12. Has the manager worked in this or a similar capacity? [X] Yes [ ] No

If yes, explain: Manager owns a convenience store in Atlanta, Georgia

FINANCIAL BACKGROUND INFORMATION

13. Applicant's full name (Company/Corporation) 2749 Hillandale, LLC

If a Corporation, Date of Incorporation: September 9, 2021 Taxpayer ID# 87-2595460

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*
Gulshan Lalani	[redacted]	[redacted]	[redacted]	Owner/Manager	100%

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
2749 Hillandale, LLC	[redacted]	8 Cleveland, LLC	February 15, 2022

16. Bank accounts and assets in the name of licensee/agent and/or maintained by the licensee/agent, whether individual, partnership or corporation. *(Provide copies of account statements)*

TYPE	BANK	CITY & STATE	LAST 6 OF ACCOUNT#	AMOUNT
Checking	Platinum Financial Credit Union	Atlanta, Georgia	988-56	[redacted]

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 [X] 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.
NONE.

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.
NONE.

NAME	NAME AND ADDRESS OF PREMISES	POSITION	% OF INTEREST

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. NONE.

LICENSED PREMISES

21. Do you own the property where the business is located? [ ] Yes [X] No

If yes:
Date of Purchase_____Purchase Price_____

Name of Seller: _____

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

Amount of rent/lease:
Monthly $3,800.00 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 [X] Yes
[X] denied, [ ] suspended or [ ] revoked

If yes, check the appropriate status above and explain: An application for this location filed by 2749 Flat Shoals, LLC was denied by the City of South Fulton in 2020. The decision to deny the application of was appealed by to the Fulton County Superior Court. A hearing was held on the applicant's appeal. The Fulton County Superior Court ordered the City of South Fulton to grant the applicant's beer and wine package license.

24. Is business located in a hotel or motel? [ ] Yes [X] No

If yes, name of Hotel or Motel Not applicable.

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. No.

26. What will be your business/operating hours? Sunday – Saturday 7:00 am – 12 midnight

27. Where will your trash receptacle be located? Trash receptacle is located on the side of building.

28. What arrangements have you made for trash removal? Business has a agreement with Republic Service for trash removal.

29. How often will you clean your property? The business and the premises will be clean daily.

30. What is your plan for sanitation (clean water and sewage disposal) on the premises? Business has account with City of Atlanta Watershed Management for water and sewer services.

31. What is your plan for unlawful conduct on the premises? The business will have a zero tolerance for unlawful conduct on the premises. The business will coordinate its operations with the South Fulton Police Department. The business will post signs notifying the public that no loitering, drinking in public or any other unlawful conduct will be allowed .

32. What is your plan for fire prevention on the premises? The business will enforce all fire regulations, properly store and secure any combustible substance and actively monitor the interior and exterior of the premises utilizing the camera system to identify and address any potential fire emergencies

33. What type of security do you plan to have? The business is equipped with a security system and sixteen (16) cameras which monitor the business activity on the interior and exterior of the business. The business will also coordinate security activities with the South Fulton Police Department.

Fulton County Superior Court
EFILEDAC
Date: 5/6/2021 2:12 PM
Cathelene Robinson, Clerk

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

2749 FLAT SHOALS, LLC d/b/a NEIGHBORHOOD FOOD MART, Petitioner,	)	
v.	)	CIVIL ACTION FILE NO. 2020CV339133
CITY OF SOUTH FULTON and SOUTH FULTON COUNCIL,	)	
Respondents.	)	FINAL ORDER

FINAL ORDER

Petitioner 2749 Flat Shoals, LLC d/b/a Neighborhood Food Mart ("Petitioner") appeals the decision of the City of South Fulton City Council to deny its Alcohol Beverage License Application. Having reviewed the record and considered the arguments and submissions of counsel, the Court finds as follows:

FINDINGS OF FACT

1. Petitioner operates a convenience store known as "Neighborhood Food Mart," located at 2749 Flat Shoals Road, Atlanta, GA 30349 (the "Premises").

2. On January 27, 2020, Petitioner submitted an Alcoholic Beverage License Application (the "Application") to the City of South Fulton, Georgia City Clerk for a Package Malt Beverage and Package Wine License for use at the "Premises."

3. Inspections were conducted by relevant City of South Fulton departments, including South Fulton Code Enforcement Department, Fire Department, Planning and Zoning Department, Police Department, Fulton County Board of Health, and the Fulton School System.

4. On June 23, 2020, the City of South Fulton Council held a virtual meeting via Zoom, wherein a hearing and vote on Petitioner's Application was held.

5. During the hearing portion of the meeting, the Application was presented as meeting "all the requirements to receive [an] alcohol permit."[1]

6. On July, 9 2020, City of South Fulton Police Department sent official notice of the denial of the Application. Reasons for denial indicated in the notice include being "contrary to the purposes as stated in Sec. 16-1001 of the City of South Fulton Alcoholic Beverage Code;" "incompatib[ility] with the promotion of appropriate land use and the effectuation of the city's land use and zoning policies in light of the City's desire to preserve the status quo with respect to businesses in significantly close proximity to dense residential populations while the City undergoes an exhaustive review of its zoning and land use regulations.;" and "incompatibility, in light of location;" and "lack of constituent support."[2]

STANDARD OF REVIEW

The Superior Court's review of a Petition for Writ of Certiorari is limited to all errors of law and to making a determination as to whether the judgment or ruling below was supported by substantial evidence. O.C.G.A. § 5-4-12(c). Georgia Courts have interpreted "substantial evidence" under O.C.G.A. § 5-4-12(b) to be the same as the "any evidence" standard. Norris v. Henry County, 255 Ga. App. 718, 720 (2002); City of Atlanta Gov't v. Smith, 228 Ga. App. 864, 865 (1997). However, a decision contrary to law or a gross abuse of discretion shall be reversed even if it is supported by "any evidence." Clinch Cnty. Bd. Of Educ. v. Hinson, 247 Ga. App. 33, 36 (2000).

[1] Meeting Transcript 2:8-10.
[2] July 9, 2020 Denial Letter

CONCLUSIONS OF LAW

Respondents' Denial is an Error as a Matter of Law

"In Georgia a liquor licensing ordinance must provide sufficient objective standards to control the discretion of the governing authority and adequate notice to applicants of the criteria for issuance of a license." In re Sharee Baps Corp., 346 Ga. App. 434, 437–38 (2018) (citing Arras v. Herrin, 255 Ga. 11, 12, (1985)). "Absolute and uncontrolled discretion by governing authorities to issue licenses invites abuse, and exercise of discretion by states and local governments must be tempered with ascertainable standards by which an applicant can intelligently seek to qualify for a license." Id.

South Fulton's objective licensing requirements are codified in the City of South Fulton Code of Ordinances Title 16. Petitioner's Application met all of the statutory requirements.

"When an applicant for such a license has met the prescribed standards for obtaining it, a refusal by the municipal authorities to issue the license constitutes a denial of equal protection." In re Sharee Baps Corp., 346 Ga. App. at 439 (2018) (quoting City of Atlanta v. Hill, 238 Ga. at 414-415).

The Court thus **HEREBY FINDS** that the ruling below was not adequately supported and sustained by substantial evidence and there was an abuse of discretion by the Council in denying the application based upon the reasons provided. The Court **FURTHER FINDS** that as the objective standards were met, the Council went outside its authority in basing its decision on non-objective and non-regulatory rules.

Therefore, it is hereby **ORDERED** and **ADJUDGED** that Petitioner's request for issuance by this Court of a Writ of Certiorari is **GRANTED** and the City of South Fulton's denial of Petitioner's Application for Package and Wine License is **REVERSED.**

It is further **ORDERED** that Respondents shall issue a License to Petitioner immediately in accordance with State and local law.

Attorney's Fees Under O.C.G.A § 13-6-11

The Court hereby denies Petitioner's request for attorney's fees under O.C.G.A. § 13–6–11, on grounds that:

(a) O.C.G.A. 5-4-1 et seq. ("Certiorari Statute") does not authorize litigation expenses/attorney's fees as reimbursable costs to prevailing parties;

(b) the Certiorari Statute's exclusion of prevailing party attorney fees aligns with Georgia's longstanding rule that parties pay their own legal expenses;

(c) authorizing litigation expenses under O.C.G.A. § 13–6–11 for prevailing in a certiorari action would circumvent the Certiorari Statute's exclusion of attorney fees as reimbursable costs;

(d) an attorney fee award in this case is procedurally improper as plaintiff does not have a claim ancillary to O.C.G.A. § 13-6-11 to which general damages were plead or awarded; and

(e) Petitioner did present sufficient evidence under O.C.G.A. § 13–6–11 to meet the burden of proof for such award.

All issues being resolved, this matter is hereby closed.

SO ORDERED this 6TH day of May, 2021.

HENRY M. NEWKIRK
Judge, Superior Court of Fulton County

Jacquelyn Bell

From: DeWayne Martin <dewayne@dnmartinfirm.com>
Sent: Monday, July 18, 2022 10:46 AM
To: Jacquelyn Bell
Cc: Shada Esprit; gulshan lalani
Subject: Temporary License - Neighborhood Food Mart

Ms. Bell,

This email shall confirm Neighborhood Food Mart's desire to obtain a Temporary License for the sale of beer and wine by the package for its business located at 2749 Flat Shoals Road, South Fulton, Georgia. This request for a Temporary License is being made to allow the new owner who has purchased the business sell beer and wine by the package on a temporary basis while its application for the annual beer and wine license is under consideration by the South Fulton City Council. Please send the acknowledgement form for the Temporary License for Ms. Lalani to sign to me for review and I will complete the form and obtain Ms. Lalani's signature on the form and return the completed form to you for processing.

Sincerely,

DeWayne Nathaniel Martin
Attorney at Law
55 Ivan Allen, Jr. Blvd., NW
Suite 820
Atlanta, Georgia 30308
(P) (404) 477-1282
(E) dewayne@dnmartinfirm.com
--

34. Do you offer your employees training with respect to items covered by the alcohol code? [X] 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? All employees will be trained through the TIPs 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?

The business will only have lighting from signage and security lighting to prevent negative effects of lighting emanating from the business premises. The business will prohibit any loitering on site the eliminate noise from emanating from the business premises and to prevent automobiles from crowding the parking lot of the business premises and creating traffic congestion. Trash receptacles will be emptied regularly each day during business operations and at closing nightly to prevent odors from garbage emanating from the business premises.

36. What plans do you have to prevent un-permitted vending on your property? The business will strictly prohibit any unlawful vending on the premises.

37. Describe the traffic and pedestrian ingress and egress to/from the property and to/from any existing or proposed structure on the property. Pedestrian and vehicular traffic enter and leave the business premises from Flat Shoals Road.

CONSUMPTION ON PREMISE LICENSE

If you are applying for a consumption on premise license, please complete questions 38-44. If not, write N/A and please skip ahead to question 45.

38. Seating Capacity:
[ ]Restaurant _____ [ ] Bar _____ [ ] Other _____
[ ] Brewpub _____ [ ] Brewery _____
[ ] Lounge _____ [ ] Winery _____
[ ] Private _____ [ ] Nightclub _____

39. Describe kitchen Facilities: _____

List number of Employees: _____Cooks _____Waiters/Waitress _____Other employees _____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? _____ from alcohol? _____

43. What is the total square footage of the licensed premises? _____

44. How many parking spaces are you **required** to have? _____

Does the location have on-site parking? [ ] Yes [ ] No How many spaces? _____

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

RETAIL PACKAGE LIQUOR LICENSE (selling liquor, beer, & wine)

If you are applying for a retail package liquor license, please complete questions 45-47.
If not, write N/A and please skip ahead to question 48.

45. Do you propose to operate this store solely as a package liquor store? [ ] Yes [X] No

46. Does the Licensee/Agent, Spouse, or any other owner(s), partner(s) or stockholders have an interest in other retail liquor stores? [X] Yes [ ] No

NAME	*NAME & LOCATION OF BUSINESS*	*POSITION*	*% INTEREST*
Gulshan Lalani	24/7 Food Mart, 8 Cleveland Avenue SE Atlanta, Georgia 30315	Owner	100%

47. Do you or your spouse or any partner or stockholder have any financial interest in any wholesale liquor business?
[ ] Yes [X] No

If yes, give details: _____

_____

_____

RETAIL BEER AND/OR WINE LICENSE (selling beer & wine only)

If you are applying for a retail beer and/or wine license, please complete questions 48-50.
If not, please skip ahead to next page.

48. Are you (the applicant) or any member of your family, the owner, lessor or sub-lessor of any real estate which is occupied by a retail package (liquor) store? [ ] Yes [X] No

If yes, list locations, information as to any lease or rental agreement, amount of rent received, and to whom.

LOCATION	*LEASE/RENTAL AGREEMENT INFORMATION*	*AMOUNT OF RENT*	*LESSOR*

49. Are you or any member of your family the Executor, Administrator, Beneficiary or Heir of **any estate having any interest** in retail package (liquor) store? [ ] Yes [X] No

If yes, list location(s), amount of interest and your relationship with the estate:

LOCATION(S)	*% INTEREST*	*YOUR RELATIONSHIP TO ESTATE*

50. Are you or any member of your family the beneficiary or trustee of **any trust fund having any interest** in a retail package (liquor) store? [ ] Yes [X] No

If yes, give your position, the name of the trust and the amount of income that you receive.

POSITION	*NAME OF TRUST*	*INCOME RECEIVED*

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 Title16 **EACH QUESTION MUST BE FULLY ANSWERED.** If additional space is required, attach an additional sheet of paper.

1	LAST NAME Lalani	FIRST Gulshan	MI	SOCIAL SECURITY NO. [redacted]
2	HOME ADDRESS (Actual Physical Location of Residence; Do Not Use P.O. Box) [redacted]			
	CITY Fayetteville	STATE Georgia	ZIP + 4 30269	DAY CONTACT NUMBER [redacted]
3	LEGAL BUSINESS NAME 2749 Hillandalle, LLC		TRADE / DBA NAME Neighborhood Food Mart	
		TOTAL AMOUNT OF MONEY YOU HAVE INVESTED [redacted]	% OF OWNERSHIP INTEREST 100%	

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
☑	☐	8 Cleveland, LLC	[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, Gulshan Lalani, 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.

Gulshan Lalani
Signature

DEWAYNE N. MARTIN NOTARY PUBLIC FULTON COUNTY GEORGIA MY COMMISSION EXPIRES MAY 17 2022

I HEREBY CERTIFY THAT Gulshan Lalani 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 1st DAY OF March 2022

DeWayne N. Martin
NOTARY PUBLIC

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? [X] 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. [X] 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. [X] 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. [X] 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.

Gulshan Lalani — 3-1-22

SIGNATURE OF APPLICANT — DATE

Gulshan Lanlani

PRINTED NAME OF APPLCIANT

~For Notary~

I hereby certify that Gulshan Lalani 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 1st DAY OF March 2022

DeWayne N Martin NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES MAY 17, 2022

DeWayne N. Martin

NOTARY PUBLIC SIGNATURE

DeWayne Nathaniel Martin

NOTARY PUBLIC PRINTED NAME

Date Revised: 5/25/2021

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: Gulshan Lalani Date: March 1, 2022

Signature: Gulshan Lalani

2018-05 Attachment A

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: Gulshan Lalani Date: March 1, 2022

Signature: Gulshan Lalani

2018-05 Attachment B

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: GL

§ 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: GL

§ 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-inked fingerprint impressions placed upon fingerprint cards or forms commonly utilized for applicant or law enforcement purposes by law enforcement agencies.

Initial: GL

§ 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: GL

§ 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: GL

2018-05 Attachment C

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)	Gulshan Lalani		
Any other name used (i.e. maiden name)	Not applicable	Place of Birth [redacted]	
Home Address	[redacted] Peachtree City, GA 30269		
Name of Business	Neighborhood Food Mart		
Address of Business	2749 Flat Shoals Road, South Fulton Georgia 30349		
Gender [redacted]	Height [redacted]	Date of Birth [redacted]	Social Security Number [redacted]
Race [redacted]	Weight [redacted]	Hair Color Black	Eye Color Black

☐ I, Gulshan Lalani, 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, Gulshan Lalani, 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.

Gulshan Lalani — Signature

3-1-22 — Date

Date of Inquiry: 5-23-22 Time of Inquiry: 14:16 Operator's Initials: TR

Purpose Code Used: (check all that apply)

X	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)

X	No Criminal Record Available
	Criminal Record (Attached/Released)
X	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

5-25-22 — Date

Agency Designee Signature

PRIMARY CHECKLIST FOR ATTACHMENTS

For All Alcohol License Types Note: all requested documents should be dated no more than 30 days prior to submitting application.

- ❑ Application Form
- ❑ Personal Statement Form for owner/licensee/agent/manager and corporate officers or major stakeholders of the business/organization with 20% or more of interest in business. **(Must be a clear, current, front and back copy of identification document)**
- ❑ Federal Clearance Letter for owner/licensee/agent/manager and corporate officers or major stakeholders ofthe business/organization with 20% or more of interest in business. **(Must be a clear, current, front and back copy of identification document)**
- ❑ For U.S. citizens: driver's license or state issued photo identification.
- ❑ For permanent U.S. residents: permanent U.S. resident card
- ❑ Citizenship Affidavit for Public Benefits
- ❑ E-Verify Affidavit
- ❑ Financial Affidavit Form
- ❑ Registered agent designee form with copy of registered agent's driver's license attached and complete the certificate of residency form.
- ❑ Copy of Georgia Secretary of State documents for LLCs & corporations (certificate & articles) **or** partnership agreement for partnerships
- ❑ Site plan (or proposed plan & specifications & building permit if not yet built)
- ❑ Certified Survey from registered land surveyor – or – professional engineer indicating distance requirements as outlined in City of South Fulton Title 16 Alcoholic Beverage Ordinance. The survey must include a certified scale drawing showing location and distance to closest school buildings, educational buildings, school grounds, colleges and/or any church buildings detailed floor plan, drawn to scale.
- ❑ Copy of occupational tax certificate from City of South Fulton
- ❑ Criminal History Record Information Consent/Inquiry Form for owner/licensee/agent/manager and corporate officers or major stakeholders of the business/organization with 20% or more of interest in business.
- ❑ Copy of Alcohol Awareness Certificate (Not Applicable to Wholesaler/Distributor applicants)
- ❑ If business sell food for consumption on premises, you must provide a copy of the Menu.

(Note: Fees will be accessed, and an invoice provided to applicant, please do not write checks or cashier checks until you receive an invoice with requisite fees.)

Additional Requirements

If the applicant is a franchise, provide everything from the Primary Checklist and:
Signed franchise agreement or contract.

If this is a change in ownership, provide everything from the Primary Checklist and:
Signed sale/purchase agreement.

If the location is a bona fide eating establishment, provide everything from the Primary Checklist and:
Copy of menu(s)

If the location is a bona fide private club, provide everything from the Primary Checklist and:
Proof of membership in the form of a list showing paid active members, copy of minutes from prior year's annual meetings, and listing of salaries for members, officers, agents or employees.

FOR POLICE LICENSE & PERMIT UNIT USE ONLY

Date Application Received 4-14-2022
(This Section Must Be Date and Time Stamped)

Jacquelyn J Bell
Print Investigator Name Receiving Application

J Bell
Signature of Investigator

South Fulton Police Department

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

Keith Meadows
Chief of Police

May 20, 2022

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):

[ ] Consumption on Premises:
_____ Beer _____ Wine _____ Distilled Spirits

[X] Retail
_X___ Beer __X__ Wine _____ Distilled Spirits

Business Information:
2749 Hillandale, LLC
Dba Neighborhood Food Mart
2749 Flat Shoals Rd, South Fulton, GA 30349
Owner: Gulshan Lalani
Phone: [redacted]
Email:

For Code Enforcement Use Only

Date of Inspection: 7/12/22

[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: _____

George Terrell
Print Name of Code Enforcement Inspector

Code Enforcement Inspector Signature

Brian Morris
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

May 20, 2022

City of South Fulton Planning & Zoning Section
ATTN: Alicia Encalade
alicia.encalade@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

[X] Retail
__X__ Beer _X___ Wine _____ Distilled Spirits

Business Information:
2749 Hillandale, LLC
Dba Neighborhood Food Mart
2749 Flat Shoals Rd, South Fulton GA 30349
Owner: Gulshan Lalani
Phone: [redacted]
Email:

For Planning & Zoning Use Only

Date of Compliance Inspection: 5/24/2022 Parcel ID Number: 13012L000040192

Location is Zoned for: C-1

Current/Past Use of the Property: Food Mart

[X] 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:

Alicia Encalade
Print Name of Zoning Planner

Alicia Encalade
Zoning Planner Signature

Derek R. Hull
Print Name of Department Head

Derek R Hull
Department Head Signature

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

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMIE SADDLER JONES
CITY MANAGER

DEREK R. HULL
CDRA DIRECTOR

Zoning Policy Brief & Impact Analysis

Gulshan Lalani
2749 Hillandale, LLC dba Neighborhood Food Mart
2749 Flat Shoals Rd., South Fulton GA 30349
Parcel ID: 13 012600040792
Existing Zoning: C-1 (Limited Commercial District)
Zoning Petition Number: 1972Z -0246

The applicant submitted an alcohol permit application to the City of South Fulton Police Department for retail/Wholesale.

Pursuant to Georgia State Law, Zoning Proposal Review Standards are outlined in § 36-67-3. These standards mandate: in any local government which has established a planning department or other similar agency charged with the duty of reviewing zoning proposals, such planning department or other agency shall with respect to each zoning proposal investigate and make a recommendation with respect to each of the matters enumerated in this Code section, as well as carrying out any other duties with which the planning department or agency is charged by the local government. The planning department or other agency shall make a written record of its investigation and recommendations, and this record shall be a public record. The matters with which the planning department or agency shall be required to make such investigation and recommendation shall be:

(1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

a. The Zoning professional found the parcel number 13 012600040792; located at 2749 Flat Shoals Dr. is compatible with the City's Zoning Ordinance as the existing zoning classification for the property is C-1 (Limited Commercial District).

(2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

a. The Zoning professional approved the application due to the following facts:
   i. The applicant provided a full surveyor report from a Certified Land Surveyor with GA license number 3107
   ii. The proposed location is **NOT** within 100 feet of any private residence, or 300 feet of a church building, or within 300 feet of a school, school grounds, college campus, or within 200 feet of any designated school bus stop for drop off or pick up of children as per survey provided by Bryan C. Long. The distance requirements in the application comply with Sec. 16-4001 of the City of South Fulton Municipal Code (Municode). - Distance from churches, schools, ,_N/A___, (please refer note below)

NOTE: According to the state law **(O.C.G.A. § 3-3-21,** attached**)** as well the city ordinance (Code of Ordinances TITLE 16 Alcoholic beverages page 21.h attached) the transition of ownership occurred within the 12 months.

b. These facts compelled the zoning professional to note that this project poses **no adverse effect** to the existing use or usability of adjacent or nearby property.

(3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

a. The Zoning application indicates that the project has reasonable economic use as indicated by the issuance of a City of South Fulton Business License Id 2022.04.0537 that was issued to the business on 4/12/2022.

(4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;

a. The Zoning professional concluded that the use of a wholesale company is consistent with allowable uses for the site and this activity would not cause an excessive burden on existing streets, transportation facilities, utilities, or schools.

(5) If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan; and

a. The Zoning Professional concluded that the project conforms with the existing conditions within the South Fulton Zoning Ordinance C-1 (Limited Commercial District) zoning district.

b. Art. 206.04 C-1 (Limited Commercial District) District scope and intent. Regulations set forth in this section are the C-1 District regulations. The C-1 District is to provide locations in which neighborhood and community-oriented retail and service activities conclude a transition, or land areas which compliment a transition into a more intense activity area. Complimentary noncommercial uses are also permitted. Comprehensive Plan Land Use Map as suitable for commercial (including retail, service commercial and office) uses and in Regional Live work corridors.

(6) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

a. The Zoning professional found no conditions that would constitute disapproval of the proposal. As a result, the Zoning professional attested to the application for compliance and rendered a Zoning Approval pursuant to a zoning compliance inspection on May 24, 2022. The approval signature is affixed as part of the completed application.

Conclusion: The Department of Community Development and Regulatory Affairs can attest to the fact the application submitted by 2749 Hillandale, LLC, dba Neighborhood Food Mart; has met the City of South Fulton requirements outlined in the alcohol permit application.

O.C.G.A. § 3-3-21

(B) Any wine or malt beverages within 100 yards of any school building, school grounds, or college campus. This subparagraph shall not apply at any location for which a license has been issued prior to July 1, 1981, nor to the renewal of such license. Nor shall this subparagraph apply at any location for which a new license is applied for if the sale of wine and beer was lawful at such location at any time during the 12 months immediately preceding such application. Nothing in this subparagraph shall prohibit a grocery store licensed for the retail sale of only wine and malt beverages for consumption off the premises from selling wine or malt beverages within 100 yards of any school

building, school grounds, or college campus, where so permitted by resolution or ordinance of the county or municipality. As used in this subparagraph, the term "grocery store" means a retail establishment which has a total retail floor space of at least 10,000 square feet of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, conducts all of its sales inside the building containing its retail floor space, and meets such other criteria as may be required by the local governing authority of the county or municipality; or

TITLE 16 ALCOHOLIC BEVERAGES, CHAPTER 1. IN GENERAL

(h) If the distance requirements are met at the time a license is issued, the subsequent opening and operation of a church, school or treatment center within the prohibited distance shall not prevent the continuance of an existing license or the issuance of a new license to a subsequent business owner; provided, however, that as to any new license, the prior license must have been lawful and validly issued at the location at any time during the 12 months immediately preceding the application for the new license.

South Fulton Police Department

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

Keith Meadows
Chief of Police

May 20, 2022

City of South Fulton Business License
ATTN: LaShayne Taylor
Lashayne.taylor@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):

[ ] Consumption on Premises
_____ Beer _____ Wine _____ Distilled Spirits

[X] Retail
__X__ Beer __X__ Wine _____ Distilled Spirits

Business Information:
2749 Hillandale, LLC
Dba Neighborhood Food Mart
2749 Flat Shoals RD, South Fulton GA 30349
Owner: Gulshan Lalani
Phone: [redacted]
Email:

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:

License ID # 2022.04.0537

LaShayne Taylor
Print Name of Business Tax Specialist

Business Tax Specialist Signature

Karen Slaton-Dixon
Print Name of Department Head

Karen Slaton-Dixon
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

May 20, 2022

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

[X] Retail
__X__ Beer _X_ Wine _____ Distilled Spirits

Business Information:
2749 Hillandale, LLC
d/b/a Neighborhood Food Mart
2749 Flat Shoals Rd, South Fulton, GA 30349
Owner: Gulshan Lalani
Phone: [redacted]
Email:

For Fire Use Only

Date of Inspection: 6/3/2022

[✓] 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

Fire Inspector Signature

Donna K Dingler, Chief Fire Marshal
Print Name of Department Head

Department Head Signature

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

SOUTH FULTON FIRE RESCUE DEPARTMENT

INSPECTION REPORT

Permit# _____ Location# _____

Approved: Yes ✓ No _____ Reinspection ✓

Date: 6/3/22 FIRE ZONE: B-1

Business Name Neighborhood Food Mart Phone No. [redacted] Email [redacted]

Address 2749 Flat Shoals Rd Suite — City South Fulton Zip 30349

Owner's Name Gulshan Lalani Address 2749 Flat Shoals Rd

Phone No. [redacted] City/State/Zip South Fulton GA 30349

Emergency Contact Name _____ Phone No. _____

[redacted]

INSPECTION TYPES: Annual Business, Day Care, Personal Care home, School, Assembly, Construction 50%, 80% 100%, High hazard Storage Facility, Hood systems, Alarm Acceptance, Sprinkler Acceptance, Other Alcoholic Beverage

PLAN REVIEW: Alarm, Sprinkler, Commercial hood, 510 Communications, Gates/Locks, Other _____

PERMITS: Burn pit, Bonfire, Tent, Fireworks, Food Trucks, Events, Other _____

Code Violations and Recommendations:

No fire code violations @ this time previous violations corrected

We would like to thank you for your cooperation during this inspection. The inspection was made based upon the current Codes which set forth minimum requirements for fire safety and are adopted by South Fulton and the State of Georgia. Please note that if no violations were noted during this inspection, it met the minimum Codes requirements.

If, however, violations were noted you are required to make the necessary corrections immediately. Are-inspection of corrections will be conducted after a thirty-day period to confirm compliance.

Inspecting Officer: Capt G. Chambers Phone: 470 809 7575 non-emergency only

FOR FIRE OR OTHER EMERGENCY – CALL 911

Copy distribution: White-Community Risk Reduction: Blue-Inspector: Yellow-Business

South Fulton Police Department

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

Keith Meadows
Chief of Police

May 20, 2022

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):

[ ] Consumption on Premises
_____ Beer _____ Wine _____ Distilled Spirits

[X] Retail / Wholesale
_X__ Beer __X__ Wine ____ Distilled Spirits

Business Information:
2749 Hillandale, LLC
Dba Neighborhood Food Mart
2749 Hillandale Rd, South Fulton, GA 30349
Owner: Gulshan Lalani
Phone: [redacted]
Email:

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

Call Time	Event ID	Rpt #	Street	Nature	Addition
10/19/2020 12	2020364785		2749 FLAT SHOALS RD	90B BUSINESS CH	
11/21/2020 20	2020406546		2749 FLAT SHOALS RD	29 FIGHT OR DOM	
12/23/2020 15	2020443984		2749 FLAT SHOALS RD	29 FIGHT OR DOM	DIST: 99
01/01/2021 11	2021000463		2749 FLAT SHOALS RD	90B BUSINESS CH	
01/13/2021 20	2021014554		2749 FLAT SHOALS RD	87 TRAFFIC STOP	
01/28/2021 19	2021032622		2749 FLAT SHOALS RD		
02/11/2021 12	2021050034		2749 FLAT SHOALS RD	90B BUSINESS CH	
02/15/2021 16	2021054526		2749 FLAT SHOALS RD	39 INFORMATION	DIST: 10
03/28/2021 23	2021104090		2749 FLAT SHOALS RD	54 SUSPICIOUS P	DIST: 57
04/03/2021 00	2021110480		2749 FLAT SHOALS RD	2 ALARM (RECEIV	
04/19/2021 22	2021130608	2021005012	2749 FLAT SHOALS RD	39 INFORMATION	DIST: 81
04/19/2021 22	2021130625	2021007710	2749 FLAT SHOALS RD	SICK26BC	DIST: 81
04/19/2021 22	2021130626	2021005733	2749 FLAT SHOALS RD	SICK26BC	DIST: 81
05/17/2021 13	2021165138		2749 FLAT SHOALS RD		
07/02/2021 22	2021220712	2021009065	2749 FLAT SHOALS RD	29 FIGHT OR DOM	DIST: 29
07/05/2021 19	2021224201		2749 FLAT SHOALS RD	29 FIGHT OR DOM	DIST: 98
07/12/2021 21	2021232516	2021009602	2749 FLAT SHOALS RD	41 AUTOMOBILE A	DIST: 23
08/04/2021 12	2021261117		2749 FLAT SHOALS RD	90B BUSINESS CH	
09/08/2021 20	2021307656		2749 FLAT SHOALS RD	29 FIGHT OR DOM	DIST: 10
09/22/2021 11	2021324621		2749 FLAT SHOALS RD	29 FIGHT OR DOM	DIST: 59

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

PAY ONLINE AT:
HTTPS://WWW.CITYOFSOUTHFULTONGA.GOV
SCROLL DOWN TO CLICK "PAY ONLINE" ICON

INVOICE #
22004541

CUSTOMER ID: [redacted] PIN: [redacted]
INVOICE DATE: 05/20/22
DUE DATE:

2749 Hillandale LLC
2749 Flat Shoals RD
South Fulton, GA 30349

MAKE CHECKS PAYABLE TO:
CITY OF SOUTH FULTON

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Alcohol License Retail		
1.0000/1	ABLAPPL	Alcohol Lic - Application fee	300.000000	300.00
		Alcohol License Retail		
1.0000/1	POLICEAB	Police Alch Background Check	55.000000	55.00
		Alcohol License Retail		
1.0000/1	ABLADV	Alcohol Lic Advertising Fee	505.000000	505.00
		Alcohol License Retail		
1.0000/1	ABLFIREI	Alcohol Fire Inspection Fee	75.000000	75.00
		Alcohol License Retail		
1.0000/1	ABLSTRBR	Alcohol Lic Store -Beer	400.000000	400.00
		Alcohol License Retail		
1.0000/1	ABLSTRWN	Alcohol Lic Store Wine	400.000000	400.00
		Alcohol License Retail		
			TOTAL DUE:	$ 1,735.00
		Prn Payment: 05/20/22 CK 15708		-1,735.00
			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

INVOICE #: 22004541
DESCRIPTION: Alcohol License Retail
CUSTOMER ID: [redacted] PIN: [redacted]
DUE DATE:
TOTAL DUE: $ 0.00

2749 Hillandale LLC
2749 Flat Shoals RD
South Fulton, GA 30349

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: **GULSHAN LALANI**

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 GULSHAN LALANI 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 6th day of October, 2021.

KEVIN P. WEIMER
DISTRICT COURT EXECUTIVE
CLERK OF COURT

By: _____
Deputy Clerk

Control Number : 21240426

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

2749 Hillandale, LLC
a **Domestic Limited Liability Company**

has been duly organized under the laws of the State of Georgia on **09/09/2021** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **09/13/2021**.

Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 9/9/2021 8:30:37 AM

BUSINESS INFORMATION

CONTROL NUMBER	21240426
BUSINESS NAME	2749 Hillandale, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	09/09/2021

PRINCIPAL OFFICE ADDRESS

ADDRESS	2749 Flat Shoals Rd, Atlanta, GA, 30349, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Gulshan Lalani	2749 Flat Shoals Rd., Atlanta, GA, 30349, USA	Fulton

ORGANIZER(S)

NAME	TITLE	ADDRESS
Gulshan Lalani	ORGANIZER	2749 Flat Shoals Rd., Atlanta, GA, 30349, USA

OPTIONAL PROVISIONS

The management of the company is vested in one or more Managers.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Gulshan Lalani
AUTHORIZER TITLE	Organizer

Training Institute for Responsible Vendors, Inc.

certifies that

Gulshan Lalani

has successfully completed training in our responsible alcohol sales and service program thus entitling them to all the rights and privileges appertaining thereto.

In witness thereof this 30th day of March, 2022

t.i.r.v.™

Registered Agent

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:05 pm Request Council to consider Z21015 7245 Bethsaida Dr., 7329 Bethsaida Dr., 0 Bethsaida Rd., 2234 Bethsaida Rd., 2224 Bethsaida Dr as a request to rezone from AG1and C1to R5 for the purpose of constructing 85 single family, fee simple homes. District 7

DATE: August 23, 2022

SUBJECT: 5:05 pm Request Council to consider Z21015 7245 Bethsaida Dr., 7329 Bethsaida Dr., 0 Bethsaida Rd., 2234 Bethsaida Rd., 2224 Bethsaida Dr as a request to rezone from AG1and C1to R5 for the purpose of constructing 85 single family, fee simple homes. District 7

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Z21-015 7245 Bethsaida Rd	Cover Memo	8/20/2022
7245 updated site plan 6.9.22	Cover Memo	8/20/2022
Bethsaida Rd Residential - 06.27.2022	Cover Memo	8/20/2022
7245 Bethsaida PP Update June 10th 22’	Cover Memo	8/20/2022

Z21-015

Rezoning
7425 and 7329 Bethsaida Drive
2234, 2224, and 0 Bethsaida Road
District 7

Staff recommendation is Approval with Staff Conditions
Planning Commission Recommendation is Denial

City of South Fulton
June 14, 2022

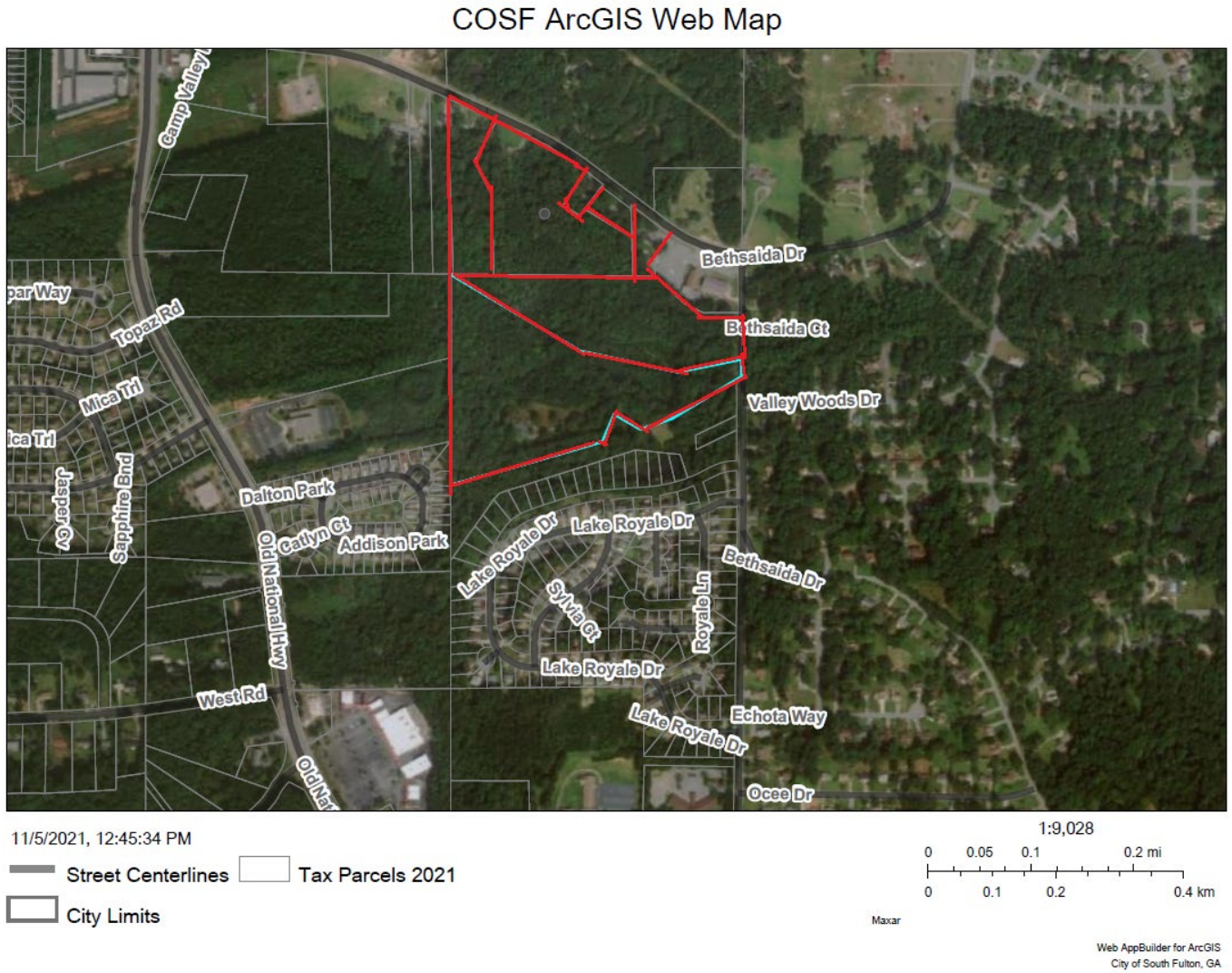
Z21-015: Bethsaida Rd.

- Petitioner requests a rezoning from AG-1 and C-1 to R5 for the purpose of developing a single family detached residential subdivision.

- The proposal was reduced from 95 units to 85 units.

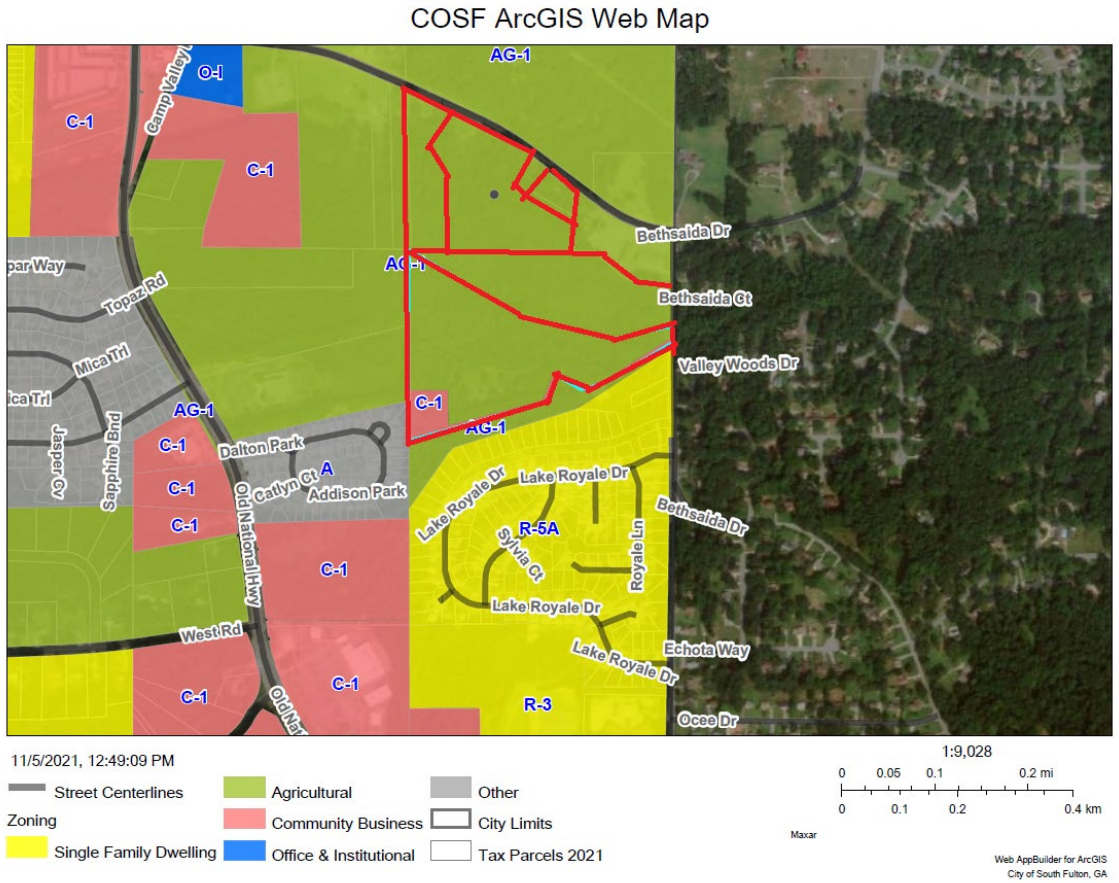
- The Future Land Use is split between Suburban II Neighborhood and Community Live Work. Out of the four parcels, 3 are in compliance with the Future Land Use. A Future Land Use change will be necessary for the Community Live Work portion of the site should a rezoning be granted.

Z21-015: Bethsaida Rd.

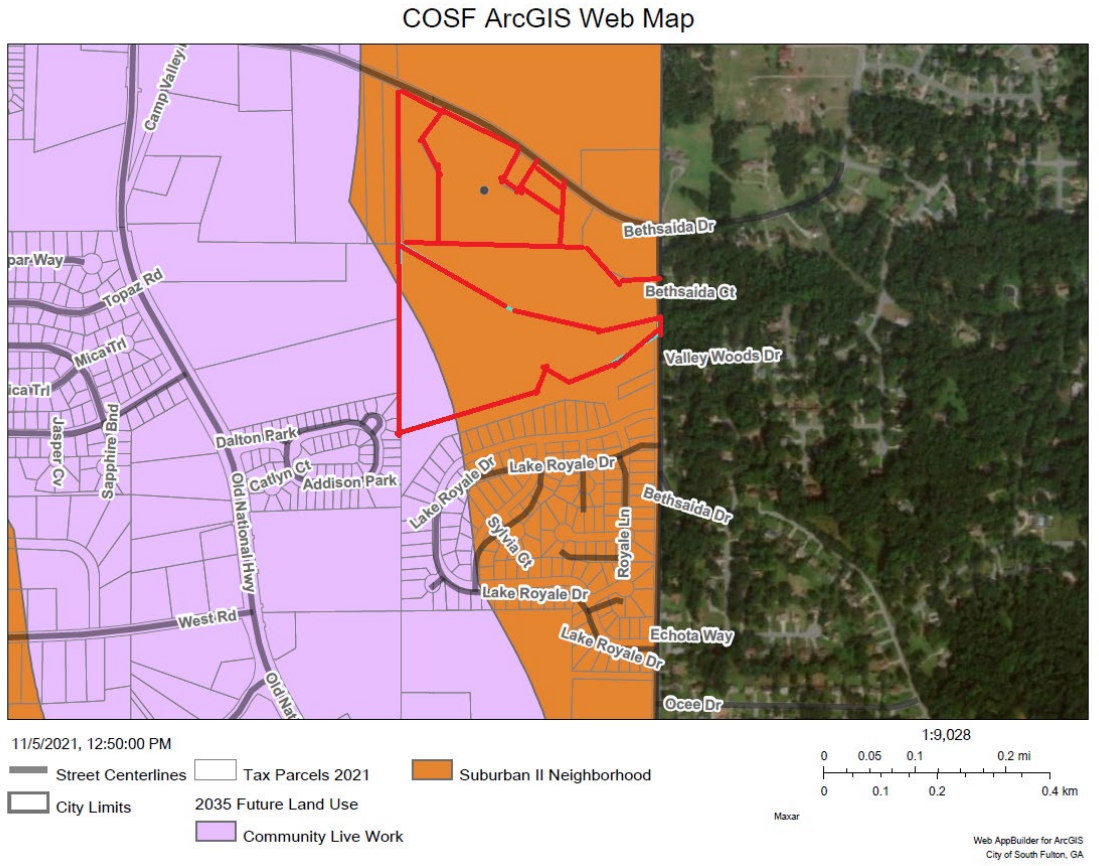


Z21-015: Bethsaida Rd.

Zoning Map

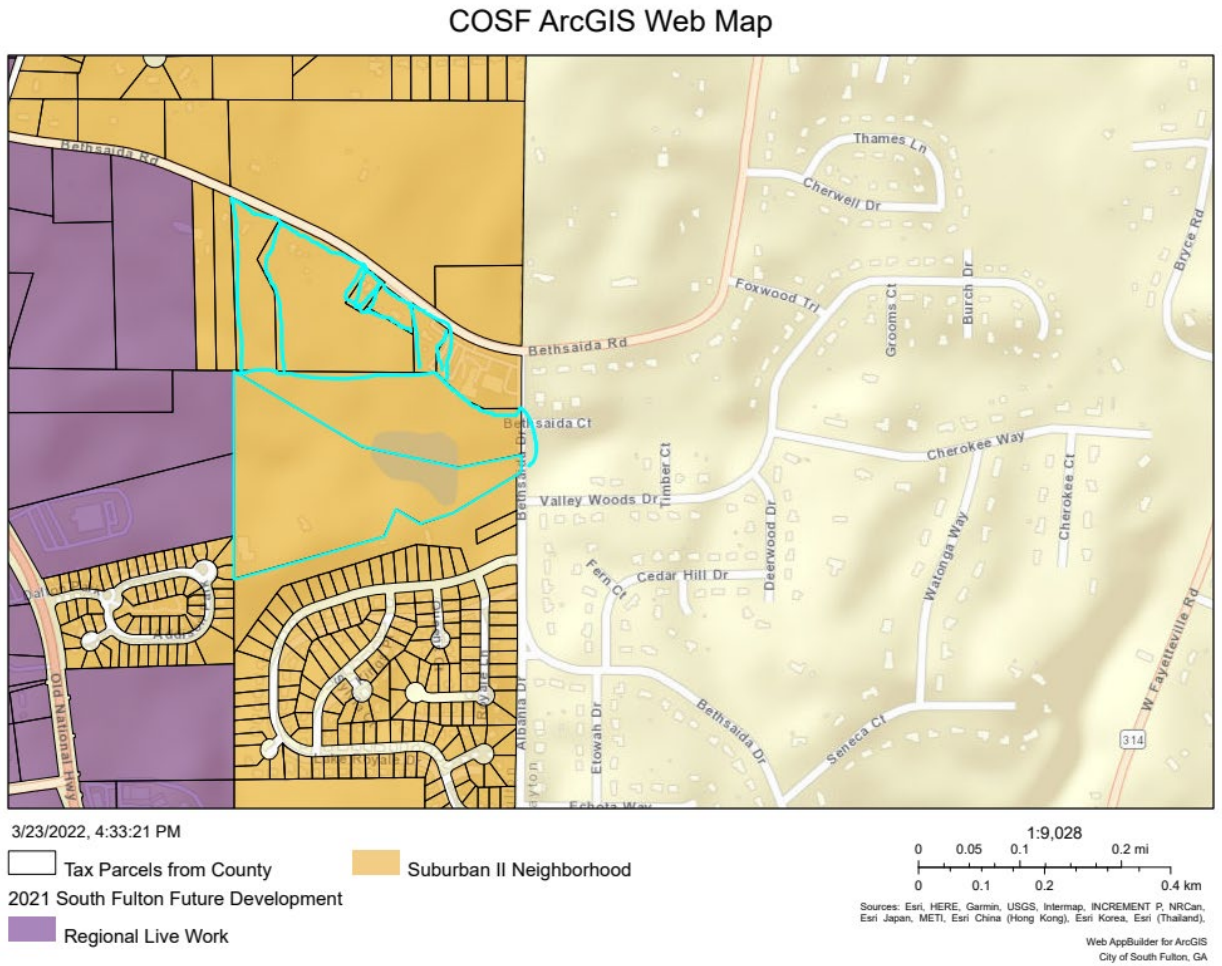


Fulton County 2035 Future Land Use Map



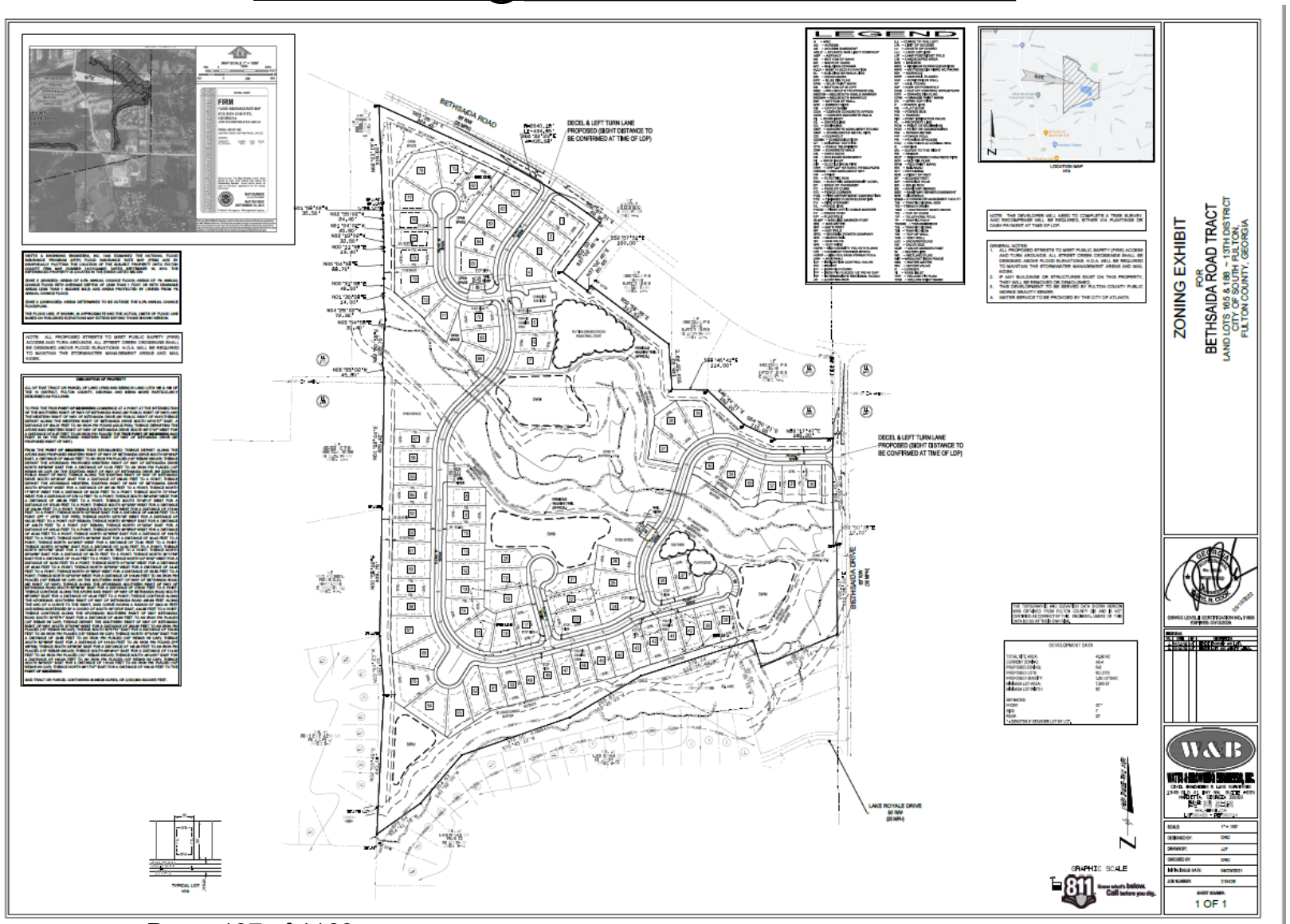
Z21-015: Bethsaida Rd.

South Fulton 2021 Future Land Use Map



The site is in compliance with the new future land use plan that was approved in December of 2021.

Z21-015: Bethsaida Rd



Z21-015 Bethsaida Rd.

Z21-015 Bethsaida Rd.

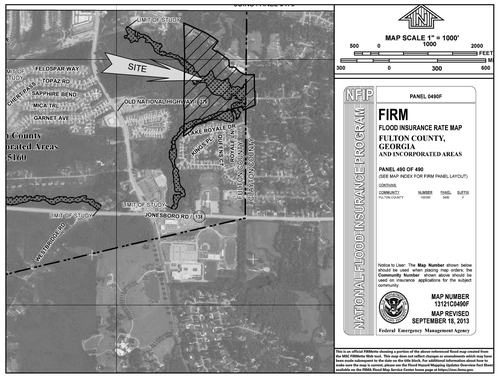
Meeting Summary:

November 16, 2021: Deferred by Planning Commission
January 18, 2022: Deferred by Planning Commission
February 23, 2022: Deferred by Planning Commission
March 23, 2022: Deferred by Planning Commission
April 27, 2022: Deferred by Planning Commission
May 26,2022: Planning Commission Recommended Denial

Z21-015 Bethsaida Rd.

Summary of staff conditions and changes since initial application submittal:

- Front facades to be brick or stone with fiber cementitious accents.
- Mandatory HOA requirement for areas owned in common
- No more than 40% (34) of CO's can be issued before Phase I amenity is completed, no more than 70% (59) of CO's can be issued before Phase II amenity is completed.
- Each home shall have 1 electric vehicle charging station
- Side entry garages are required on corner lots, and lots larger than 9,000 square feet with the appropriate turn radius
- A sewer capacity report and approval by Fulton County shall be required before a Land Disturbance Permit may be issued.
- Requirement for a hydrology report and erosion control plan to be submitted to and approved by the City Engineer before any certificates of occupancy may be issued.
- Requirement for a six-foot-high privacy fence to the rear of lots 38-76



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 13121C0490F, DATED SEPTEMBER 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.

NOTE: ALL PROPOSED STREETS TO MEET PUBLIC SAFETY (FIRE) ACCESS AND TURN AROUNDS. ALL STREET CREEK CROSSINGS SHALL BE DESIGNED ABOVE FLOOD ELEVATIONS. H.O.A. WILL BE REQUIRED TO MAINTAIN THE STORMWATER MANAGEMENT AREAS AND MAIL KIOSK.

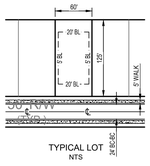
DESCRIPTION OF PROPERTY

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 165 & 188 OF THE 13 DISTRICT, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

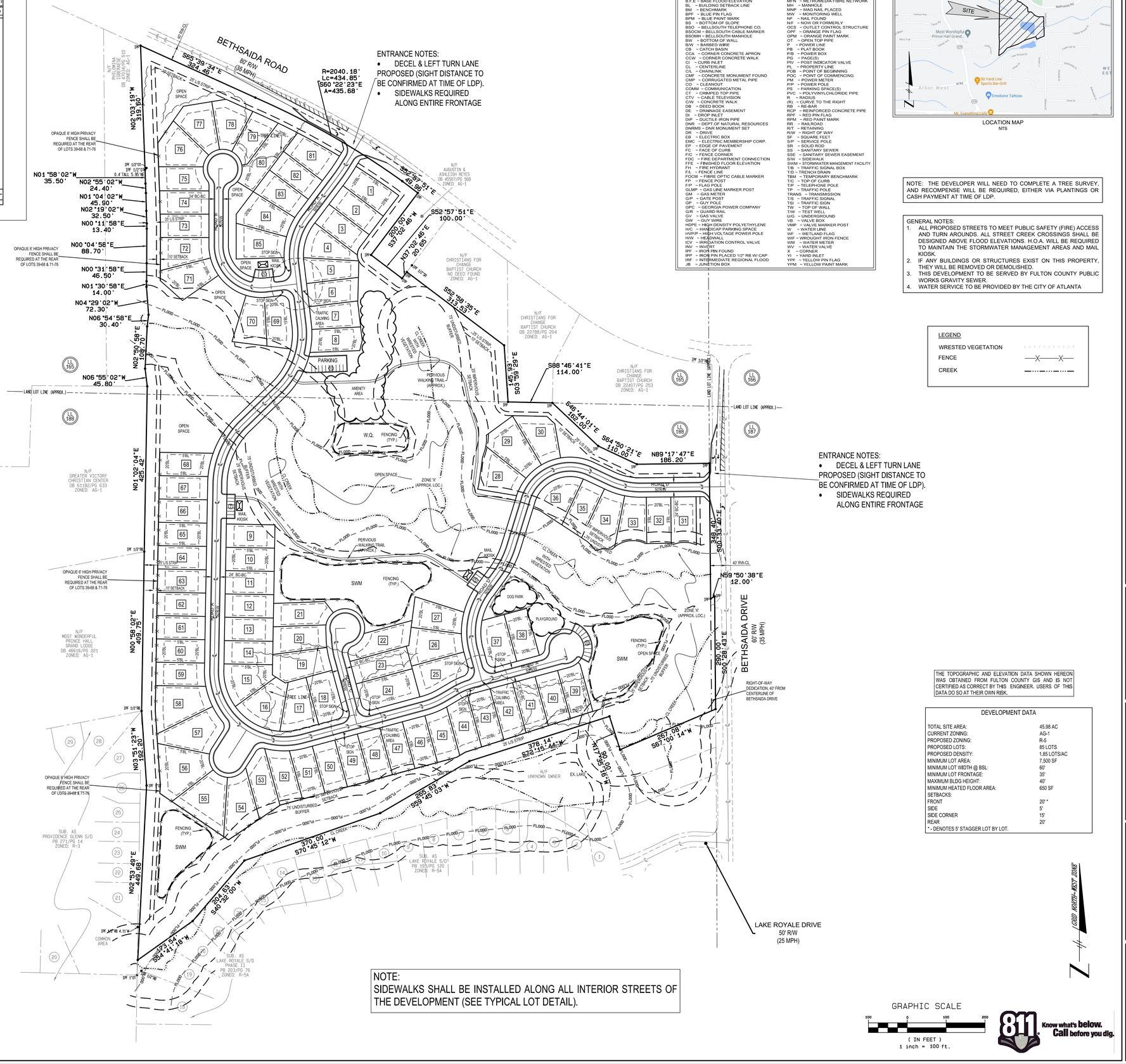
TO FIND THE TRUE **POINT OF BEGINNING** COMMENCE AT A POINT AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF BETHSAIDA ROAD (80' PUBLIC RIGHT OF WAY) AND THE WESTERN RIGHT OF WAY OF BETHSAIDA DRIVE (60' PUBLIC RIGHT OF WAY)THENCE DEPART ALONG THE WESTERN RIGHT OF BETHSAIDA DRIVE SOUTH 00°31'27" EAST, A DISTANCE OF 254.31 FEET TO AN IRON PIN FOUND (AXLE-FND); THENCE DEPARTING THE AFORE SAID WESTERN RIGHT OF WAY OF BETHSAIDA DRIVE SOUTH 89°17'47" WEST FOR A DISTANCE OF 8.97 FEET TO AN IRON PIN PLACED THE **TRUE POINT OF BEGINNING** SAID POINT IN ON THE PROPOSED WESTERN RIGHT OF WAY OF BETHSAIDA DRIVE (80' PROPOSED RIGHT OF WAY).

FROM THE **POINT OF BEGINNING** THUS ESTABLISHED; THENCE DEPART ALONG THE AFORE SAID PROPOSED WESTERN RIGHT OF WAY OF BETHSAIDA DRIVE SOUTH 00°33'40" EAST, A DISTANCE OF 348.40 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP); THENCE DEPART THE AFORESAID PROPOSED WESTERN RIGHT OF WAY OF BETHSAIDA DRIVE NORTH 89°50'38" EAST FOR A DISTANCE OF 12.00 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP) ON THE EXISTING RIGHT OF WAY OF BETHSAIDA DRIVE (60' EXISTING PUBLIC RIGHT OF WAY); THENCE ALONG THE EXISTING RIGHT OF WAY OF BETHSAIDA DRIVE SOUTH 00°28'43" EAST FOR A DISTANCE OF 290.00 FEET TO A POINT; THENCE DEPART THE AFORESAID WESTERN, EXISTING RIGHT OF WAY OF BETHSAIDA DRIVE SOUTH 67°00'15" WEST FOR A DISTANCE OF 267.08 FEET TO A POINT; THENCE NORTH 17°35'16" WEST FOR A DISTANCE OF 90.00 FEET TO A POINT; THENCE SOUTH 72°15'44" WEST FOR A DISTANCE OF 378.14 FEET TO A POINT; THENCE SOUTH 59°45'03" WEST FOR A DISTANCE OF 265.83 FEET TO A POINT; THENCE SOUTH 70°45'12" WEST FOR A DISTANCE OF 370.00 FEET TO A POINT; THENCE SOUTH 40°32'00" WEST FOR A DISTANCE OF 204.63 FEET TO A POINT; THENCE SOUTH 54°41'16" WEST FOR A DISTANCE OF 173.54 FEET TO A POINT; THENCE NORTH 02°53'49" EAST FOR A DISTANCE OF 449.68 FEET TO A POINT (IPF 1" OPEN TOP PIPE); THENCE NORTH 03°51'23" WEST FOR A DISTANCE OF 192.20 FEET TO A POINT (1/2" REBAR); THENCE NORTH 00°58'02" EAST FOR A DISTANCE OF 409.75 FEET TO A POINT (1/2" REBAR); THENCE NORTH 01°02'04" EAST FOR A DISTANCE OF 425.42 FEET TO A POINT; THENCE NORTH 06°55'02" WEST FOR A DISTANCE OF 45.80 FEET TO A POINT; THENCE NORTH 02°50'58" EAST FOR A DISTANCE OF 108.70 FEET TO A POINT; THENCE NORTH 06°54'58" EAST FOR A DISTANCE OF 30.40 FEET TO A POINT; THENCE NORTH 04°29'02" WEST FOR A DISTANCE OF 72.30 FEET TO A POINT; THENCE NORTH 01°30'58" EAST FOR A DISTANCE OF 14.00 FEET TO A POINT; THENCE NORTH 00°31'58" EAST FOR A DISTANCE OF 46.50 FEET TO A POINT; THENCE NORTH 00°04'56" EAST FOR A DISTANCE OF 88.70 FEET TO A POINT; THENCE NORTH 00°11'58" EAST FOR A DISTANCE OF 13.40 FEET TO A POINT; THENCE NORTH 02°19'02" WEST FOR A DISTANCE OF 32.50 FEET TO A POINT; THENCE NORTH 01°04'02" WEST FOR A DISTANCE OF 45.90 FEET TO A POINT; THENCE NORTH 02°55'02" WEST FOR A DISTANCE OF 24.40 FEET TO A POINT; THENCE NORTH 01°58'02" WEST FOR A DISTANCE OF 35.50 FEET TO A POINT; THENCE NORTH 02°03'19" WEST FOR A DISTANCE OF 319.60 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP) ON THE SOUTHERN RIGHT OF WAY OF BETHSAIDA ROAD (80' RIGHT OF WAY); THENCE ALONG THE AFORESAID SOUTHERN RIGHT OF WAY OF BETHSAIDA ROAD SOUTH 65°39'34" EAST FOR A DISTANCE OF 279.00 FEET TO A POINT; THENCE CONTINUE ALONG THE AFORE SAID RIGHT OF WAY OF BETHSAIDA ROAD SOUTH 65°29'52" EAST FOR A DISTANCE OF 45.46 FEET TO A POINT; THENCE CONTINUE ALONG THE AFORESAID SOUTHERN RIGHT OF WAY OF BETHSAIDA ROAD 435.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2040.18 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 60°22'23" EAST, 434.85 FEET TO A POINT; THENCE CONTINUE ALONG THE AFORESAID SOUTHERN RIGHT OF WAY OF BETHSAIDA ROAD SOUTH 52°57'51" EAST FOR A DISTANCE OF 49.96 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP); THENCE DEPART THE SOUTHERN RIGHT OF WAY OF BETHSAIDA RIGHT OF WAY SOUTH 37°02'46" WEST FOR A DISTANCE OF 200.00 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP); THENCE SOUTH 52°57'51" EAST FOR A DISTANCE OF 100.00 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP); THENCE NORTH 37°02'46" EAST FOR A DISTANCE OF 20.65 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP); THENCE SOUTH 52°58'35" EAST FOR A DISTANCE OF 313.53 FEET TO AN IRON PIN FOUND (IPF 3/8"RB); THENCE SOUTH 03°59'29" EAST FOR A DISTANCE OF 145.93 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP); THENCE SOUTH 88°46'41" EAST FOR A DISTANCE OF 114.00 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP); THENCE SOUTH 46°44'01" EAST FOR A DISTANCE OF 162.00 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP); THENCE SOUTH 64°50'21" EAST FOR A DISTANCE OF 110.00 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP); THENCE NORTH 89°17'47" EAST FOR A DISTANCE OF 186.20 FEET TO THE **POINT OF BEGINNING**

SAID TRACT OR PARCEL CONTAINING 45.98026 ACRES, OR 2,002,900 SQUARE FEET.



TYPICAL LOT
NTS



NOTE:
SIDEWALKS SHALL BE INSTALLED ALONG ALL INTERIOR STREETS OF THE DEVELOPMENT (SEE TYPICAL LOT DETAIL).

LEGEND

A ~ ARC	(L) ~ CURVE TO THE LEFT
AC ~ ACRE(S)	L/A ~ LIMIT OF ACCESS
AE ~ ACCESS EASEMENT	Lc ~ LENGTH OF CHORD
AGLC ~ ATLANTA GAS LIGHT COMPANY	LLL ~ LAND LOT LINE
ASP ~ ASPHALT	L/P ~ LAMP POST/LIGHT POLE
BB ~ BOTTOM OF BANK	LS ~ LANDSCAPED AREA
BC ~ BACK OF CURB	M/B ~ MAILBOX
BLC ~ BUILDING CORNER	MFE ~ MINIMUM FLOOR ELEVATION
B.F.E ~ BASE FLOOD ELEVATION	MFN ~ METROMEDIA FIBRE NETWORK
BL ~ BUILDING SETBACK LINE	MH ~ MANHOLE
BM ~ BENCHMARK	MNP ~ MAG NAIL PLACED
BPF ~ BLUE PIN FLAG	MW ~ MONITORING WELL
BPM ~ BLUE PAINT MARK	NF ~ NAIL FOUND
BS ~ BOTTOM OF SLOPE	N/F ~ NOW OR FORMERLY
BSO ~ BELLSOUTH TELEPHONE CO.	OCS ~ OUTLET CONTROL STRUCTURE
BSOCM ~ BELLSOUTH CABLE MARKER	OPF ~ ORANGE PIN FLAG
BSOMH ~ BELLSOUTH MANHOLE	OPM ~ ORANGE PAINT MARK
BW ~ BOTTOM OF WALL	OT ~ OPEN TOP PIPE
B/W ~ BARBED WIRE	P ~ POWER LINE
CB ~ CATCH BASIN	PB ~ PLAT BOOK
CCA ~ CORNER CONCRETE APRON	P/B ~ POWER BOX
CCW ~ CORNER CONCRETE WALK	PG ~ PAGE(S)
CI ~ CURB INLET	PIV ~ POST INDICATOR VALVE
CL ~ CENTERLINE	PL ~ PROPERTY LINE
C/L ~ CHAINLINK	POB ~ POINT OF BEGINNING
CMF ~ CONCRETE MONUMENT FOUND	POC ~ POINT OF COMMENCING
CMP ~ CORRUGATED METAL PIPE	PM ~ POWER METER
CO ~ CLEANOUT	P/P ~ POWER POLE
COMM ~ COMMUNICATION	PS ~ PARKING SPACE(S)
CT ~ CRIMPED TOP PIPE	PVC ~ POLYVINYLCHLORIDE PIPE
CTV ~ CABLE TELEVISION	R ~ RADIUS
CW ~ CONCRETE WALK	(R) ~ CURVE TO THE RIGHT
DB ~ DEED BOOK	RB ~ RE-BAR
DE ~ DRAINAGE EASEMENT	RCP ~ REINFORCED CONCRETE PIPE
DI ~ DROP INLET	RPF ~ RED PIN FLAG
DIP ~ DUCTILE IRON PIPE	RPM ~ RED PAINT MARK
DNR ~ DEPT.OF NATURAL RESOURCES	RR ~ RAILROAD
DNRMS ~ DNR MONUMENT SET	R/T ~ RETAINING
DR ~ DRIVE	R/W ~ RIGHT OF WAY
EB ~ ELECTRIC BOX	SF ~ SQUARE FEET
EMC ~ ELECTRIC MEMBERSHIP CORP.	S/P ~ SERVICE POLE
EP ~ EDGE OF PAVEMENT	SR ~ SOLID ROD
FC ~ FACE OF CURB	SS ~ SANITARY SEWER
F/C ~ FENCE CORNER	SSE ~ SANITARY SEWER EASEMENT
FDC ~ FIRE DEPARTMENT CONNECTION	S/W ~ SIDEWALK
FFE ~ FINISHED FLOOR ELEVATION	SWM ~ STORMWATER MANGEMENT FACILITY
FH ~ FIRE HYDRANT	T/B ~ TRAFFIC SIGNAL BOX
F/L ~ FENCE LINE	T/D ~ TRENCH DRAIN
FOCM ~ FIBRE OPTIC CABLE MARKER	TBM ~ TEMPORARY BENCHMARK
HVP/P ~ HIGH VOLTAGE POWER POLE	TC ~ TOP OF CURB
H/W ~ HEADWALL	T/P ~ TELEPHONE POLE
ICV ~ IRRIGATION CONTROL VALVE	TP ~ TRAFFIC POLE
INV ~ INVERT	TRANS ~ TRANSMISSION
IPF ~ IRON PIN FOUND	T/S ~ TRAFFIC SIGNAL
IPP ~ IRON PIN PLACED 1/2" RB W/ CAP	TSI ~ TRAFFIC SIGN
IRF ~ INTERMEDIATE REGIONAL FLOOD	T/W ~ TOP OF WALL
JB ~ JUNCTION BOX	T/W ~ TEST WELL
	U/G ~ UNDERGROUND
	VB ~ VALVE BOX
	VMP ~ VALVE MARKER POST
	W ~ WATER LINE
	W/ ~ WETLAND FLAG
	WIF ~ WROUGHT IRON FENCE
	WM ~ WATER METER
	WV ~ WATER VALVE
	X ~ CORNER
	Y/I ~ YARD INLET
	YPF ~ YELLOW PIN FLAG
	YPM ~ YELLOW PAINT MARK

Tributors
Shell
Bethsaida Rd
fancy dog gr
SITE
Most Worshipful Prince Hall Grand...
50 Yard Line Sports Bar Grill
Emotionz Tattoos
Arbor West
Mr. Everything Cafe
Valley Rd
Yellow Wax
Wind Trail
Wind Chase
Valley Ridge Dr
Lake Royale Dr
Lake Royale Ct
Lake Royale Cir
Lake Royale Pl
Lake Royale Trl
Lake Royale Ln

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of 06/27/2022 ("Effective Date") between **MEDICI COMMUNITY DEVELOPMENT CORP.** ("Owner") and **LOWE ENGINEERS, LLC** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Traffic Impact Study – Bethsaida Road Tract in South Fulton County, GA ("Project").

Engineer's services under this Agreement are identified in the attached ***Exhibit A – Scope of Services***

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").

B. Engineer shall complete its Services within a reasonable period of time.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

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B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of $7,600.00.

2. In addition to the Lump Sum amount, reimbursement for the following expenses: None

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as *Exhibit B*.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure

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such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply

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with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. The Engineer grants its construction review personnel no authority to make any changes to contract documents. All changes, without exception, must be approved by the client.

G. Unless specified differently elsewhere in this contract, the Client and their project managers, agents, and representatives accept all responsibility for supervision, management, direction, inspection and review of all construction surveys and staking performed by the Engineer. The Client further accepts responsibility to notify the Engineer within 48 hours of any suspected errors or omissions. The Engineer agrees to promptly investigate and replace if necessary, and construction staking found to be in error or omitted; however, the Engineer in no way accepts liability for construction activity costs that result from these errors and/or omissions.

H. Unless otherwise agreed, Client shall provide free and unrestricted right-of-entry to the land owned or controlled by the Client and that the Client will indemnify and hold Engineer harmless from any damages, losses, cost, expense, or liability including attorney's fees, by reason of the failure of the Client to be possessed with the means of unrestricted ingress and egress to and from the property as well as any failure of title in Client as to the property which Client has warranted that it owns or over which it has control. Engineer will take reasonable precautions to minimize damage to the land caused by their equipment. However, unless otherwise agreed, the Basis of Payment as set forth in Paragraph 2.02 does not include the cost of restoration or damage which may result from the Engineer's operations. If Client desires the Engineer to restore the land to its former condition, we will comply and add the cost to the fee, unless the damage is caused by the Engineer's or its employees' negligence or willful misconduct, in which event Engineer shall pay for such restoration.

I. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

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1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

J. The location of existing underground utilities is shown in an approximate way only. The Client or his Contractor shall determine the exact location of all existing utilities before commencing work. The Client agrees to be fully responsible for any and all damages which might be occasioned by failure of the Client or his Contractors to exactly locate and preserve any and all underground utilities.

K. On maps compiled by the Engineer using photogrammetric methods, contours portrayed as dashed or broken lines represent areas of dense vegetation and should be considered approximate. Unless noted otherwise, mapping has not been field verified. Prior to use as a basis for design and/or construction, mapping must be field verified.

L. From time to time the Engineer may provide the Client with preliminary working drawings, sketches, opinions of probable cost, draft specifications, etc. These documents may or may not be labeled "Preliminary". The Client should not under any circumstances use this information as if it were final. Preliminary documents have not been reviewed and may change substantially prior to final submittal.

M. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

N. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $25,000.00 or the total amount of compensation received by Engineer, whichever is greater.

O. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project

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affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

P. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

Q. This Agreement is to be governed by the law of the State of Georgia in a court of law with venue in Fulton County, Georgia.

R. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

B. In the event that any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

7.01 *Definitions*

A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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8.01 *Attachments:*

Exhibit A – Scope of Services
Exhibit B – Engineer's Fee Schedule

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **Medici Community Development Corp**	Engineer: **Lowe Engineers, LLC**
By:	By:
Print name:	Print name: Sameer Patharkar, PE
Title:	Title: Partner
Date Signed:	Date Signed: 06/27/2022

Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
Medici Community Development Corp	**Lowe Engineers, LLC**
1629 K St., NW	**990 Hammond Drive, Suite 900**
Washington, DC 20006	**Atlanta, Georgia 30328**

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June 27, 2022

VIA EMAIL

Thomas Houston
Medici Community Development Corp.
1629 K St. NW
Washington DC 20006
Thouston@mynewhomedc.com
678-369-3082

Re: **Bethsaida Rd Tract – Traffic Impact Study**

Lowe Engineers, LLC is pleased to submit this Letter Agreement ("Letter Agreement") Medici Community Development Corp. for providing Professional Services for the above referenced project. Our Project Understanding is detailed below, and the Letter Agreement details the Scope of Services, Additional Services, Fees, and Hourly Rate Schedule.

Project Understanding

A proposed residential development consisting of approximately 85 single family homes is proposed along Bethsaida Drive in the City of South Fulton. A traffic study has been requested to satisfy a public involvement informational meeting with surrounding neighborhoods. The scope of the study is outlined below.

SECTION 1
Scope of Services

TASK 1: TRAFFIC DATA COLLECTION

Traffic data in the form of peak hour turning movement count will be collected at the intersection of Bethsaida Rd and Bethsaida Dr. Typically traffic counts are performed while schools are in session. Due to the limited time constraints an adjustment factor will be developed and applied to the traffic counts to adjust for seasonal variations.

TASK 1: TRAFFIC IMPACT STUDY

The following analyses will be prepared as part of this traffic impact study and summarized in a report/memo suitable for use for meetings with surrounding neighbors.

Traffic Volume Adjustments

Existing traffic volumes will be adjusted for seasonal variations due to schools being out for the summer. An adjustment factor will be developed and applied to the study intersections. A growth rate will be used for future conditions analysis.

Trip Generation / Distribution

The number of trips to and from the proposed development will be determined by using trip generation rates provided in the Institute of Transportation Engineers Trip Generation Manual 11th Edition and distributed to the

study network based on traffic trends, collected traffic data, and information from local agencies. Turning movement volumes at the study intersections and driveways will be estimated.

Capacity and Queueing Analysis

A capacity and queueing analysis will be performed at the following locations using the Synchro 11 / SimTraffic 11 modeling software for the weekday AM and PM peak hours.

1) Bethsaida Rd at Bethsaida Dr

All site driveways (2)

Turn Lane Warrant Analysis

Traffic volumes turn lane warrant analysis will be performed for all site driveways per City of South Fulton standards.

Mitigation Recommendations

If deficiencies are found recommendations for mitigation will be provided.

Analysis Scenarios

The Following scenarios will be included in analysis for the proposed development, where base year is the proposed build-out year of the development.

1. Existing Conditions (2022)
2. Background "No-Build" Conditions
3. Full Build

SECTION 2
Fees

Task		**Task Fee**
Task 1 – Traffic Data Collection		$300
Task 2 – Traffic Impact Study		$7,300
	Total	**$7,600**

SECTION 3
Item Provided by the Client

1. Site Plan Including land use density

SECTION 4
Additional Services

1. Traffic Data Collection
2. Additional analysis (additional scenarios if a multi-phase analysis is needed, site plan changes, etc.)
3. Additional meetings (zoning meeting / public meeting)
4. Construction drawings

All permitting, application, and similar project feels will be paid directly by the Client.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the billing period. Payments will be due within 28 calendar days of the date of the invoice. Payments shall be made electronically or sent to Lowe Engineers, LLC, 990 Hammond Drive, Suite 900, Atlanta, GA 30328.

Exhibit B

LOWE ENGINEERS

Lowe Engineers 2022 Fee Schedule	
Category	2022 Rates
Principal	$280
Department Manager	$235
Senior Project Manager	$220
Senior Project Specialist	$270
Project Manager	$180
Traffic Project Manager	$240
Senior Traffic Engineer	$190
Traffic Engineer	$115
Senior Design Engineer	$155
Senior Project Engineer	$145
Senior Designer	$135
Project Engineer	$130
Project Designer	$115
Design Engineer	$120
Senior Geospatial Analyst	$115
Geospatial Analyst	$95
Senior GIS Technician	$110
GIS Technician	$95
Senior Technician	$125
Senior Data Analyst	$90
Technician	$90
Senior Construction Manager	$210
Construction Manager	$175
Construction Inspector/Technician	$110
Professional Land Surveyor	$240
Survey Supervisor	$140
Field Supervisor	$125
Senior Survey Technician	$115
Survey Technician	$90
Survey Crew (3 person)	$190
Survey Crew (2 person)	$160
Survey Crew (1 person)	$115
Scanner Field Crew	$290
Scanner Technician	$135
Small Unmanned Aerial System (sUAS)	$275
UAV Data Processing	$150
Research	$110
Clerical	$70
Senior Accountant/Admin	$100
Expenses	Cost plus 10%
As of 12-3-21	

Battle Law

7245 Bethsaida Drive, 7329 Bethsaida Drive, 2234 Bethsaida Road, 2224 Bethsaida Road, and 0 Bethsaida Road

Rezoning to R-5

Medici Road

Who We Are

Medici Road operates as a Washington, D.C. *Community Development non-profit*. Our role is to use a racial equity lens in creating opportunities, policies, products, and programs that help people re-imagine their neighborhoods and life trajectories.

What We Do

Evaluation/Research

Analyzing successes to curtail waste and bolster productivity

Policy

Writing policy from the community viewpoint through a racial equity lens

Program Design

Turning data into programs that people can use

Concept Development

Bringing ideas to life

Medici Road

Centers of Change

Education

Housing

Public Health

Medici Road

Focus Areas

This is a sample with the full list on mediciroad.org

Black Homeownership

Classroom Trauma

Community Based Evaluation

Equitable Neighborhood Planning

Design Thinking w/ a Racial Equity Lens

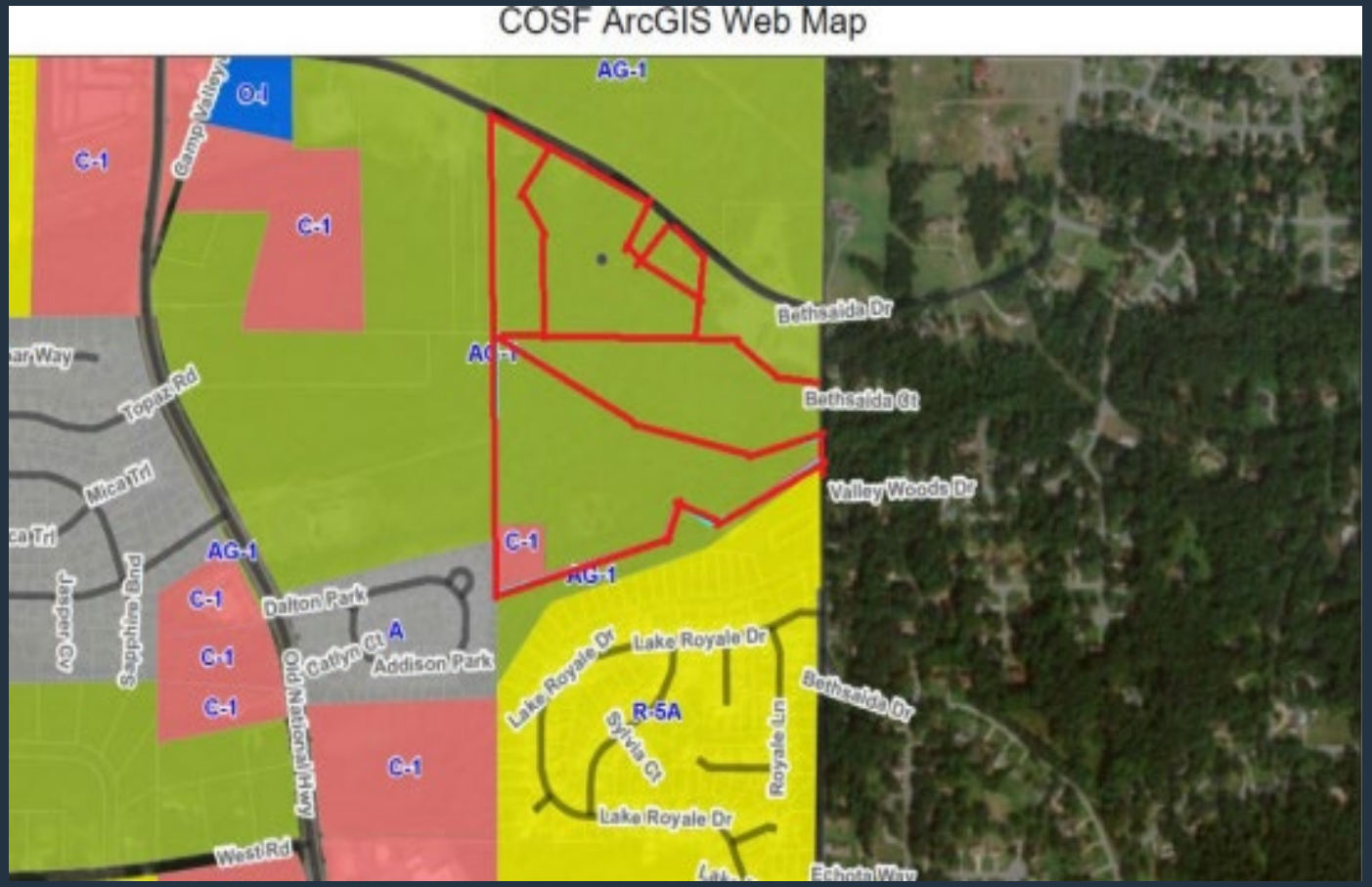
Substance Abuse Prevention

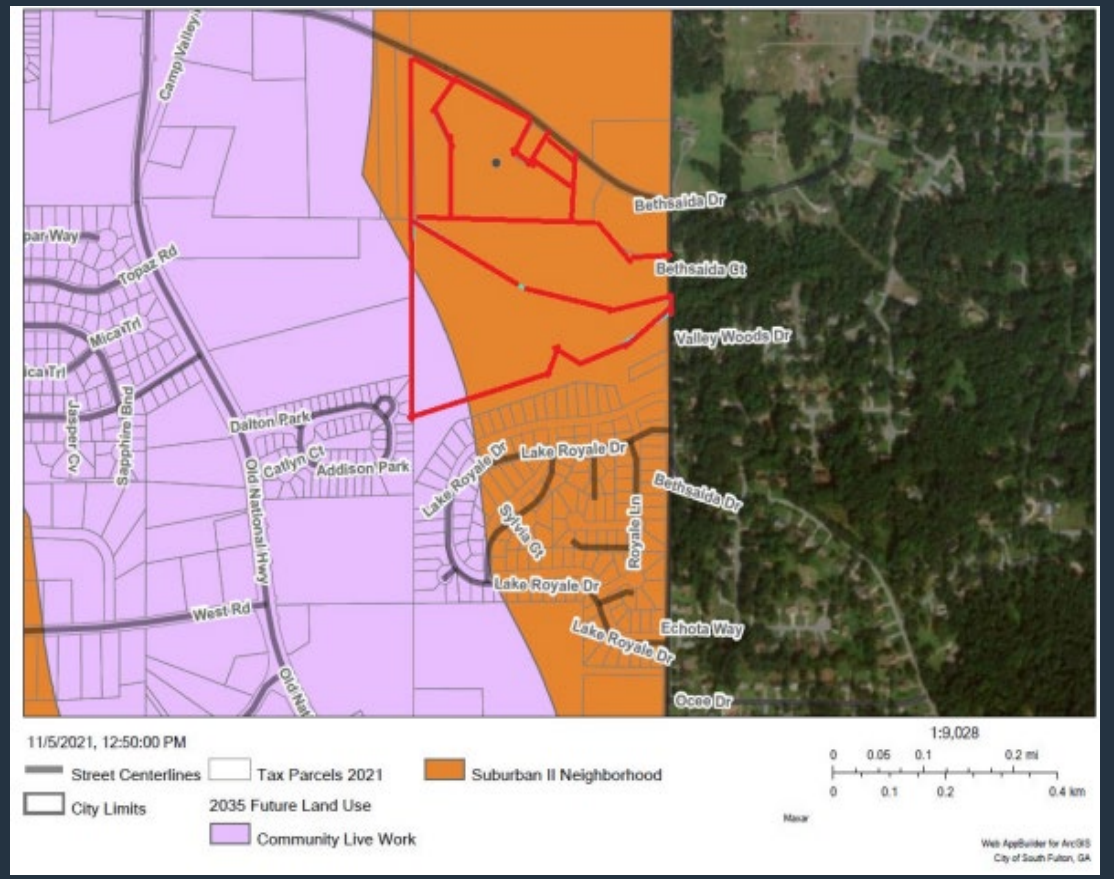
Prison Pipeline Initiatives

Wealth Building Strategies

Current New Construction Development

Bethsaida Site Info and Proposed Changes

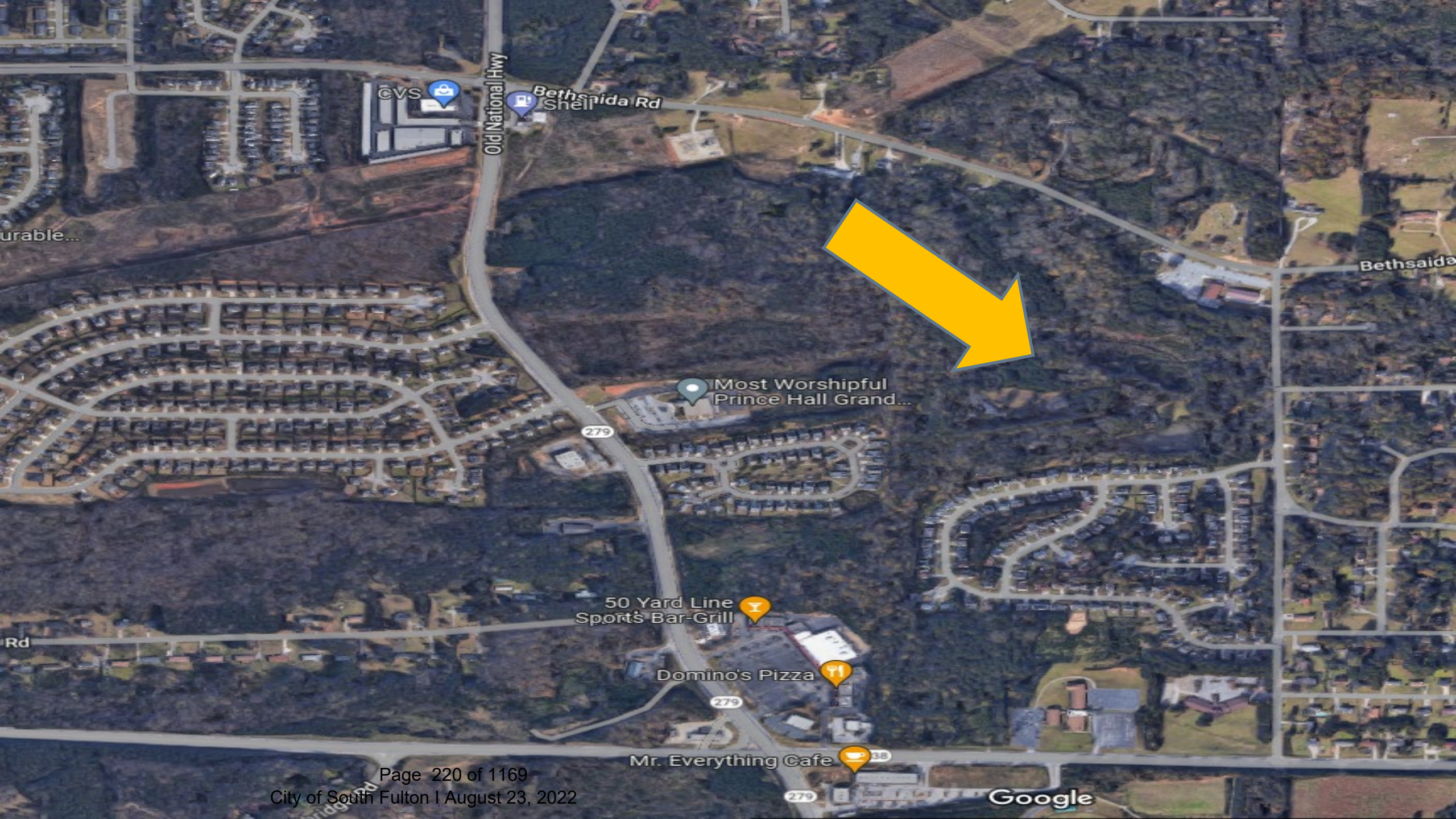


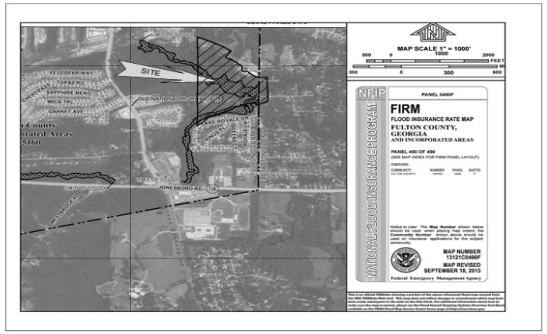


- Current Zoning Map: AG-1 and C-1
- Proposed Zoning: R-5

Future Land Use Map

- The Future Land Use is split between two categories: Suburban Neighborhood II and Community Live Work
- Suburban Neighborhood Future Land Uses: *Residentials 3-5 units per acre*


CVS
Old National Hwy
Shell
Bethsaida Rd
Most Worshipful
Prince Hall Grand...
279
50 Yard Line
Sports Bar-Grill
Domino's Pizza
Mr. Everything Cafe
Bethsaida
Google



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 13121C0460F, DATED SEPTEMBER 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.

NOTE: ALL PROPOSED STREETS TO MEET PUBLIC SAFETY (FIRE) ACCESS AND TURN AROUNDS. ALL STREET CREEK CROSSINGS SHALL BE DESIGNED ABOVE FLOOD ELEVATIONS. H.O.A. WILL BE REQUIRED TO MAINTAIN THE STORMWATER MANAGEMENT AREAS AND MAIL KIOSK.

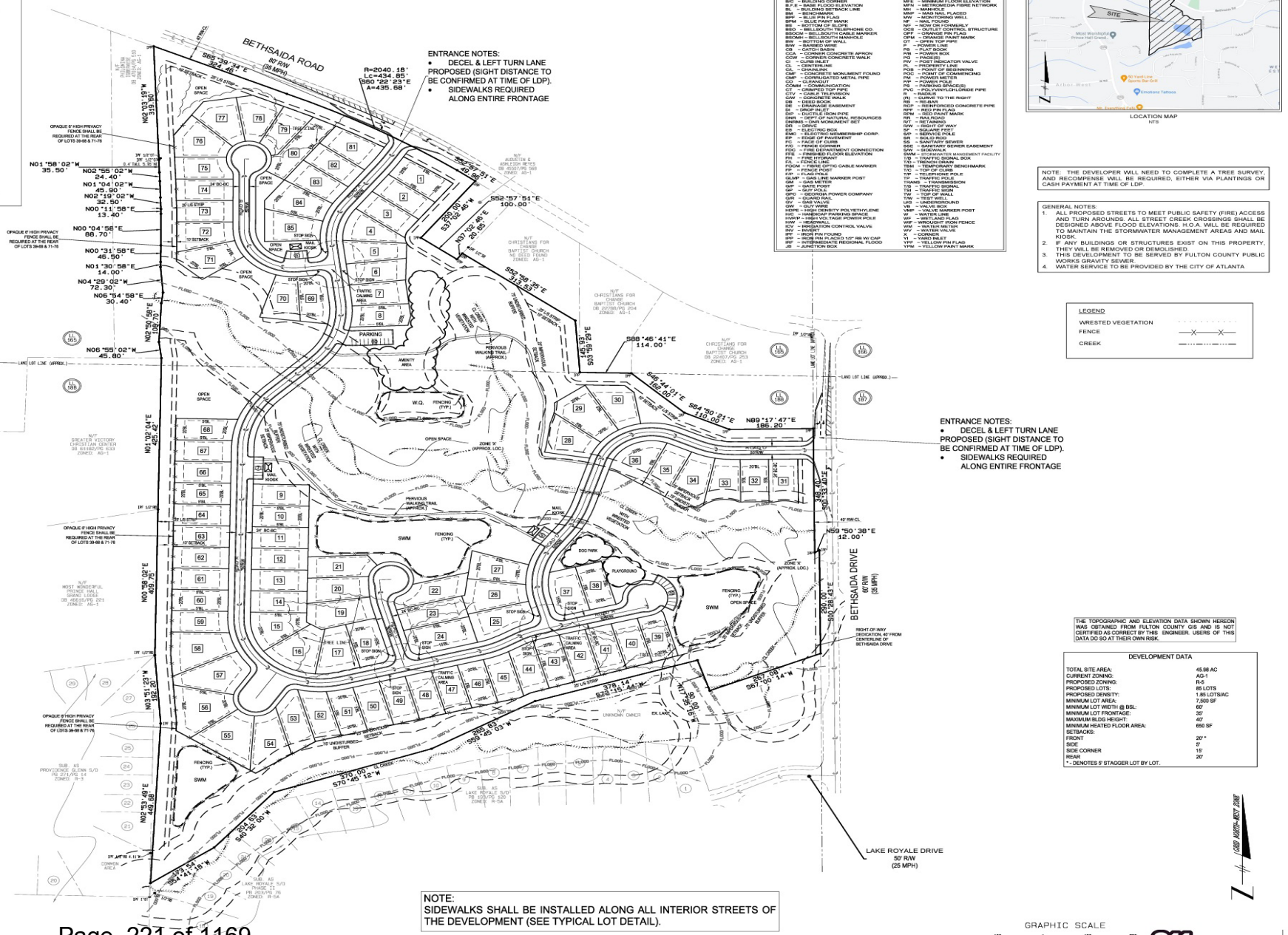
DESCRIPTION OF PROPERTY

ALL OF THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 165 & 188 OF THE 13 DISTRICT, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE **POINT OF BEGINNING** COMMENCE AT A POINT AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF BETHSAIDA ROAD (80' PUBLIC RIGHT OF WAY) AND THE WESTERN RIGHT OF WAY OF BETHSAIDA DRIVE (60' PUBLIC RIGHT OF WAY);THENCE DEPART ALONG THE WESTERN RIGHT OF BETHSAIDA DRIVE SOUTH 00°31'27" EAST, A DISTANCE OF 264.31 FEET TO AN IRON PIN FOUND (AXLE-FND); THENCE DEPARTING THE AFORE SAID WESTERN RIGHT OF WAY OF BETHSAIDA DRIVE SOUTH 89°17'47" WEST FOR A DISTANCE OF 8.97 FEET TO AN IRON PIN PLACED THE **TRUE POINT OF BEGINNING** SAID POINT IN ON THE PROPOSED WESTERN RIGHT OF WAY OF BETHSAIDA DRIVE (80' PROPOSED RIGHT OF WAY).

FROM THE **POINT OF BEGINNING** THUS ESTABLISHED; THENCE DEPART ALONG THE AFORE SAID PROPOSED WESTERN RIGHT OF WAY OF BETHSAIDA DRIVE SOUTH 00°33'40" EAST FOR A DISTANCE OF 349.40 FEET TO A POINT; THENCE DEPART THE AFORE SAID PROPOSED WESTERN RIGHT OF WAY OF BETHSAIDA DRIVE SOUTH 59°50'38" EAST FOR A DISTANCE OF 12.00 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP) ON THE EXISTING RIGHT OF WAY OF BETHSAIDA DRIVE (60' EXISTING PUBLIC RIGHT OF WAY); THENCE ALONG THE EXISTING RIGHT OF WAY OF BETHSAIDA DRIVE SOUTH 00°28'40" EAST FOR A DISTANCE OF 299.00 FEET TO A POINT; THENCE DEPART THE AFORESAID WESTERN, EXISTING RIGHT OF WAY OF BETHSAIDA DRIVE SOUTH 67°00'19" WEST FOR A DISTANCE OF 267.08 FEET TO A POINT; THENCE NORTH 17°35'16" WEST FOR A DISTANCE OF 90.00 FEET TO A POINT; THENCE SOUTH 72°15'44" WEST FOR A DISTANCE OF 378.14 FEET TO A POINT; THENCE SOUTH 59°46'53" WEST FOR A DISTANCE OF 285.83 FEET TO A POINT; THENCE SOUTH 70°45'12" WEST FOR A DISTANCE OF 370.00 FEET TO A POINT; THENCE SOUTH 40°32'00" WEST FOR A DISTANCE OF 204.63 FEET TO A POINT; THENCE SOUTH 54°41'18" WEST FOR A DISTANCE OF 173.54 FEET TO A POINT; THENCE NORTH 02°53'49" EAST FOR A DISTANCE OF 446.88 FEET TO A POINT; THENCE NORTH 03°35'23" WEST FOR A DISTANCE OF 519.90 FEET TO A POINT; THENCE NORTH 00°58'02" EAST FOR A DISTANCE OF 409.75 FEET TO A POINT (1/2" REBAR); THENCE NORTH 02°56'58" EAST FOR A DISTANCE OF 425.42 FEET TO A POINT; THENCE NORTH 05°55'02" WEST FOR A DISTANCE OF 45.80 FEET TO A POINT; THENCE NORTH 02°50'58" EAST FOR A DISTANCE OF 108.70 FEET TO A POINT; THENCE NORTH 06°54'58" EAST FOR A DISTANCE OF 30.40 FEET TO A POINT; THENCE NORTH 04°29'02" WEST FOR A DISTANCE OF 72.30 FEET TO A POINT; THENCE NORTH 01°30'58" EAST FOR A DISTANCE OF 14.00 FEET TO A POINT; THENCE NORTH 00°31'58" EAST FOR A DISTANCE OF 46.90 FEET TO A POINT; THENCE NORTH 00°04'58" EAST FOR A DISTANCE OF 88.70 FEET TO A POINT; THENCE NORTH 00°11'58" EAST FOR A DISTANCE OF 13.40 FEET TO A POINT; THENCE NORTH 02°19'02" WEST FOR A DISTANCE OF 32.50 FEET TO A POINT; THENCE NORTH 01°04'02" WEST FOR A DISTANCE OF 45.90 FEET TO A POINT; THENCE NORTH 02°55'02" WEST FOR A DISTANCE OF 24.40 FEET TO A POINT; THENCE NORTH 01°58'02" WEST FOR A DISTANCE OF 35.50 FEET TO A POINT; THENCE NORTH 03°03'18" WEST FOR A DISTANCE OF 379.80 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP) ON THE SOUTHERN RIGHT OF WAY OF BETHSAIDA ROAD (80' RIGHT OF WAY); THENCE ALONG THE AFORESAID SOUTHERN RIGHT OF WAY OF BETHSAIDA ROAD SOUTH 86°39'24" EAST FOR A DISTANCE OF 279.00 FEET TO A POINT; THENCE CONTINUE ALONG THE AFORE SAID RIGHT OF WAY OF BETHSAIDA ROAD SOUTH 65°29'52" EAST FOR A DISTANCE OF 46.46 FEET TO A POINT; THENCE CONTINUE ALONG THE AFORESAID SOUTHERN RIGHT OF WAY OF BETHSAIDA ROAD 455.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2040.18 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 60°22'23" EAST, 434.85 FEET TO A POINT; THENCE CONTINUE ALONG THE AFORESAID SOUTHERN RIGHT OF WAY BETHSAIDA ROAD SOUTH 52°57'51" EAST FOR A DISTANCE OF 48.96 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP); THENCE DEPART THE SOUTHERN RIGHT OF WAY OF BETHSAIDA RIGHT OF WAY SOUTH 37°02'46" WEST FOR A DISTANCE OF 200.00 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP); THENCE SOUTH 52°57'51" EAST FOR A DISTANCE OF 100.00 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP); THENCE NORTH 37°02'46" EAST FOR A DISTANCE OF 200.65 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP); THENCE SOUTH 52°56'09" EAST FOR A DISTANCE OF 313.53 FEET TO AN IRON PIN FOUND (PF 3/8"RB); THENCE SOUTH 53°59'28" EAST FOR A DISTANCE OF 146.93 FEET TO AN IRON PIN PLACED (1/2" REBAR W/CAP); THENCE SOUTH 89°46'41" EAST FOR A DISTANCE OF 114.00 FEET TO AN IRON PIN PLACED (1/2 " REBAR W/CAP); THENCE SOUTH 46°44'01" EAST FOR A DISTANCE OF 162.00 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP); THENCE SOUTH 64°50'21" EAST FOR A DISTANCE OF 110.00 FEET TO AN IRON PIN PLACED (1/2" REBAR W/ CAP); THENCE NORTH 89°17'47" EAST FOR A DISTANCE OF 186.20 FEET TO THE **POINT OF BEGINNING**

SAID TRACT OR PARCEL CONTAINING 45.98026 ACRES, OR 2,002,803 SQUARE FEET.


BETHSAIDA ROAD
80' R/W
(35 MPH)
S65°39'43"E
324.48'
R=2040.18'
L=434.85
S60°22'23"E
A=435.58'
ENTRANCE NOTES:
• DECEL & LEFT TURN LANE PROPOSED (SIGHT DISTANCE TO BE CONFIRMED AT TIME OF LDP).
• SIDEWALKS REQUIRED ALONG ENTIRE FRONTAGE
N02°03'19"W
519.90'
N01°58'02"W
35.50'
N02°55'02"W
24.40'
N01°04'02"W
45.90'
N02°19'02"W
32.50'
N00°11'58"E
13.40'
N00°04'58"E
88.70'
N00°31'58"E
46.90'
N01°30'58"E
14.00'
N04°29'02"W
72.30'
N06°54'58"E
30.40'
N02°50'58"E
108.70'
N05°55'02"W
45.80'
N00°58'02"E
409.75'
N02°56'58"E
425.42'
N03°35'23"W
519.90'
N02°53'49"E
446.88'
S54°41'18"W
173.54'
S40°32'00"W
204.63'
S70°45'12"W
370.00'
S59°46'53"W
285.83'
S72°15'44"W
378.14'
N17°35'16"W
90.00'
S67°00'19"W
267.08'
S00°28'40"E
299.00'
S59°50'38"E
12.00'
S00°33'40"E
349.40'
N89°17'47"E
186.20'
S64°50'21"E
110.00'
S46°44'01"E
162.00'
S89°46'41"E
114.00'
S53°59'28"E
146.93'
S52°57'51"E
100.00'
S37°02'46"E
200.65'
S52°56'09"E
313.53'
S65°39'43"E
48.96'
BETHSAIDA DRIVE
60' R/W
(35 MPH)
LAKE ROYALE DRIVE
50' R/W
(25 MPH)
OPAQUE 6' HIGH PRIVACY FENCE SHALL BE REQUIRED AT THE REAR OF LOTS 39-68 & 71-76
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ENTRANCE NOTES:
• DECEL & LEFT TURN LANE PROPOSED (SIGHT DISTANCE TO BE CONFIRMED AT TIME OF LDP).
• SIDEWALKS REQUIRED ALONG ENTIRE FRONTAGE
NOTE:
SIDEWALKS SHALL BE INSTALLED ALONG ALL INTERIOR STREETS OF THE DEVELOPMENT (SEE TYPICAL LOT DETAIL).
RIGHT-OF-WAY DEDICATION, 40' FROM CENTERLINE OF BETHSAIDA DRIVE
50' UNDISTURBED BUFFER
50' UNDISTURBED BUFFER
30' UNDISTURBED BUFFER
30' UNDISTURBED BUFFER
30

CVS
Shell
Old National Hwy
Bethsaida Rd
Most Worshipful
Prince Hall Grand...
279
50 Yard Line
Sports Bar-Grill
Domino's Pizza
Mr. Everything Cafe
Google

Addressed Site Concerns

June 29th Traffic Study Showed No Adverse Effect on Surrounding Neighborhood

- Development has minor impact to the surrounding roadway network
- A right-turn deceleration lane is warranted for the driveway on Bethsaida Rd, no other turn lanes were warranted
- All driveways and intersections operate at an acceptable (Good) level of service with minimal queueing
- Traffic volumes were almost doubled for the purposes of our analysis in the AM peak hour to adjust for schools being out and the analysis still came back clean

Capacity of Albania Drive Pump Station

- 1. The Applicant submitted to Fulton County's Department of Public Works a Certificate of Water and Sewer Utility Availability
- 2.

From: Shukla, OP <OP.Shukla@fultoncountyga.gov>
Sent: Tuesday, July 6, 2021 10:43 AM
To: Daryl Cook <DCook@wbengr.com>; Mullen, Timothy <Timothy.Mullen@fultoncountyga.gov>
Cc: Bechara, Alberto <Alberto.Bechara@fultoncountyga.gov>; Ward, Brandon <Brandon.Ward@fultoncountyga.gov>
Subject: RE: Albania Drive Pump Station

I have the capacity to pump right now. Go ahead.

OP Shukla
Operations Administrator
Public Works
op.shukla@fultoncountyga.gov
404-612-0225 (office)
404-245-9699 (mobile)
Connect with Fulton County:
Website | Facebook | Twitter | Instagram | FGTV | #OneFulton E-News

From: Daryl Cook [mailto:DCook@wbengr.com]
Sent: Tuesday, July 06, 2021 10:12 AM
To: Mullen, Timothy <Timothy.Mullen@fultoncountyga.gov>; Shukla, OP <OP.Shukla@fultoncountyga.gov>
Cc: Bechara, Alberto <Alberto.Bechara@fultoncountyga.gov>; Ward, Brandon <Brandon.Ward@fultoncountyga.gov>
Subject: RE: Albania Drive Pump Station

The attached exhibits reflects 96 single family detached home lots. Seems a pretty small addition to the facility. Thoughts? d

The Albania Drive Pump Station is monitored remotely 24 hours a day, 7 days a week

It is also visually inspected every other day by Fulton County to insure that there are no issues with the station

If the community has any questions regarding the pump station they can call:

Alberto Bechara, P.E., CPM®
Engineering Administrator
Department of Public Works | Technical Services Division
141 Pryor Street, SW | Suite 6001 | Atlanta GA 30303
404-612-5610 (office)
678-338-1652 (cell)

To the knowledge of Fulton County, there are no current issues with the pump station

Stormwater Detention

Community and Regulatory Affairs Department
5440 Fulton Industrial Boulevard
Atlanta, Georgia 30336
470-809-7200

HYDROLOGY REVIEW CHECKLIST

Project Name: _____

Project Number: _____ Date: _____

Reviewed By: _____ Telephone: _____

Address all items marked with an "X"

Minimum Submittal Requirements

1 Stormwater Management Report/Hydrologic Analysis (2 copies).

2. Construction Plans bearing details of all stormwater management facilities and plans and profiles of proposed storm sewer (6 sets).

Stormwater Management Report Contents

1. Existing Conditions Analysis

A. Provide topographic map of existing conditions. Show the following on the map:

i. Delineate drainage boundaries (including offsite areas draining onto site) and label/name each drainage area the same as each basin is labeled/named in calculations and tabulations appearing elsewhere in the report.

ii. Indicate acreage of each delineated drainage area.

iii. Indicate CN for each delineated drainage area.

iv. Indicate t_c for each delineated drainage area.

v. Indicate runoff travel path and correlate to calculations determining t_c for each drainage area.

vi. Indicate land cover condition for each drainage area.

B. Provide a summary table of peak rates of runoff from each delineated drainage area for 1, 2, 5, 10, 25, and 100 year storm events. Include in summary table for each drainage area the following data: label/name of drainage area, acreage, CN, t_c, gross rainfall amount for each storm event, and peak flow rate for each storm event (cfs).

i. Delineate drainage boundaries (including offsite areas draining onto site) and label/name each drainage area the same as each basin is labeled/named in calculations and tabulations appearing elsewhere in the report.

ii. Indicate acreage of each delineated drainage area.

iii. Indicate CN for each delineated drainage area.

iv. Indicate t_c for each delineated drainage area.

v. Indicate runoff travel path and correlate to calculations determining t_c for each drainage area.

vi. Indicate land cover condition for each drainage area.

vii. Delineate and label/name each stormwater management facility.

viii. Indicate all outflow locations for each stormwater management facility.

B. Provide a summary table of peak rates of runoff from each delineated drainage area for 1, 2, 5, 10, 25, and 100 year storm events. Include in summary table for each drainage area the following data: label/name of drainage area, acreage, CN, t_c, gross rainfall amount for each storm event, and peak flow rate for each storm event (cfs).

C. Provide a summary table of developed peak rates of runoff vs. existing peak rates of runoff for each drainage area. Demonstrate no increase in peak rates of runoff for 1, 2, 5, 10, or 25 year events for each drainage area.

D. Provide tabular hydrograph output for drainage area(s) draining to each stormwater management facility for the 1, 2, 5, 10, 25, and 100 year events.

E. Provide tabular hydrograph output for outflow (routing) of each stormwater management facility for the 1, 2, 5, 10, 25, and 100 year events.

F. For any bypass area hydrograph that is combined with a stormwater management facility outflow hydrograph, provide the tabular hydrograph output for the bypass area for the 1, 2, 5, 10, 25, and 100 year events. Provide the tabular hydrograph output for each combined hydrograph.

G. Provide time of concentration determination calculations for each drainage area.

H. For each stormwater management facility provide Stage/Storage/Outflow tabulation and outlet configuration data used for routing for each stormwater management facility.

I. Provide Water Quality Volume (WQ_V) calculations in accordance with the Georgia Stormwater Management Manual (GSMM).

Inspection and Maintenance Agreement

1. An Inspection and Maintenance Agreement for all stormwater management facilities must be approved by the Community Development Department before permitting. (Standard South Fulton Form/Document can typically be used)

2. State name or official title of person(s) responsible for carrying out inspection and maintenance.

3. Responsibility shall remain with property owner and shall pass to any successor owner.

4. Include schedule for when and how often routine inspection and maintenance will occur.

5. Include plans for annual inspections and include remedies for default.

6. Agreement shall be recorded before final plat approval for residential developments and before certificate of occupancy for other developments.

Community Development Services
Engineer's As-built Detention Certification Form

I _____ a registered professional engineer in the State of Georgia, hereby certify with my signature and seal, that the detention facility (facilities) For the project known as: _____LDP#: _____ LL/Dist.: _____ of City of South Fulton, Georgia, has been constructed in conformance with the permitted plans and specifications; that the actual stage-storage relationships will not produce discharge rates greater than those stated in the hydrology report for the respective storm events, and that the pond functions in accordance with City of South Fulton requirements. I further certify that downstream, off-site properties are not receiving discharges at erosive velocities or at velocities greater than pre- development rates, whichever is less. To support my conclusions, I hereby certify that the following data are field measurements of the as-built pond made on: _____

Confirm by stating area, dimensions, volumes and elevation:

Data	**Pond # _____ Location _____ Street Name _____**	**Pond #_____ Location _____ Street Name _____**
Type of each Control orifice/weir		
Elevation @ bottom of each orifice/weir		
Diameter of orifices/dimensions of weirs		
Outlet velocities into downstream, receiving conveyance system (2-yr., 10-yr.)		
Square footage in pond bottom		
Volume of pond @ 2-yr WSE		
2-yr water surface elevation		
25-yr water surface elevation		
Longest dimensions @ 25-yr WSE		
Square footage in pond bottom 25-yr WSE		
Top of berm/wall elevation (lowest)		
Freeboard above 100-yr WSE		
25-yr storage volume		
100-yr storage volume		
Principle spillway type		
Emergency spillway type		

Engineer Signature: _____ Date: _____

GA P.E. Registration #: _____

Erosion Control Along the Stream

- **The Applicant will abide by the 100 ft stream buffer requirement. The Applicant will consent to installing fencing along the perimeter of the lots adjacent to the stream buffer, and will work with staff on a suitable condition**
- **The Applicant will work with the staff on a condition that requires the gutters from the homes adjacent to the stream to be piped into the stormwater system in order to reduce erosion on the stream bank**

Bethsaida Builder Partnership

DAN RYAN
BUILDERS
504

INCLUDED FEATURES

FLAKES MILL

DAN RYAN BUILDERS

EXTERIOR FEATURES

- Fiber cement siding with brick accents
- Aluminum gutters w/ downspouts & splash blocks
- Architectural shingles
- Low maintenance vinyl soffits & fascia
- Painted shutters and columns
- Front entry garage with low maintenance door
- Garage door opener (Wi-Fi enabled)
- Professionally landscaped yards
- 15w x 12d patio
- Motion sensor flood light at garage entry
- Front and rear electric outlets & hose bibs

KITCHEN FEATURES

- Quality crafted 42" cabinets painted or stained, with decorative hardware
- LED down lighting (per plan)
- Quartz counter tops & tile backsplash
- 50/50 stainless steel sink
- Pull-out kitchen faucet
- Stainless steel appliances (double oven, 30" cooktop, microhood, dishwasher)
- Garbage disposal
- Extended kitchen island (per plan)

INTERIOR FEATURES

- 9' ceilings on main floor
- Volume Ceilings (per plan)
- Coffered ceiling in dining room (per plan)
- Trim featuring crown molding (foyer, dining, volume ceilings) and chair rail (foyer, dining)
- Wood handrails - metal balusters with twists and baskets
- Elegant interior doors with brushed nickel door hardware
- Ceiling fans in homeowner's suite & great room
- Shaw luxury vinyl plank (LVP) flooring in common areas on first floor, stairs, baths, and laundry
- Linear electric fireplace
- Luxury quartz counter tops in baths
- Homeowner's Suite—garden tub with tile surround, separate tile shower and double vanity
- Chrome plumbing fixtures
- Powder room with pedestal sink (per plan)
- LED downlights
- Brushed nickel lighting fixtures
- 2" faux wood blinds (front)
- Pull down attic stairs

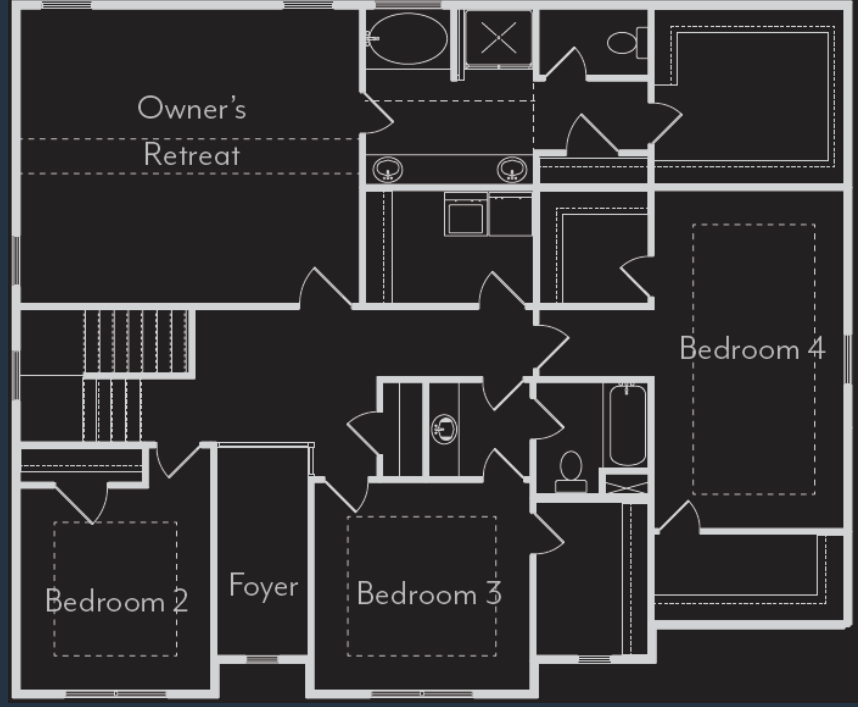
DRB CONSTRUCTION & ENERGY SAVING FEATURES

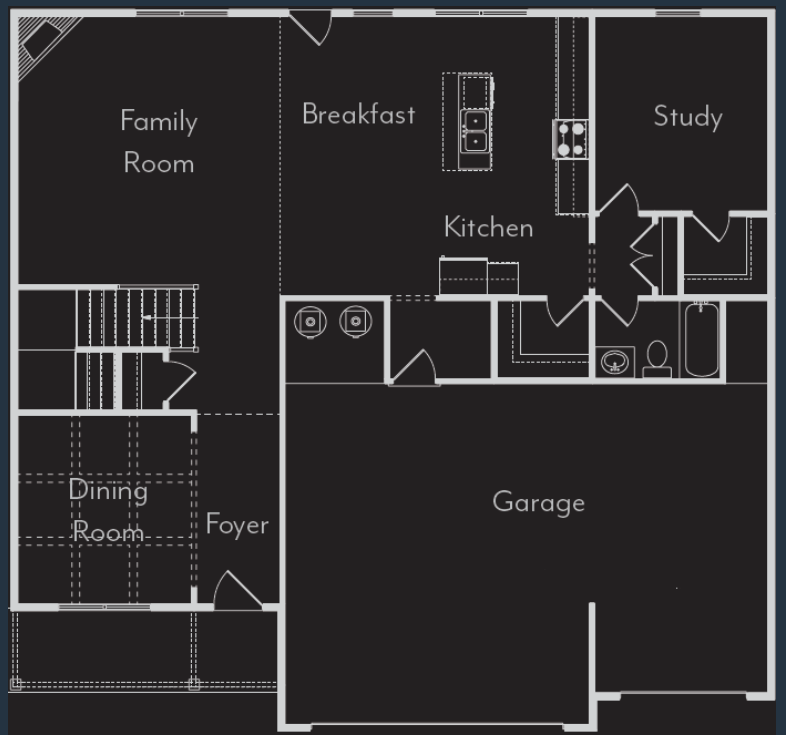
- Smart Home enabled technology
- Low-E vinyl windows
- Plasma Prep
- Engineered floor system
- PEX plumbing, copper wiring, GFCI in wet areas
- R-38 batt insulation in vaulted ceiling
- R-13 wall insulation
- 50-gallon water heater(s)
- HVAC system with sealed ducts for energy efficiency
- Pre-closing home orientation
- **Dan Ryan Builders quality from the ground up!** Offering a 10 year limited warranty by third party
- Transferrable termite bond

Building and Floor Plans A

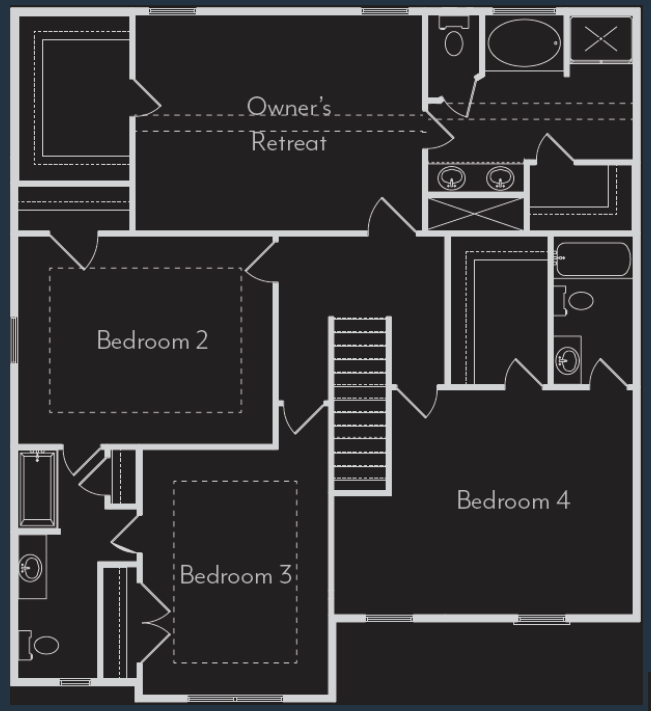
<u>Home Details and Amenities</u>
4 Beds and 3 Baths
3 Car Garage
3,033 Sq Ft & 2 Stories

Loft
Breakfast Area
Fireplaces
Mud Room
Vaulted Ceiling
Walk-In Closets





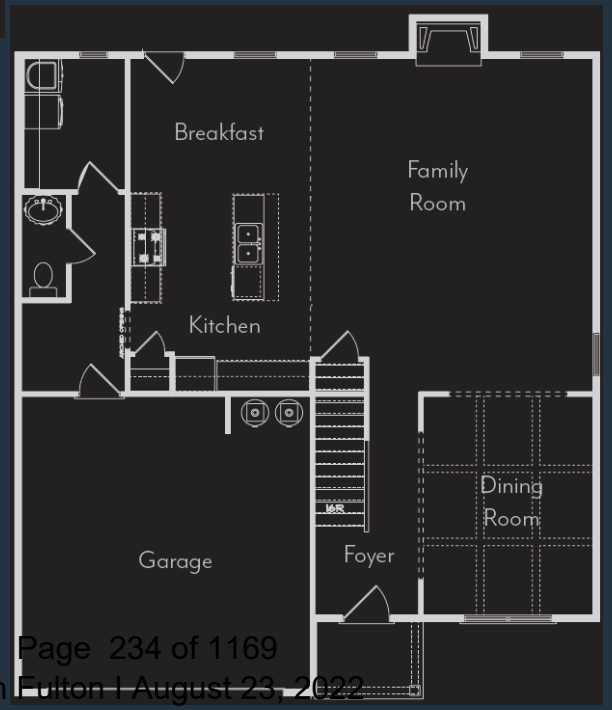
Building and Floor Plans B



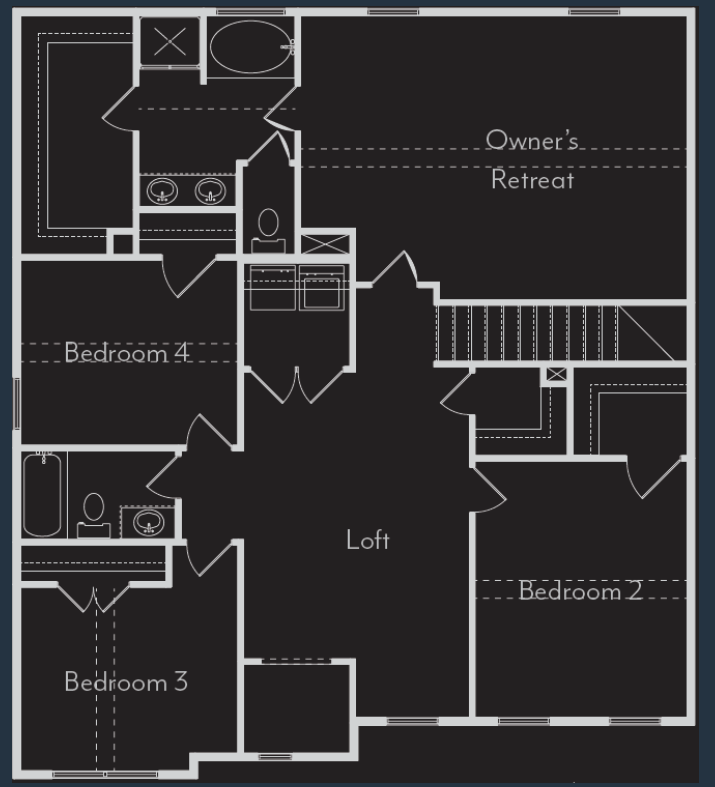
<u>Home Details and Amenities</u>

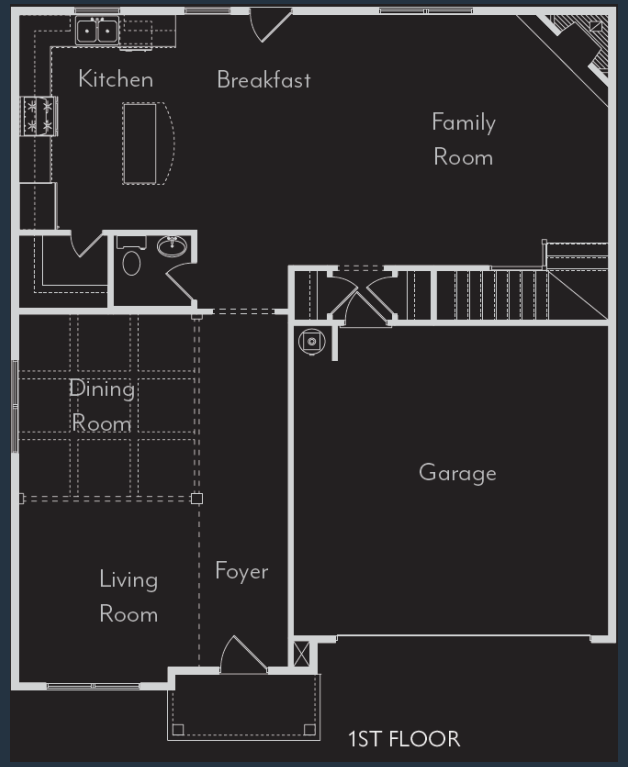
4 Beds and 3.5 Baths
2 Car Garage
2,760 Sq Ft & 2 Stories

Breakfast Area
Fireplaces
Vaulted Ceiling
Walk-In Closets



Building and Floor Plans C





Home Details and Amenities

4 Beds and 2.5 Baths
2 Car Garage
2,680 Sq Ft & 2 Stories

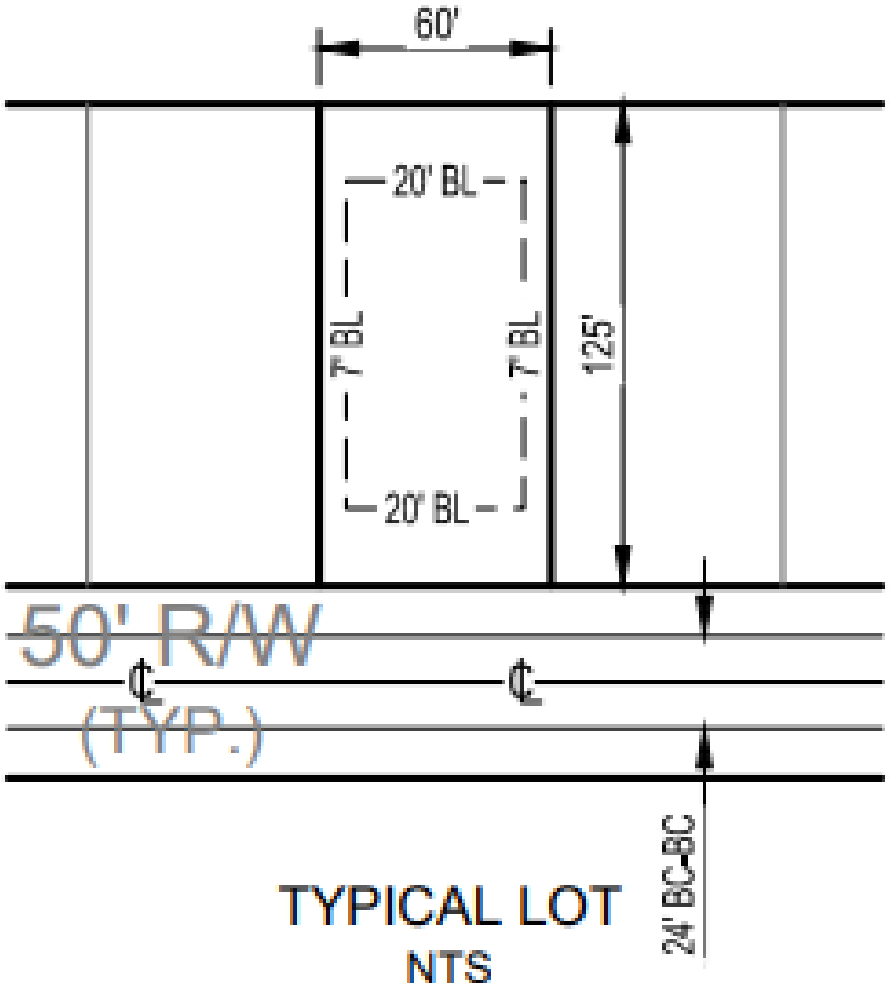
Loft
Breakfast Area
Fireplaces
Vaulted Ceiling
Walk-In Closets

LOT DIMENSIONS

60 FT. WIDE LOTS

125 FT. DEEP

20 FT. EAR AND FRONT SETBACKS



TYPICAL LOT
NTS

City of South Fulton Staff Recommendations

PLANNER'S RECOMMENDATION

The following conditions shall apply to the development.

1. The site will be required to abide by the current R-5 zoning designation standards as noted in the zoning code section 403.03 and included below.

Minimum Lot Area:	7,500 square feet
Minimum Front Yard:	20 feet
Front Yard Stagger:	5 feet (see 403.03)
Side Yard:	5 feet to interior lot line 15 feet to street
Rear Yard:	20 feet
Minimum Lot Width at the Building Line:	60 feet
Minimum Lot Frontage:	35 feet
Maximum Height:	40 feet
Minimum Heated Floor Area:	650 square feet

2. The site will be required to abide by the following traffic guidelines:

   I. The development shall be limited to one (1) full access entrance on Bethsaida Drive and one (1) full access entrance on Bethsaida Road, subject to City curb cut spacing and sight distance requirements. The entrance on Bethsaida Drive shall align with Bethsaida Court.

   II. Owner/Developer shall install sidewalks along the entire frontages of Bethsaida Road and Bethsaida Drive and along all street's interior to the development.

   III. Owner/Developer shall construct a deceleration lane and a left turn lane at each entrance on Bethsaida Road and Bethsaida Drive, subject to the approval of the City Engineer.

   IV. Owner/Developer shall dedicate additional right-of-way along Bethsaida Road such that there is a minimum of forty feet (40') from centerline, twelve feet (12') from back of curb, or two feet (2') from back of sidewalk, whichever is greater.

   V. Owner/Developer shall dedicate additional right-of-way along Bethsaida Drive such that there is a minimum of thirty feet (30') from centerline, twelve feet (12') from back of curb, or two feet (2') from back of sidewalk, whichever is greater.

3. The building materials shall consist of brick and stone facades, fiber cement siding, 25-year high quality weathered-wood shingle, and energy efficient vinyl windows.

4. Each lot shall have a least a 2-car garage and the length of each driveway shall be a minimum of 20 feet.

5. Amenities shall include a minimum of a walking trail and two pocket parks.

Staff recommendation is **APPROVAL WITH CONDITIONS**

ADDITIONAL DEVELOPER CONDITIONS FOR BETHSAIDA DRIVE

1. The total number of units shall not exceed 85-Single Family detached homes.

2. The front facades shall be all brick and/or stone with fiber cementitious accents. The side and rear facades shall be hardi-plank, brick and/or stone with a water table composed of masonry materials similar to the front façade.

3. There will be a mandatory Homeowner's Association with mandatory assessments to be used to maintain the common areas to be owned by the HOA.

4. Each garage will come equipped with a minimum of one 240V-AC plug to accommodate electric vehicle charging.

5. Side entry garages shall be used on corner lots, and on lots in excess of 9,000 sq. ft. that have the appropriate turning radius.

6. The City of South Fulton shall be provided with written verification from the Fulton County Department of Public Works that there is sufficient capacity for the proposed provision to connect to the Albania Drive Pump Station prior to the issuance of the Land Disturbance Permit for the proposed subdivision.

7. The applicant will be required to submit a hydrology report at the time of the Land Disturbance Permit to determine appropriate storm-water management and erosion control to be approved by the City of South Fulton's designated engineer.

8. Instillation of the proposed amenities area shall be completed to obtain a Certificate of Occupancy:

*** Phase I Amenity Area – Shall be installed upon completion of 40% of homes built.**

*** Phase III Amenity Area - Shall be installed upon completion of 70% of homes built.**

9. Lots 38 – 76 shall include a 6 ft. (h) privacy fence adjacent to the rear lot line.

FREQUENTLY ASKED QUESTIONS

- Proposed building materials: Brick and stone facades, fiber cement siding, 25 year high-quality weathered-wood shingle, energy-efficient vinyl windows
- Unit sizes: 2,680sf – 3,155sf
- Number of bedrooms: 4 & 5
- Garages available: Yes, 2-3 cars
- Amenities: Walking Trail
- Anticipated price: Starting at $310,000
- If this project is approved, how long will it take you to install the infrastructure, and when do you anticipate the first units being available for sale?: 12 months to finish development and 6 months after than for first homes to be available
- Who will these units be primarily marked to?: Local residents who want to transition from renting and new Metro Atlanta residents

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	5:10 p.m. Request Council to consider Z22-004, U22-003 and CV22-002 3505 Cascade Rd. as a request to rezone from C-1 to C2 and obtain a special use permit for a convenience store with gas pumps and concurrent variances regarding the stream buffer, Cascade Overlay Requirements, and tree planting requirements, and sign ordinance.
DATE:	August 23, 2022
SUBJECT:	5:10 p.m. Request Council to consider Z22-004, U22-003 and CV22-002 3505 Cascade Rd. as a request to rezone from C-1 to C2 and obtain a special use permit for a convenience store with gas pumps and concurrent variances regarding the stream buffer, Cascade Overlay Requirements, and tree planting requirements, and sign ordinance.
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Z22-004	Cover Memo	8/20/2022
Z22-004 3505 Cascade Rd. Agenda Item Summary	Cover Memo	8/20/2022
Z22-004 3505 Cascade Rd. _Revised_08_18_22 (002)	Cover Memo	8/20/2022
634-634-QT Cascade Rd FN 5-25-22	Cover Memo	8/20/2022

Z22-004,U22-002, CV22-002
3505 Cascade Rd.

Rezoning, special use permit, and concurrent variances for a gas station

District 1

Staff recommendation is approval with staff conditions
Planning Commission recommendation is approval of staff conditions

City of South Fulton
June 14, 2022

Z22-004/U22-002/Cv22-002 3505 Cascade Rd.

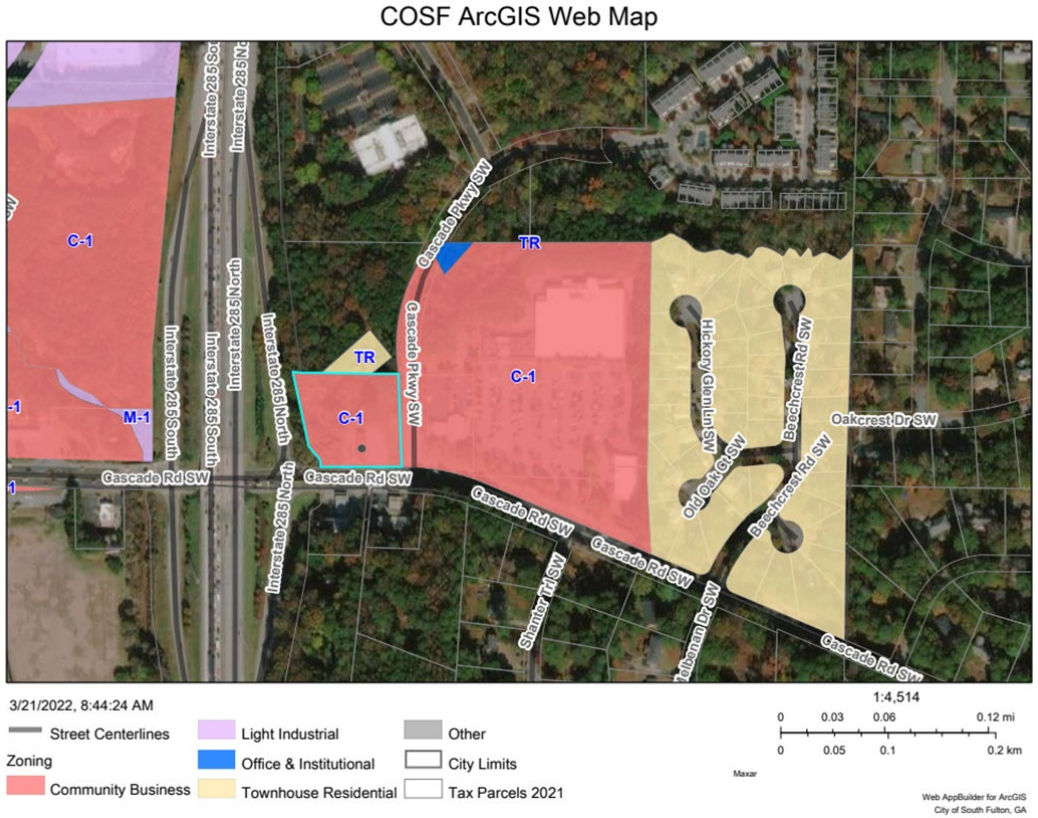
The applicant is seeking a rezoning from C-1 to C-2 with a Special Use Permit for a gas station. The applicant is also seeking the following concurrent variances:

1. Increase monument sign height from 6’ (As Per the City of South Fulton Sign Ordinance) to 16’.
2. Increase monument sign area from 32 sf (As Per the City of South Fulton Sign Ordinance) to 70 sf.
3. Decrease monument sign setback from 10’ to 5’.
4. Exemption from LED light requirements set forth in the City of South Fulton Sign Ordinance.
5. Allowance to use fabric as screen for dumpster door faces
6. Encroachment on 25’ undisturbed buffer and 10’ improvement setback required between QT and the residential tract owned by the City of Atlanta and used as sewer lift station.
7. Allow for the following encroachments on the 10’ landscape strip required in base zoning and 15’ in the Cascade Corridor Overlay District.
    a. Driveway to Cascade Parkway encroaches on buffer.
    b. Curb on SW corner encroaches on buffer.
    c. Entire curb line on Cascade Parkway encroaches on buffer.
8. Exemption from the requirement to have landscape islands required every 5 parking spaces.
9. Variance from minimum requirement to have landscape islands be a minimum of 200 sf for two landscape islands at the rear of the building.
10. Variance from the requirement to install large overstory trees along Cascade Rd, as overhead utilities are in conflict.

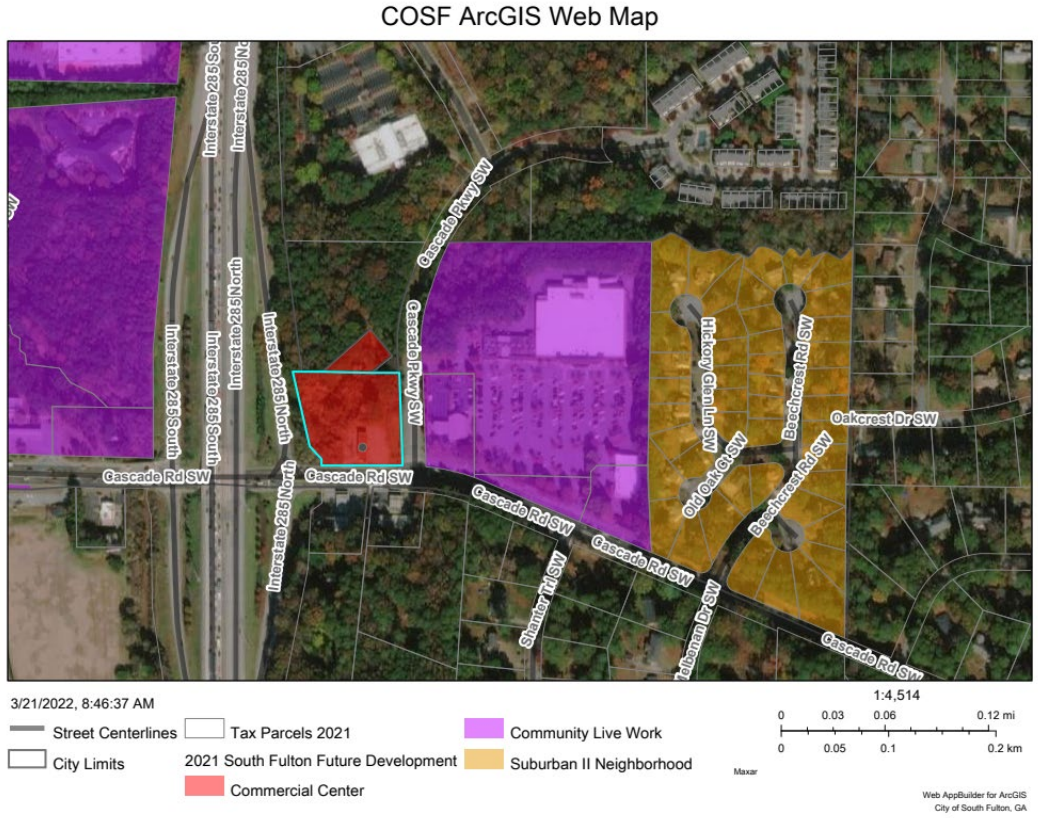
Z22-004/U22-002/Cv22-002 3505 Cascade Rd.

Z22-004/U22-002/Cv22-002 3505 Cascade Rd.

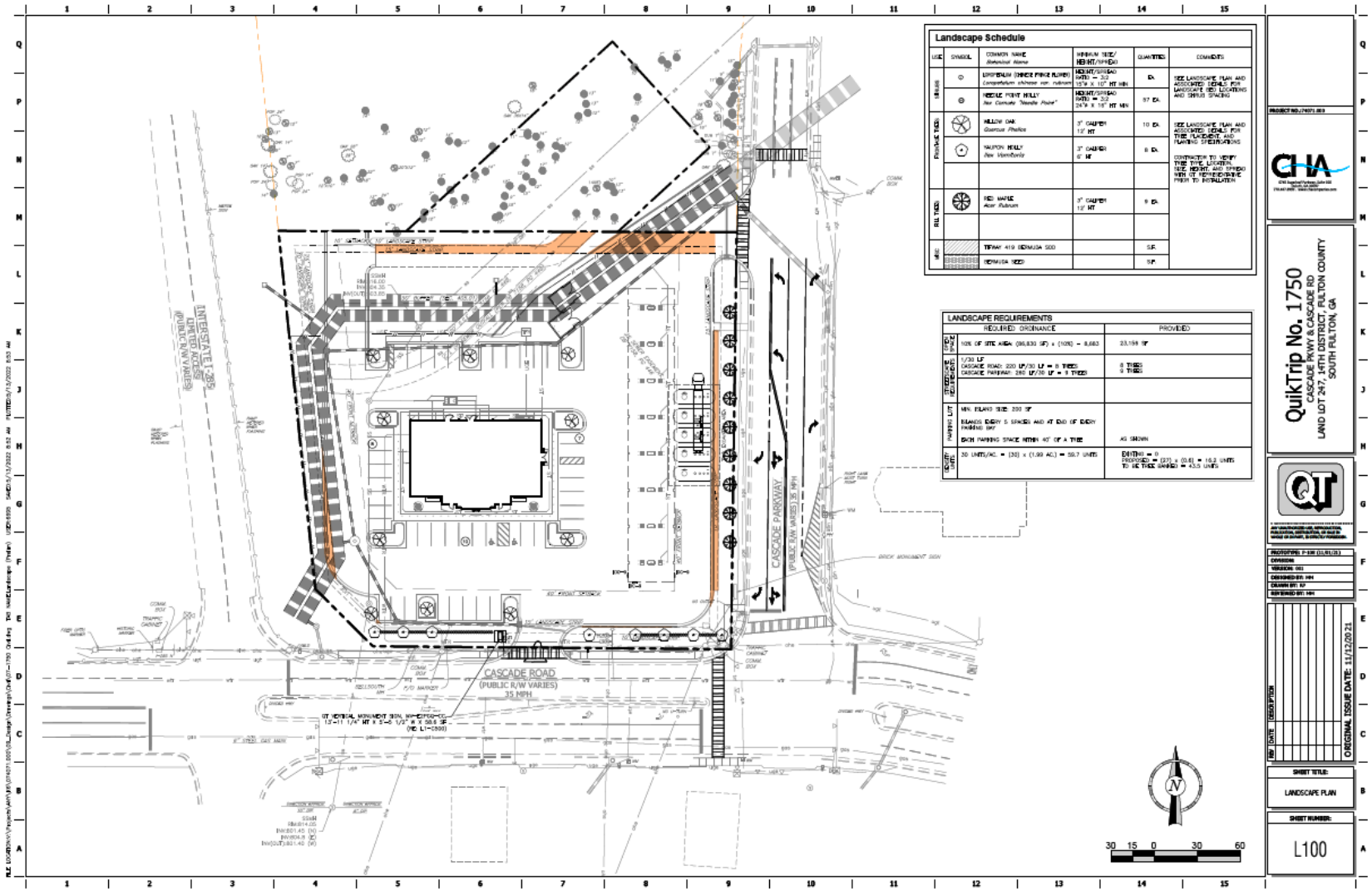
Zoning Map



Future Land Use Map



Z22-004/U22-002/Cv22-002 3505 Cascade Rd.



Z22-004/U22-002/Cv22-002 3505 Cascade Rd.

Meeting Summary

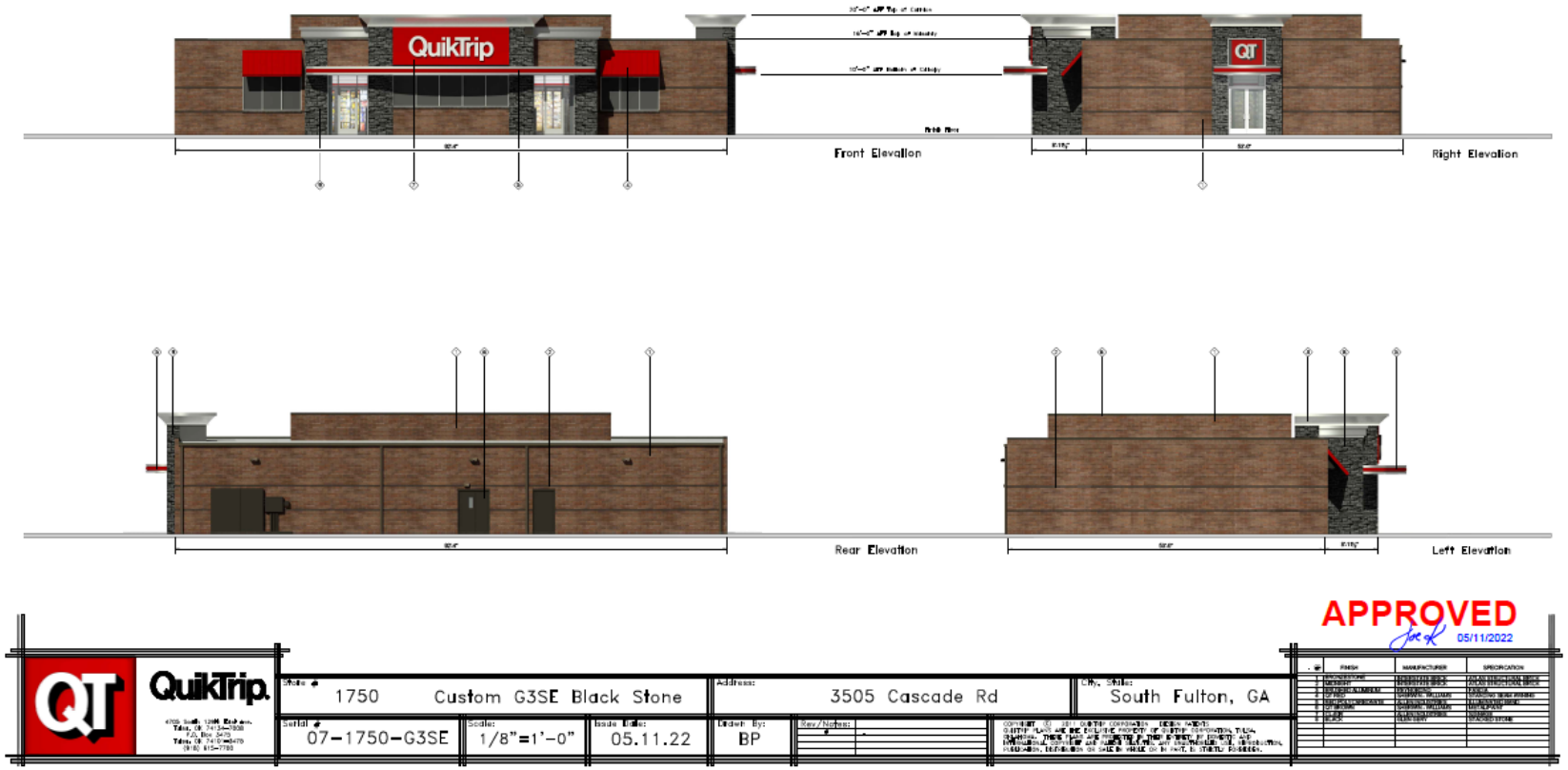
- April 27, 2022: Deferred by Planning Commission per staff recommendation
- May 26, 2022: Planning Commission recommendation is approval with staff conditions

Z22-004/U22-002/Cv22-002 3505 Cascade Rd.

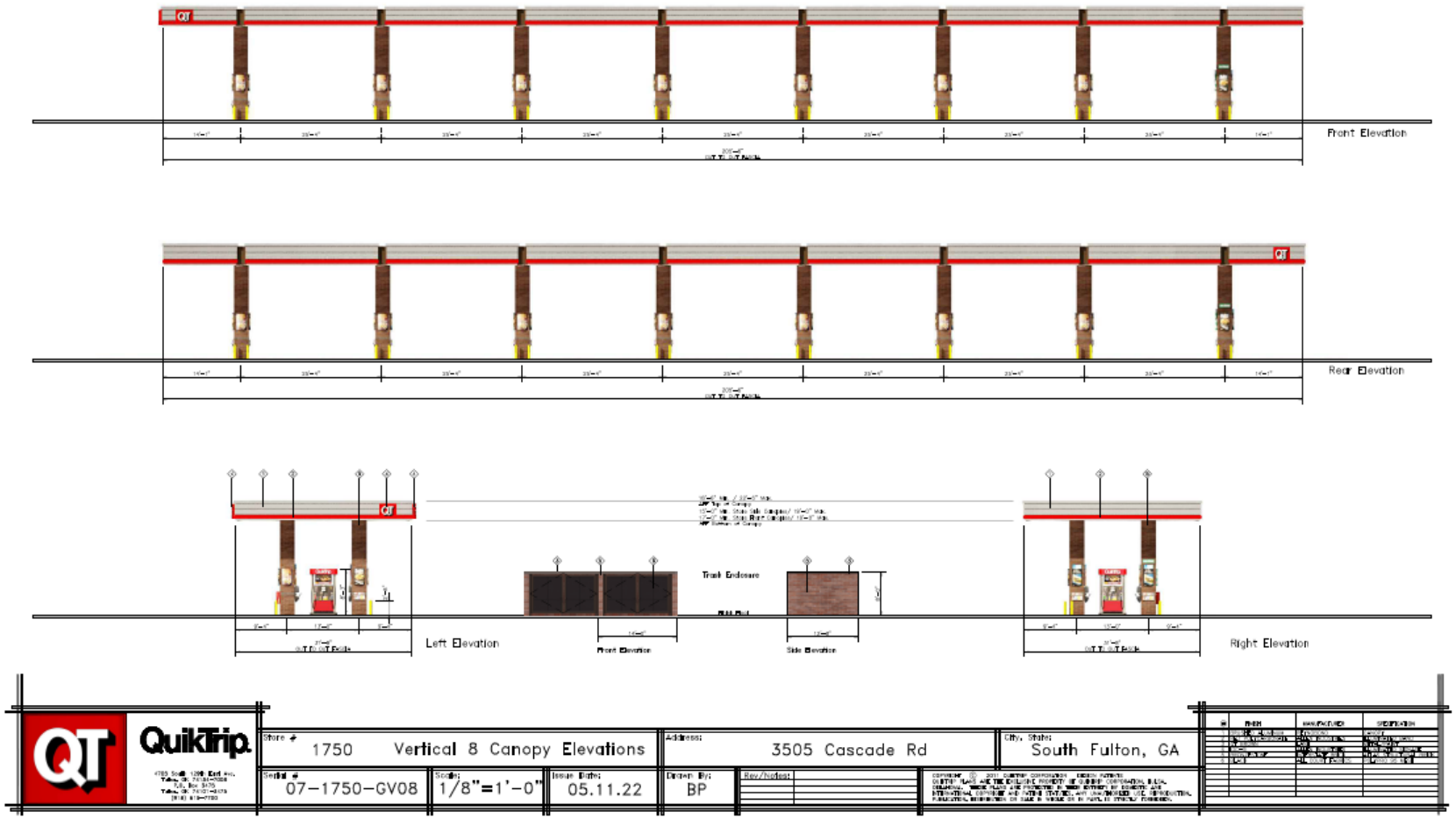
Since the application was originally submitted, following variance request have been withdrawn:

1. Exemption from the 3-mile radius requirement as it pertains to gas stations.
2. Delete the stream buffer protection requirements in order to pipe the existing stream.
3. Variance from the designated color chart designated by the city
4. Request to use synthetic stucco has been withdrawn
5. Variance to allow six wall signs and signs over 100 square feet has been withdrawn
6. Request to use painted steel on the canopy structure has been withdrawn
7. Request to use Polypro for the roof screening has been withdrawn, but the applicant would still like to use a fabric screen on the dumpsters

Z22-004/U22-002/Cv22-002 3505 Cascade Rd.



Z22-004/U22-002/Cv22-002 3505 Cascade Rd.



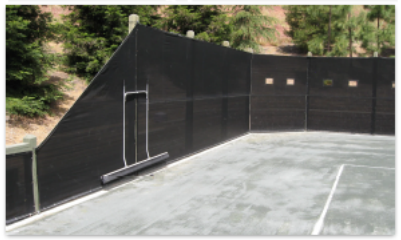
Z22-004/U22-002/Cv22-002 3505 Cascade Rd.

MIDWEST COVER™

Midwest Cover Inc. is a USA manufacturer with over 20 years experience. We deliver top quality materials to your exact specifications.

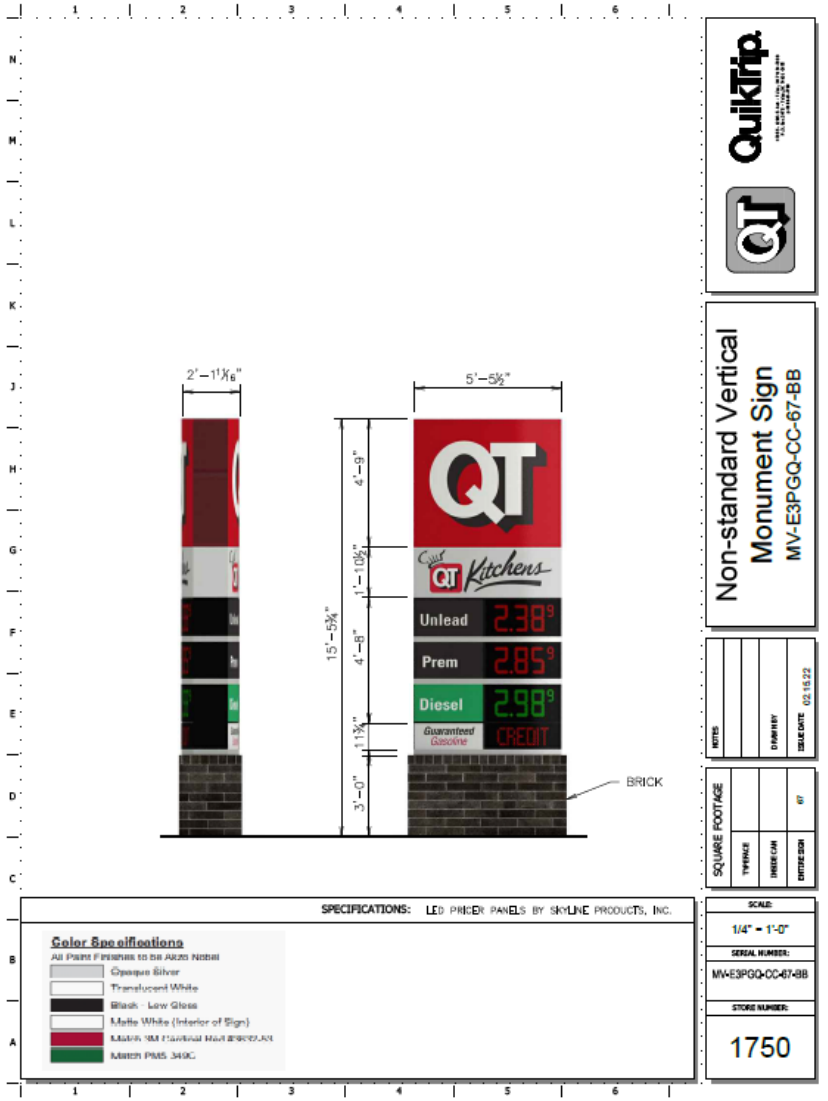
Athletic, Permanent & Construction Windscreen

Polypro 95



Midwest Cover's Polypro 95 is a popular choice for outdoor athletic, permanent, and maximum privacy construction screen. For use when full area coverage and durability are required. Available in Dark Green or Black. Custom fabricate to any size. Finished for easy install.

- Fabric: 100% polypropylene
- Opacity: 95%
- Weight: 7.0 oz per square yd.
- Tensile Strength: 300 x 205
- Fabrication: 3 ply, reinforced hems on all sides with #2 brass grommets placed at 18" intervals.



Z22-004/U22-002/Cv22-002 3505 Cascade Rd.

Staff Recommendation is approval with staff conditions.

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** _____

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Mayor and Council

FROM: Community Development Department

SUBJECT: **Z22-004, U22-002, and CV22-0002 3505 Cascade Rd.**

MEETING DATE: **August 23, 2022**

The applicant seeks to rezone from C-1 to C-2 with concurrent variances and obtain a special use permit to operate a convenience store with gas pumps.

STAFF RECOMMENDATION: Approval with conditions

PLANNING COMMISSION RECOMMENDATION: Approval with staff conditions

Updates Since Last Hearing:

Staff presented the land use applications at the June 14, 2022 City Council meeting. The item was deferred to the August 23, 2022 meeting. Since the last meeting, staff has included an Economic Development Impact Section to summarize the overall benefits to the City. This Section will be added to all staff reports moving forward.

In total, the Applicant has host three community meetings to listen to community stakeholders, to incorporate changes where possible and to meet with staff to consider removing some of the Variance requests. The Applicant has agreed to incorporate changes to the sign as requested by the community.

The City's Public Works Director opined to help mitigate traffic issues, consider moving the ingress and egress to Cascade Parkway instead of off Cascade Road.

In consultation with the Building Official, staff can support a Variance request to use polypro 95 which is a better material to use for safety concerns since other doors comprised of steel might be injurious with high wind velocities.

APPLICATION INFORMATION

Applicant Information:	Michele L. Battle Battle Law P.C. 3562 Habersham at Northlake Building J. Tucker, GA 30084
Status of Applicant:	Attorney
City Council District(s):	District 1
Parcel ID Number:	14 0247 LL0161
Area of Property:	2 Acres
Current/Past Use of the Property:	Gas Station
Prior Zoning Cases/History:	V2014-011 (Approved) Variance Request to: 1. remove the stream buffer 2. Reduce the northern landscape strip from 10 Feet to 6.5 feet 3. Increase allowed wall signs from two to five 4. Allow "QT Red signature color"
Surrounding Zoning:	South: City of Atlanta (commercial) North: City of Atlanta (commercial) East: City of Atlanta (commercial) West: Interstate I-285 and C-1 (commercial)
2021 Future Land Use Designation:	Character Type: Commercial Center Zonings: C-1, C-2, O-I
Compatibility to the Fulton County 2021 Comprehensive Plan:	Yes. The proposal is in compliance with the Future Land Use Plan.

Economic Development Impact:

Total Project Investment Amount: $6MM - $8MM

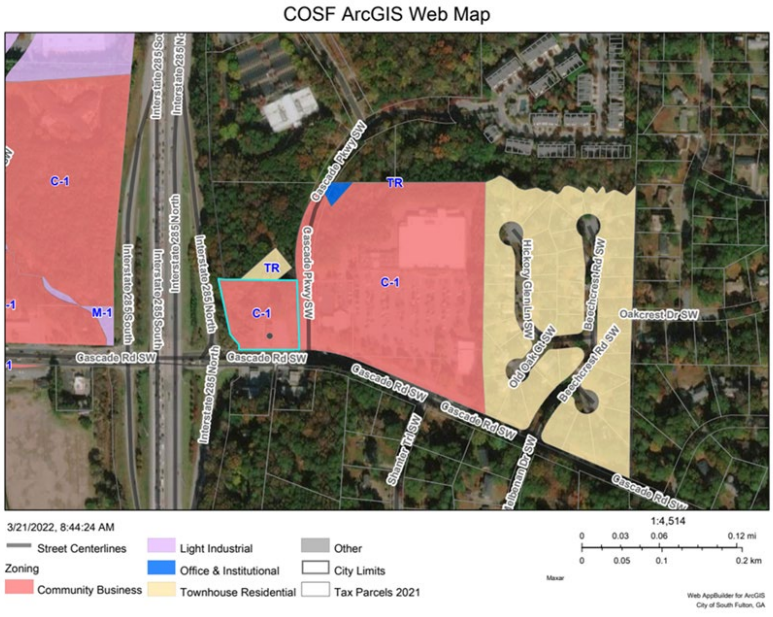
Total Jobs Created

Full Time 5	
Part Time 15-20	
Temp- (Construction Related)	Unknown (Construction timeframe would be roughly 9 Months)
Mang. Positions: 5	Est. Salary: Entry Level Managers start at $50,000 with Store Managers $90,000+
Standard Benefits	All FT and PT employees offered Paid Vacation Time and Sick Time, 401k Match, Health Insurance, Life Insurance, Employee Assistance Programs, and Access to Tuition Reimbursement. Also, bonuses are considered to store employees based on store performance and customer service evaluations
Proposed Revenue Generated for City	Sales Tax (estimate annually) (State, County, and City) _$200,000 -$250,000 Motor Fuel Taxes $650,000 - $1,000,000 Property Tax (estimate) $20,000 - $30,000
Any other ED benefit not included above:	The cleanup and utilization of an environmentally impacted site that has set vacant for many years. QT also donates 5% of net profits every year to charities in the areas where the monies are collected through the United Way focusing on programs on early childhood education.

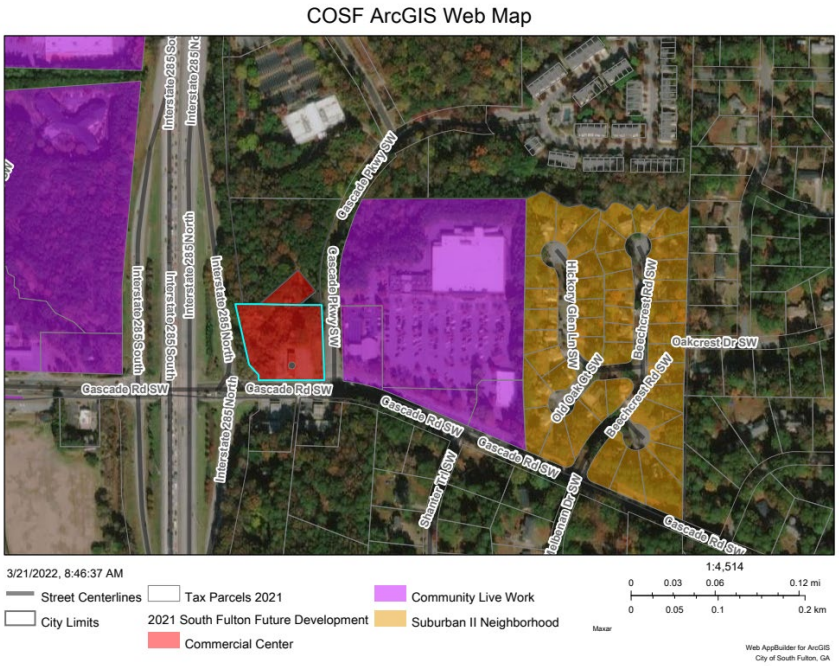
Overlay District:	Cascade Corridor Overlay District
Public Utilities:	Water service is provided by City of Atlanta.

	Sewer Service is provided by Fulton County
Public Services:	Police and fire services are available to the site by the City of South Fulton.
Transportation:	Street: Cascade Rd. Classification: Minor Arterial State Rd. Public Transit: The address is served by MARTA bus service. Bike/Pedestrian Access: Sidewalks and bike paths are not present to the site at this time.
Parking Required (Retail/Service Stations):	Parking Required: 27 spaces Parking Proposed: 44 spaces

City of South Fulton Zoning Map

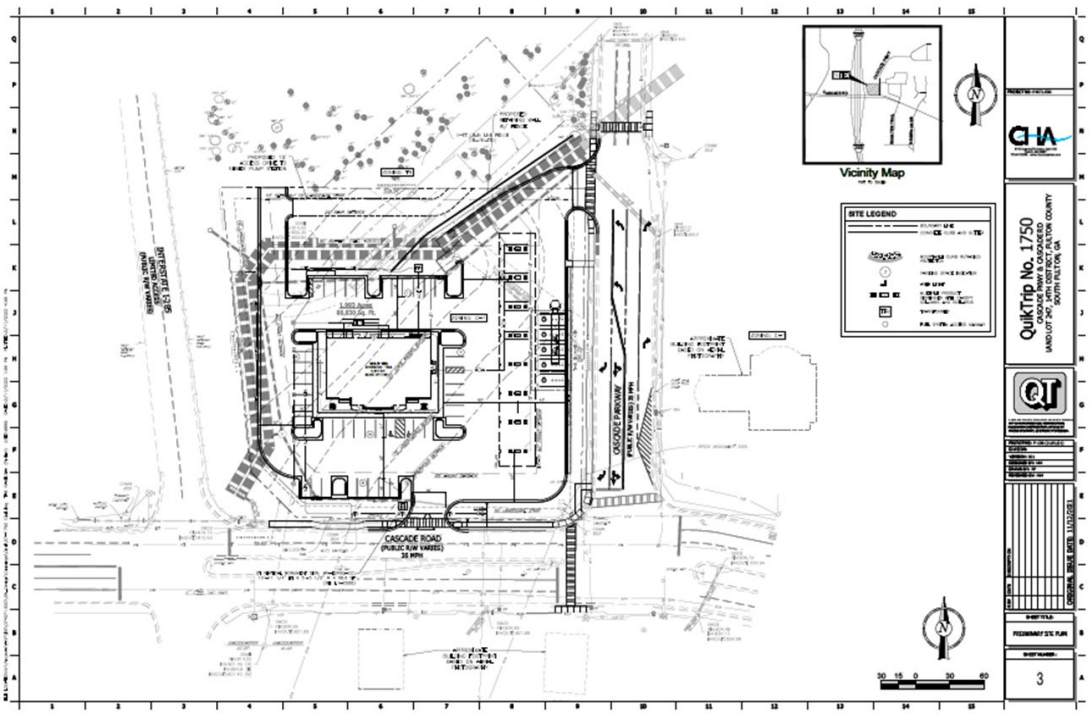


Future Land Use Map



Aerial Map Plan

Proposed Site Plan



PUBLIC PARTICIPATION

There have been three (3) Applicant hosted community meetings that have occurred since January 2022. The City has hosted one CZIM meeting and two public hearings to better understand the land use requests from the Applicant.

The Applicant has modified the original development to address many of the concerns expressed from the community, including design and aesthetics, public art installation, and traffic issues.

ZONING IMPACT ANALYSIS

1. **Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.**

   Yes. The site is adjacent to the interstate and in a commercial area suitable for the proposed use.

2. **Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.**

   The site was previously used as a gas station. While a high intensity use that will affect the stream buffer and natural environment, the site has already been developed and new impacts will be minimal.

3. **Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.**

   No. The site is currently vacant and in need of environmental remediation since it was previously used as a gas station. The location adjacent to the interstate and the need for environmental remediation has made the site difficult for other possible users to develop.

4. **Whether the zoning proposal will result in a use which will or could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools;**

   No. The proposed site will have a minimal impact on the transportation infrastructure.

5. **Whether the zoning proposal is in conformity with the policies and intent of the land use plan;**

   Yes. The proposal is in compliance with the land use plan.

6. **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; and**

   Yes. The property is difficult to develop because of the sewer lines to the rear, the proximity to the interstate system, the steam in the rear, and the need for environmental remediation of the gas station.

7. **Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of City of South Fulton.**

   No. The development will not have any new environmental impacts.

VARIANCE CONSIDERATIONS

Staff is including the specific conditions that must be considered for a variance to be granted to assist the Zoning Board of Appeals in considering the application and its merits. According to our Code, these considerations include:

808.09 Hardship Criteria:

Concurrent variances shall only be granted by City Council upon showing that, owing to special conditions, a literal enforcement of the provisions of this Ordinance would result in unnecessary hardship and such approval will not be contrary to the public interest. In the case of this application, a Gas Station requires a Special Use Permit to which conditions of approval can be added. A variance from the terms on this Ordinance shall not be granted unless a written application is submitted demonstrating:

a. The application of the particular provision of the Zoning Ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public**;**

b. That special conditions and circumstances exist which are peculiar to the land, structure, sign, or building involved and which are not applicable to other land, structures, or buildings in the same district;

c. That literal interpretation of the provisions of this Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties within the same district under the terms of this Ordinance;

d. That the special conditions and circumstances do not result from the actions of the appellant;

e. That granting the variance requested will not confer on the appellant any special privilege that is denied by this Zoning Ordinance to other lands, structures or buildings in the same district;

f. That the request is limited to the extent necessary to alleviate the unnecessary hardship and not as a convenience to the appellant nor to gain any advantage or interest over similarly zoned properties; and

g. Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of the Zoning Ordinance.

USE PERMIT CONSIDERATIONS

Staff is including the specific considerations for a use permit to be granted in an effort to assist City officials in considering the application and its merits. In granting such permits, conditions

may be attached as are deemed necessary in the particular case for the protection or benefit of neighbors to ameliorate the effects of the proposed development/use. These considerations include:

Standards for review of proposed special uses.

1. **Is the proposed use consistent or inconsistent with the Comprehensive Plan?**
   Yes, the current use is in compliance with the Comprehensive Plan.

2. **Is the proposed use consistent with supplemental plans adopted by the City Council, such as/or revitalization or economic development plans?**
   Yes. The Use is in compliance with the economic development plan which designates this area as a development node suitable for commercial development.

3. **Is the proposed use compatible with adjacent land uses and zoning districts?**
   Yes, the site is part of a commercial development at a major intersection.

4. **Does the proposed use violate local, state and/or federal statutes, ordinances or regulations governing land development?**
   The proposal is in violation of the city's zoning ordinance which requires that gas stations are positioned more than 3 miles apart. Due to the circumstances of the site regarding sewer lines, topography, proximity to the interstate system, and the site's past as a gas station, there is an accompanying agenda item to address an exception to the three-mile rule for gas stations with a convenience store.

5. **What is the effect of the proposed use on vehicular and pedestrian traffic flow and safety, along adjoining streets?**
   The use will have a small impact on traffic. Staff has worked traffic engineer to evaluate the site and recommend traffic calming measures.

6. **Is the open space adequate to preserve the character of the area and reduce environmental impacts?**
   The open space requirement is not applicable.

7. **Is the screening adequate to protect adjacent uses from any negative impacts of the proposed use?**
   This is a new business in an existing commercial intersection. Additional screening will not necessary.

8. **Can outdoor lighting be used so as not to interfere with surrounding uses?**
   Yes. The outdoor lighting will not interfere with surrounding uses. The site is already well lit by adjacent businesses and streetlights.

9. **Are the hours and manner of operation of the proposed use compatible with surrounding uses?**
   The site will likely be open for 24 hours. This is a common practice for gas stations and businesses operating at major intersections.

10. **Does ingress and egress to the property reduce negative impacts of the proposed use or enhance safety?**
    The proposed use will have a negligible effect on traffic and safety if the recommendations of the traffic engineer are implemented.

11. **Will the number, size and type of signs proposed for the site have any negative impact on traffic or surrounding property uses?**
The proposed signs will have no impact on traffic or safety.

12. **Are off-street parking spaces adequate? Will they be properly located to reduce any negative impact on surrounding property uses?**
There is adequate parking.

13. **Does the use have sufficient space to operate its activities?**
Yes, based on the site plan submitted by the applicant, there is sufficient space to perform the specified activities.

14. **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.?**
There are not any new special circumstances or environmental concerns at the site.

15. **Availability of other land suitable for proposed use and effect on balance of land uses;**
The surrounding areas are zoned for commercial uses also.

16. **Effect on character of the neighborhood;**
The proposed use will not have an effect on the character of the neighborhood.

17. **Suitability of proposed uses;**
The use is suitable both for the Commercial Center Character and the General Commercial Zoning District.

18. **Effect on adjacent property;**
The proposed use will not have an effect on adjacent properties.

19. **Economic use of current zoning;**
The site is currently vacant. The proposed use would be a higher economic use.

20. **Other Conditions**
There are no other pertinent conditions on the site at this time.

STAFF COMMENTS

Public Works: The City's Public Works Director opined to help mitigate traffic issues, consider moving the ingress and egress to Cascade Parkway instead of off Cascade Road.

Transportation:

- Sidewalk required along the frontages of Cascade Road and Cascade Parkway.
- The development is to be limited to two (2) full access driveway on Cascade Parkway. Said driveway on Cascade Parkway shall align with the Kroger shopping center driveway.
- Resurface the entire width of Cascade Parkway along the property frontage and restripe to provide a left turn lane into the site.

MARTA: No comments provided.

Fulton County Schools: No comments provided.

Fire: No comments provided.

PLANNER'S RECOMMENDATION:

Summary of changes since last meeting:

- Staff received updated elevations regarding the canopy structure and the building façade that are in compliance with the overlay.
- Staff added condition that requires coordination with GDOT, should encroachment into GDOT ROW be required.

Regarding the request for rezoning from C-1 to C-2 with a concurrent Special Use Permit for a convince store with gas pumps, staff recommendation is **Approval** with the following enumerated conditions.

1. The site shall be developed in general conformity with the attached site plan received on May 13, 2022 (Exhibit A).

2. The site shall abide by the following traffic conditions. Additional review may be required at the time of LDP and must be approved by the city traffic engineer.
    - Sidewalk is required along the frontages of Cascade Road and Cascade Parkway.
    - The development will incorporate two (2) full access driveway on Cascade Parkway. Said driveway on Cascade Parkway shall align with the Kroger shopping center driveway.
    - The applicant shall resurface the entire width of Cascade Parkway along the property frontage and restripe to provide a left turn lane into the site.

3. Any disturbance to the Georgia Department of Transportation Right-of-way in relation to I-285 must be approved by the Georgia Department of Transportation in writing before the issuance of a Land Disturbance Permit.

Regarding the request for concurrent variances:

1. Decrease monument sign setback from 10' to 5'.
   Staff recommendation is approval with the stipulation that the sign cannot be located in the ROW.

2. Exemption from LED light requirements set forth in the City of South Fulton Sign Ordinance
   Staff Recommendation is Approval.

3. Allowance to use fabric as screen for dumpster door faces.
   Staff recommendation is approval. The Applicant has provided sufficient information related to potential injury for previous cases and noted that the request to use polypro 95 is a better material to use for safety concerns since

other doors comprised of steel might be injurious with high wind velocities. Examples of the polypro 95 material are attached for reference.

4. Reduce the buffer and improvement setback to zero between QT and the residential tract owned by the City of Atlanta and used as sewer lift station.
   Staff Recommendation is approval.

5. Allow for the following encroachments on the 10' landscape strip required in base zoning and 15' in the Cascade Corridor Overlay District.
   Staff recommendation is approval. The encroachments are reasonable given the limited size of the site which creates a hardship.
   a. Encroachment on the western landscape setback of no more than 7' for the driveway on Cascade Pkwy.
   b. Encroachment on the eastern landscape setback of no more than 7' for curb and the southwester edge of the site.
   c. Encroachment on the northern landscape setback of 15' for the installation of a driveway and retaining wall connecting to Cascade Parkway.

6. Exemption from the requirement to have Landscape islands required every 5 parking spaces.
   Staff recommendation is approval with the condition that parking islands shall be required every 8 spaces.

7. Variance from minimum requirement to have landscape islands be a minimum of 200 sf for two landscape islands at the rear of the building.
   Staff recommendation is approval.

8. Variance from the requirement to install large overstory trees along Cascade Rd, as overhead utilities are in conflict.
   Staff recommendation is approval with conditions. The proximity of utilities creates a hardship since the trees may conflict with the powerlines. Staff recommends approval with the condition that the applicant must instead plant understory trees or shrubs to be approved by the city arborist at the time of LDP.

PLANNING COMMISSION RECOMMENDATION: Approval with Staff conditions

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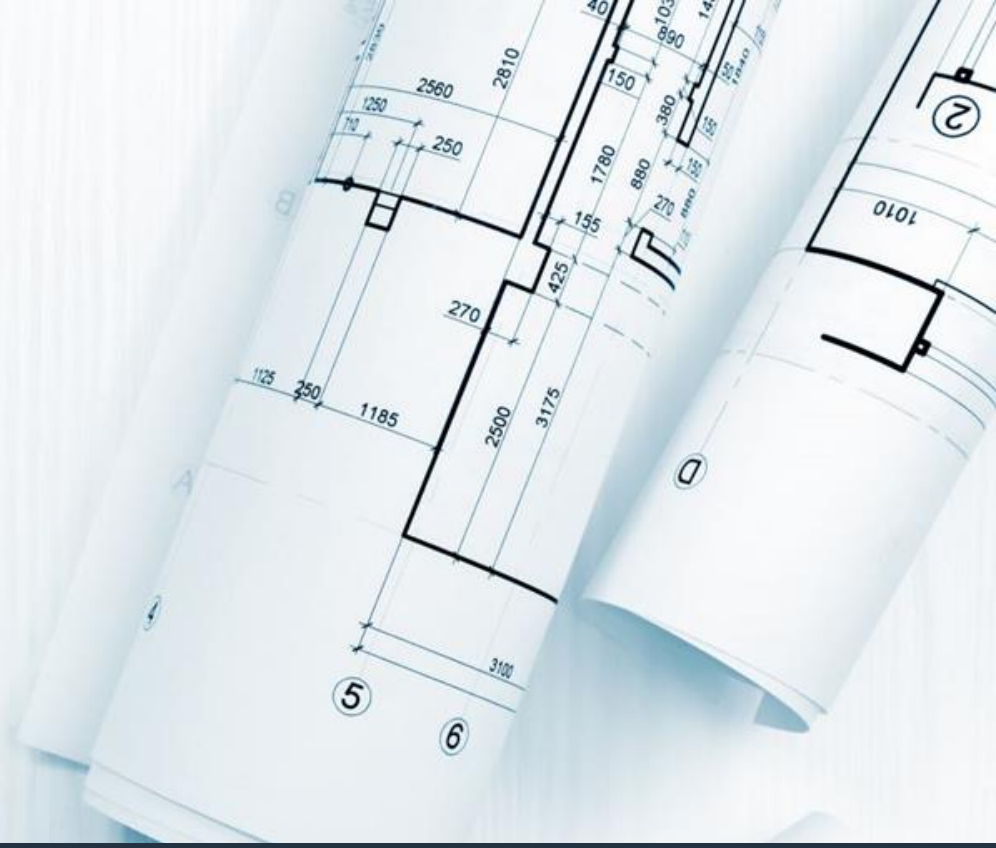
PREPARED BY: Marissa Jackson, Senior Planner

REVIEWED BY: Derek R. Hull, Director

Battle Law



Z22-004, U22-002 and CV22-00002
3505 Cascade Rd. QUIKTRIP

City of South Fulton:
Rezoning to C-2 with SLUP

Concurrent Variances

May 26, 2022

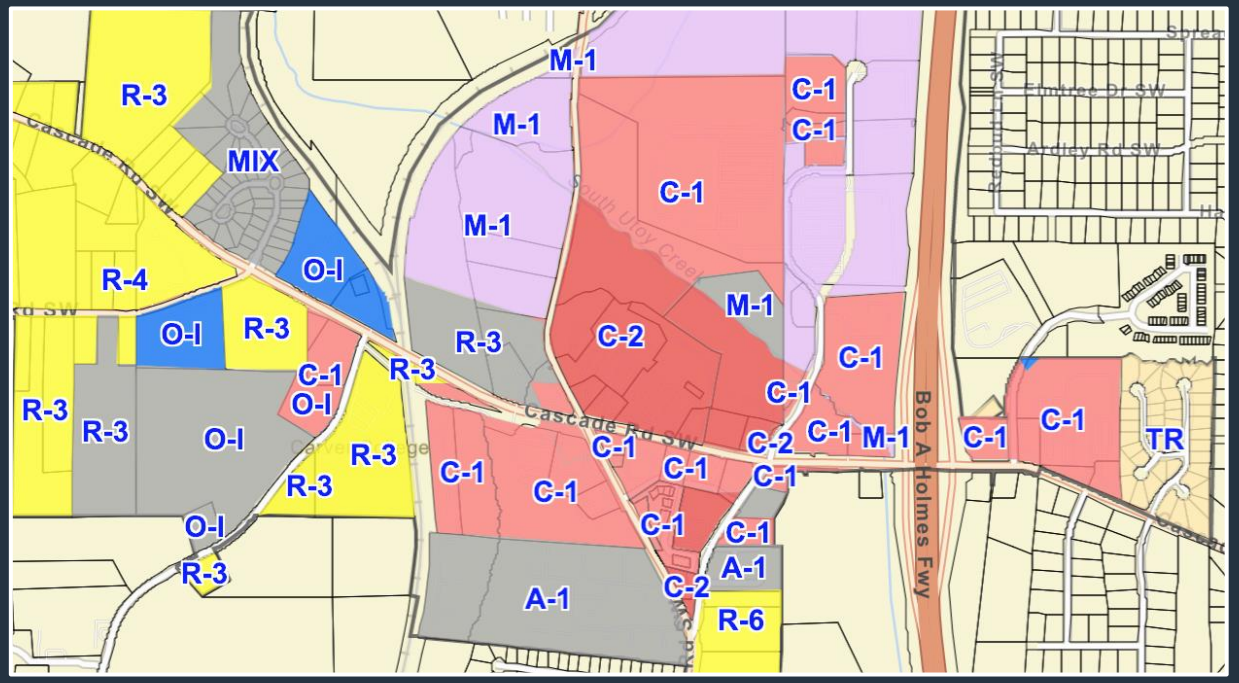
PURPOSE

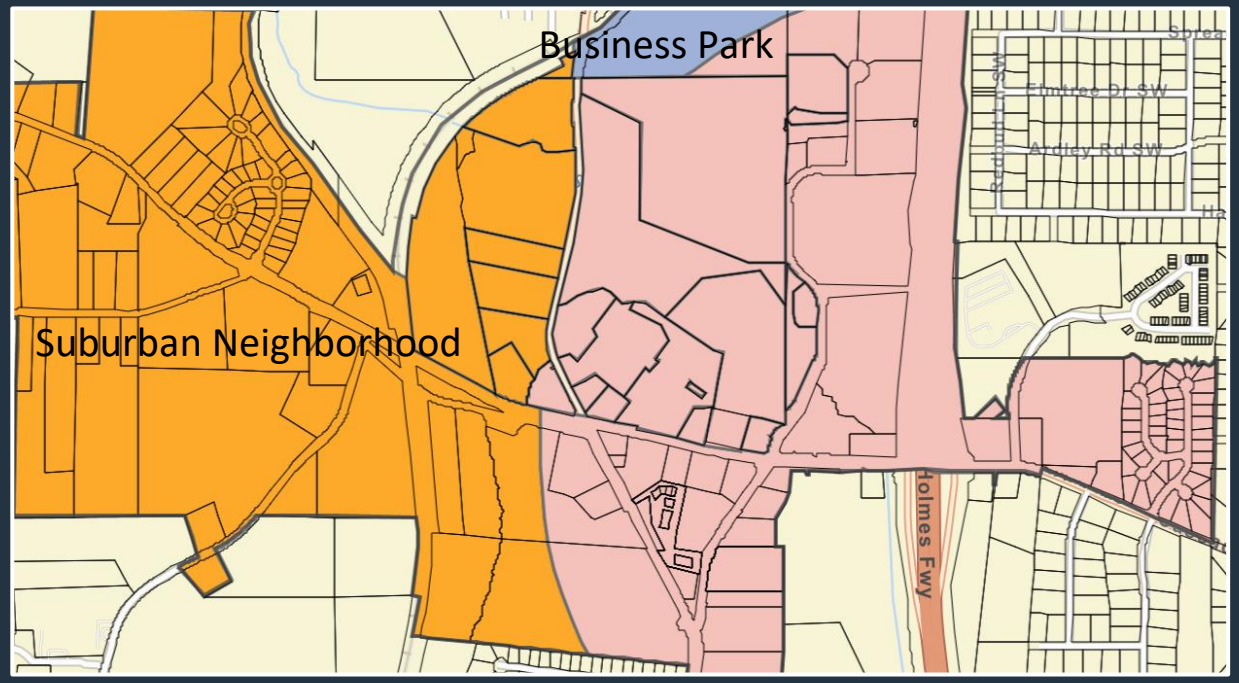
- Rezone from C-1 to C-2
- Use Permit
- Concurrent Variances
- To allow for a new QuikTrip store

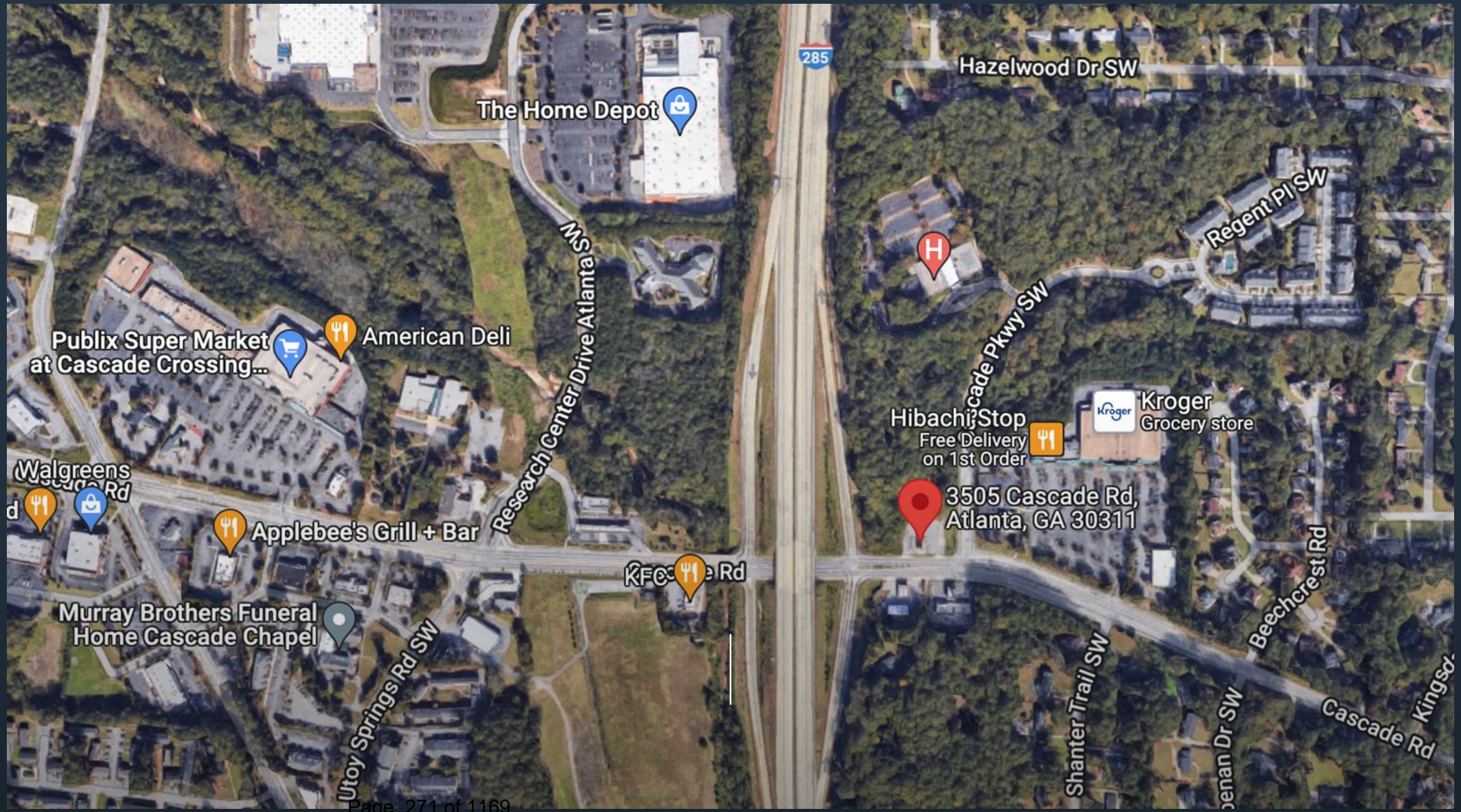
Prior History:

Site Approval for QT back in 2014 with Fulton County before the creation of the City of South Fulton.

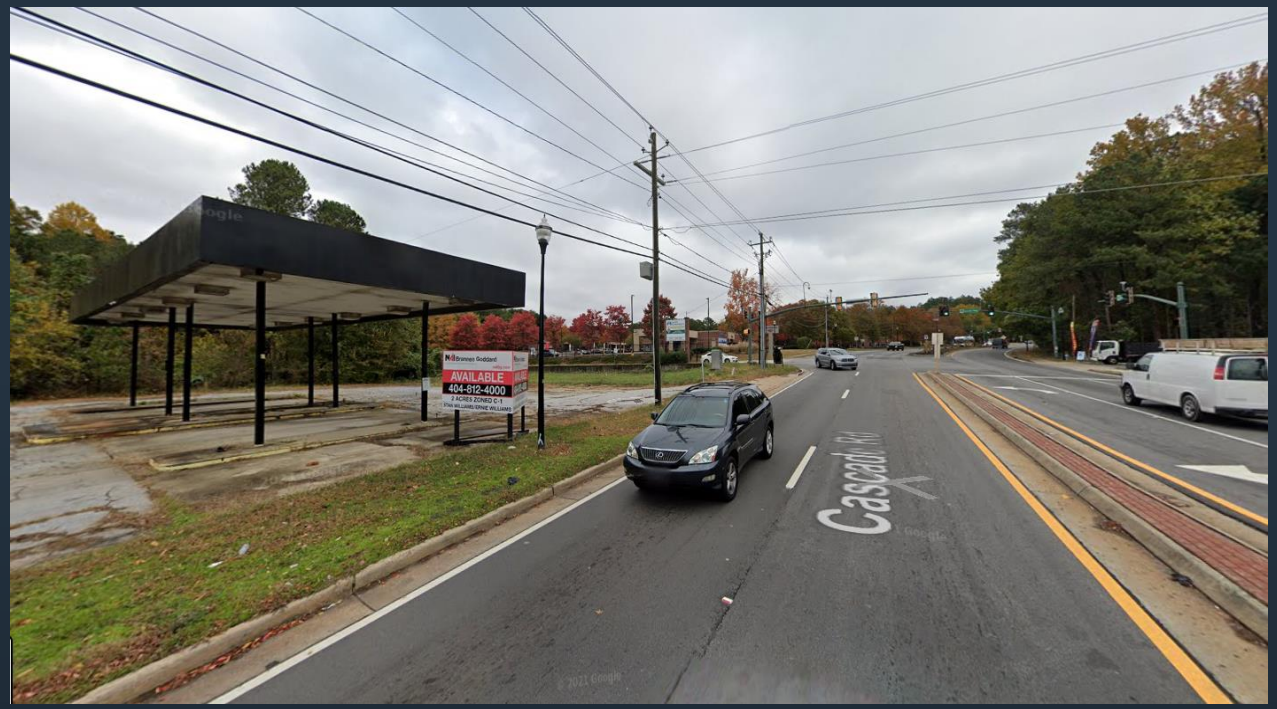
ZONING AND FUTURE LAND USE MAPS

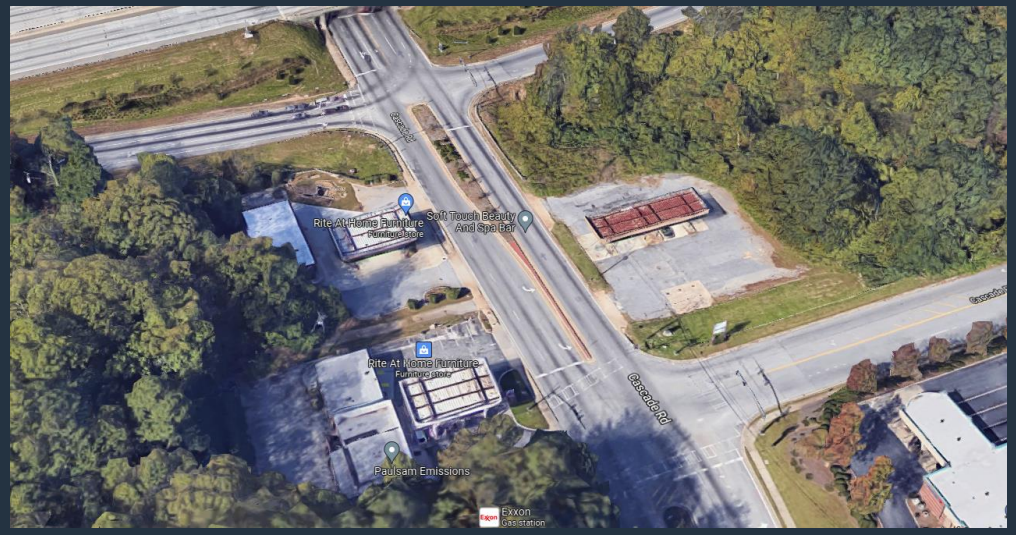


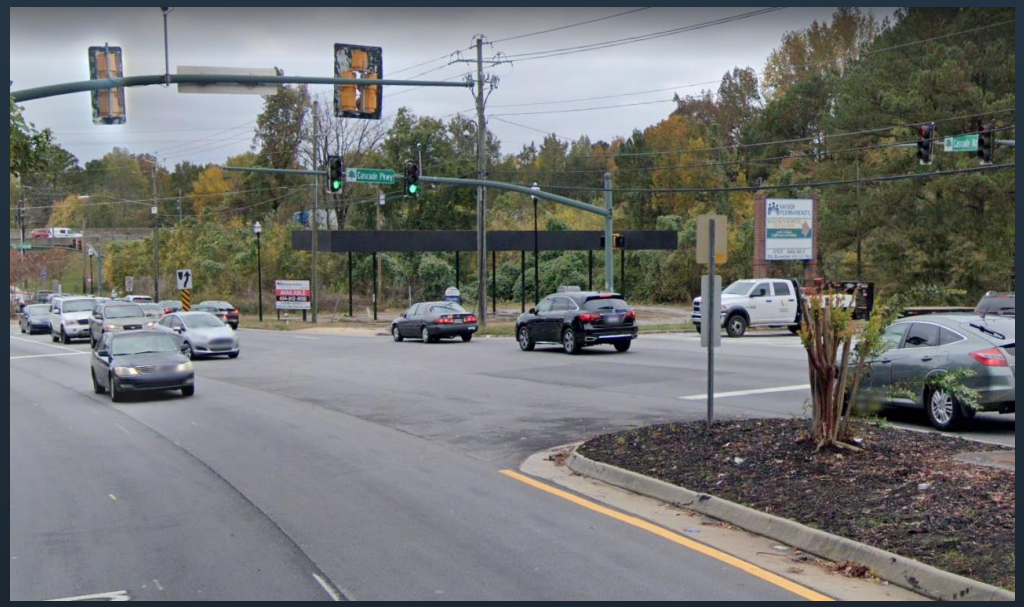



285
Hazelwood Dr SW
The Home Depot
Regent Pl SW
Research Center Drive Atlanta SW
Publix Super Market at Cascade Crossing...
American Deli
Hibachi Stop
Free Delivery on 1st Order
Kroger
Grocery store
3505 Cascade Rd, Atlanta, GA 30311
Walgreens
Applebee's Grill + Bar
Murray Brothers Funeral Home Cascade Chapel
Utoy Springs Rd SW
Shanter Trail SW
Beechcrest Rd
Cascade Rd

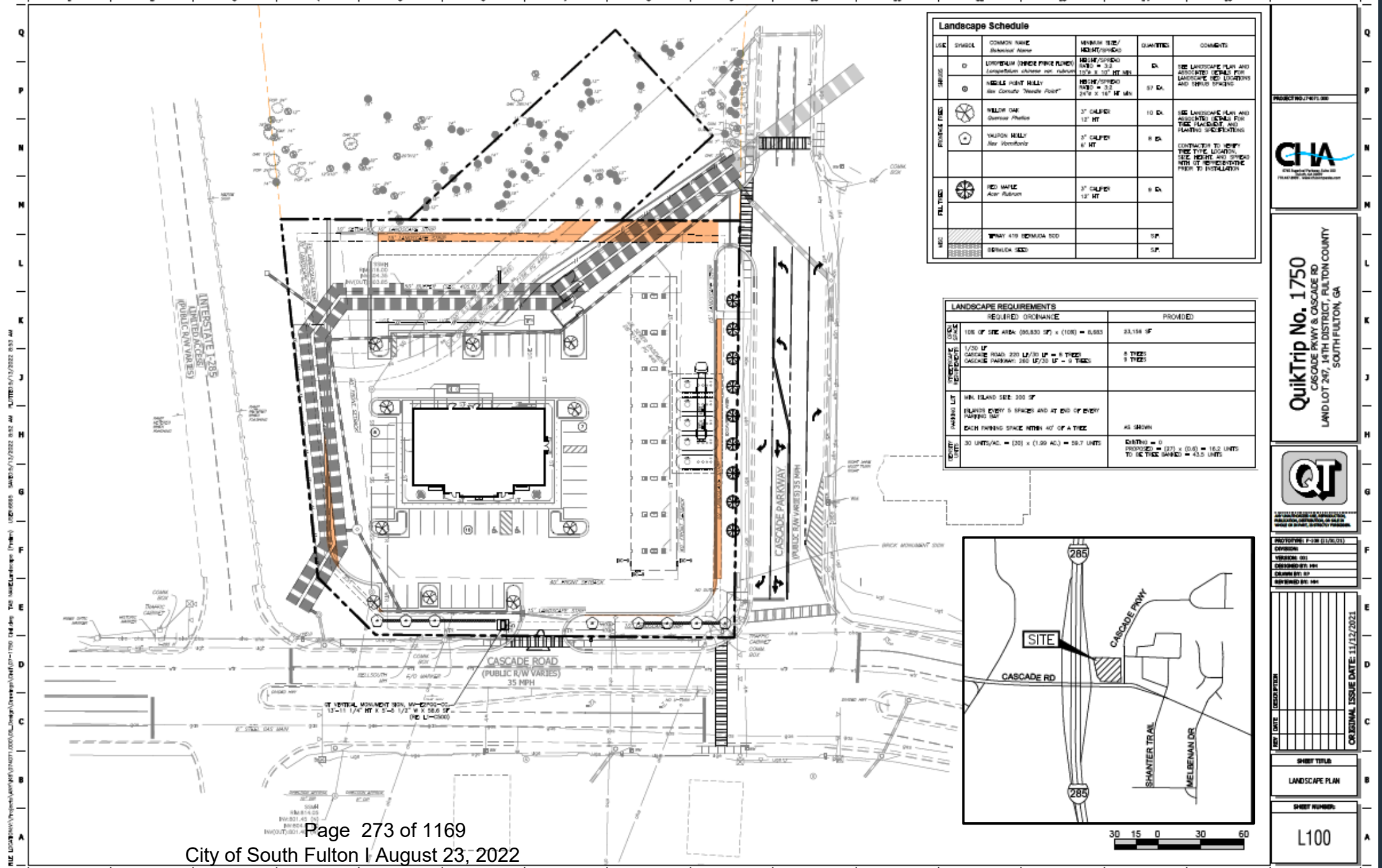
- Current Conditions on the site

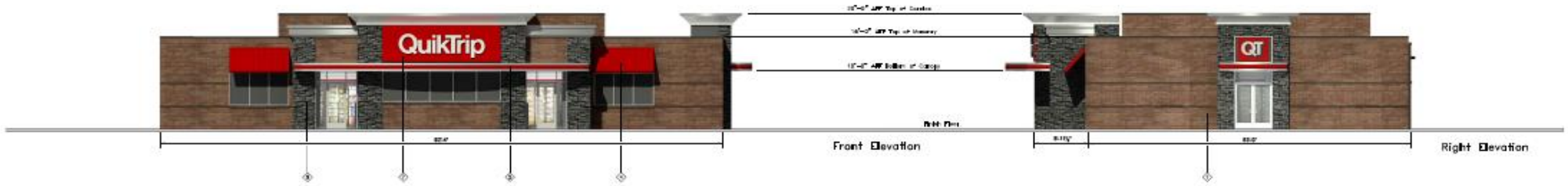






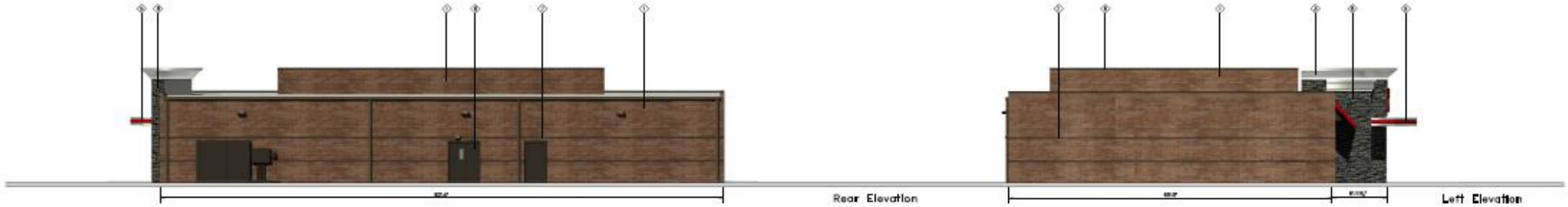
SITE PLAN


Landscape Schedule
LANDSCAPE REQUIREMENTS
REQUIRED ORDINANCE
PROVIDED
INTERSTATE I-285
LIMITED ACCESS
(PUBLIC R/W VARIES)
CASCADE PARKWAY
(PUBLIC R/W VARIES) 35 MPH
CASCADE ROAD
(PUBLIC R/W VARIES)
35 MPH
SITE
CASCADE PKWY
CASCADE RD
285
SHANTER TRAIL
MELSENAN DR
30 15 0 30 60
QuikTrip No. 1750
CASCADE PKWY & CASCADE RD
LAND LOT 247, 14TH DISTRICT, FULTON COUNTY
SOUTH FULTON, GA
ORIGINAL ISSUE DATE: 11/12/2021
LANDSCAPE PLAN
L100



Front Elevation

Right Elevation



Rear Elevation

Left Elevation

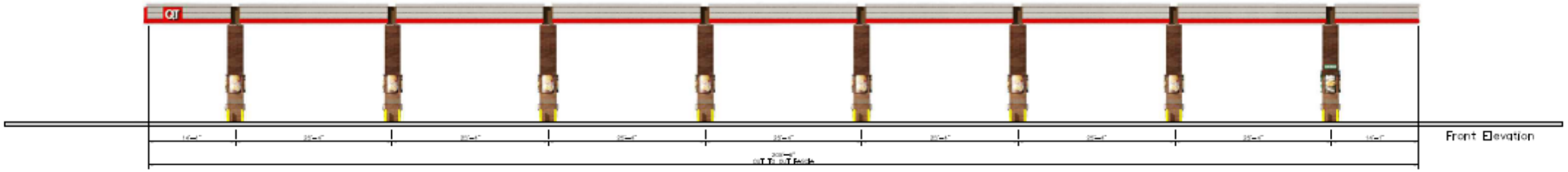
APPROVED
05/11/2022

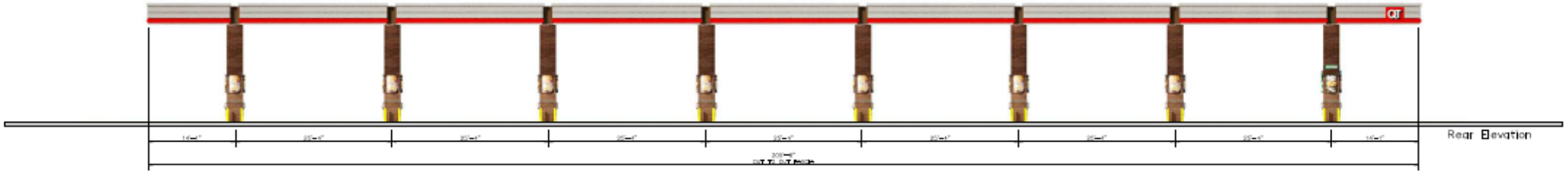
QuikTrip

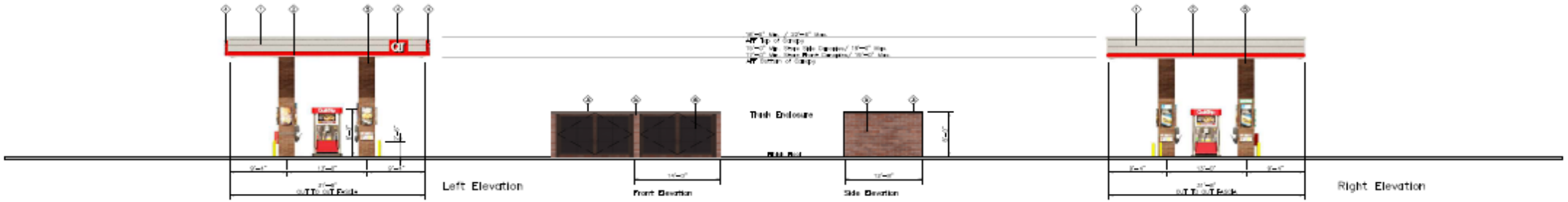
Store #	Custom G3SE Black Stone	Address:	City, State:
1750		3505 Cascade Rd	South Fulton, GA

Scale:	Issue Date:	Drawn By:	Rev/Notes
1/8"=1'-0"	05.11.22	BP	

07-1750-G3SE







QuikTrip

Store # 1750	Vertical 8 Canopy Elevations		Address: 3505 Cascade Rd	City, State: South Fulton, GA	
Serial # 07-1750-CV08	Scale: 1/8"=1'-0"	Issue Date: 05.11.22	Drawn By: BP	Rev/Notes:	

VARIANCE REQUEST INFO

Variance Notes: Approved December 2014 of the Following

- 1. Delete stream buffer protection requirements in order to pipe the existing stream.
- 6. Reduce the 10 ft. landscape strip to 6.5 ft. along the north property line.
- 7. increase the number of allowable wall signs from two to five.
- 8. Allow QT signature red color.

PROJECT: Quick-Trip

LOCATION: 3505 Cascade Road

EXISTING ZONING: C-1 (Community Business)

EXISTING PETITION NO.: Z69 -005 SFC

APPLICANT INTENT: The applicant seeks a primary variance as follows. The applicant requests withdrawal of Parts 2, 3, 4, and 5 and has amended Part 7 as follows:*

Part 1. Delete the stream buffer protection requirements in order to pipe the existing stream. (Fulton County Stream Buffer Protection Ordinance)

~~Part 2. Allow a billboard in C-1 (Community Business) zoning district (Article 33 Section 25(E)~~

~~Part 3. Allow two freestanding signs and increase the allowable sign face from 32 square feet to 360 square feet for a billboard (Article 33 Section 25.E.1.a.)~~

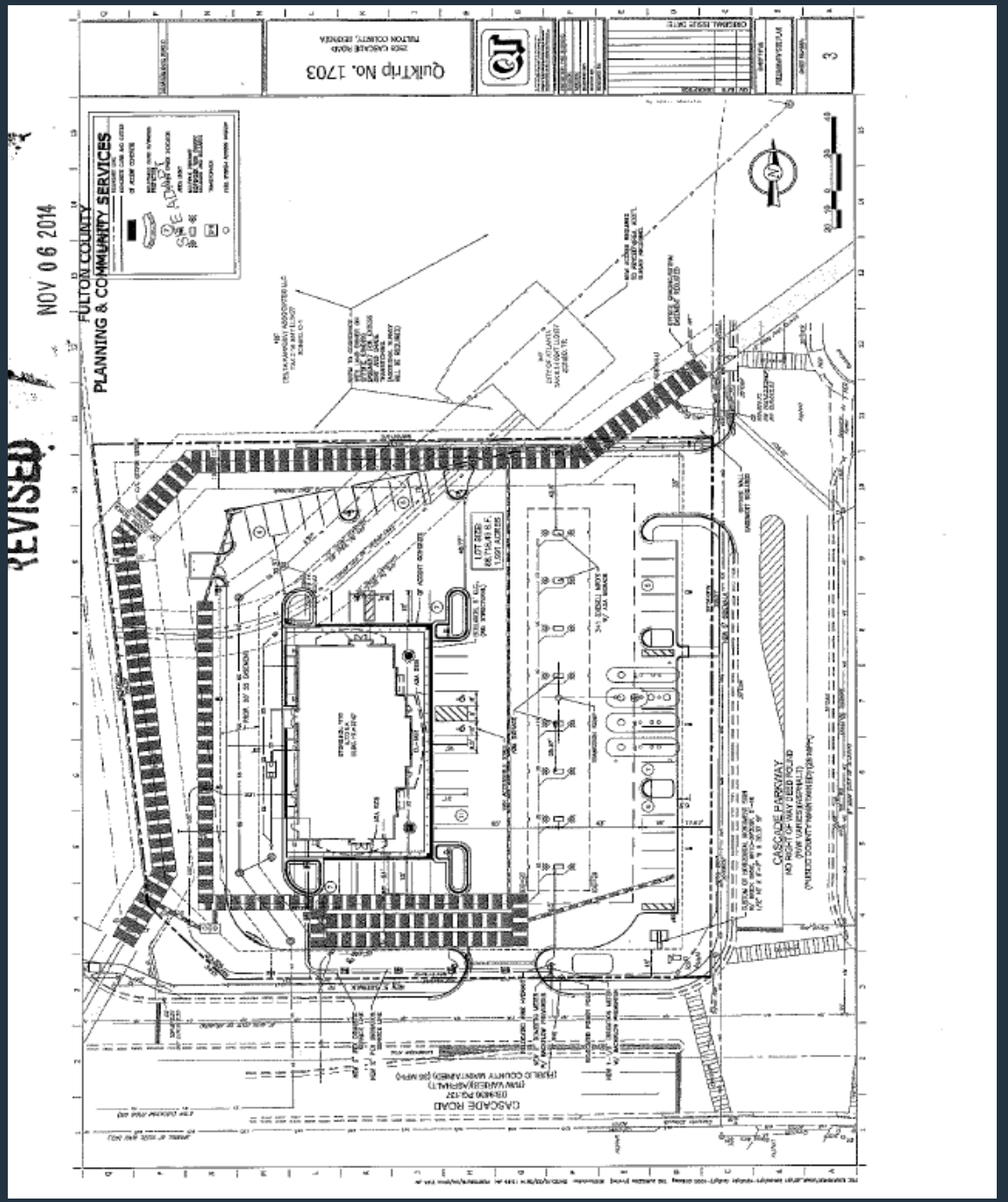
~~Part 4. Increase the maximum height of the billboard from 6 feet to 60 feet.(Article 33 Section 25.E.1.d.)~~

~~Part 5. Allow a freestanding sign, a billboard and a concrete pad associated with the air pump in the 15-foot landscape strips along the public streets (Article12.C.3. Section A.1.)~~

Part 6. Reduce the 10-foot landscape strip to 6.5 feet along the north property line (Article 12C.3. Section A.2.)

Part 7. Increase the number of allowable walls signs from two to ~~seven~~ five and allow a wall sign which does not face a street. (~~three~~ one wall signs facing Cascade Parkway, 1 wall sign over the door facing Cascade Road, 1 wall sign over the door facing the north property line, and 2 canopy signs). (Article 33, Section 25.E.2)

Part 8. Allow the "QT" signature red color (Article 12C.3. Section D.7)



Review of Variances Requested.

1. Increase Monument Height from 6 ft. to 16 ft.
2. Increase sign area from 32 SF to 70 SF.
3. Decrease monument sign setback from 10’ to 5’.
4. Exemption from LED light requirements
5. Variance from total wall signage allowance of 100 SF .
6. Allowance to use painted steel in the canopy structure.
7. Allowance to use fabric as screen for dumpster door faces and mechanical roof screens.

Review of Variances Requested Continued…

7. Allowance to use fabric as a screen for dumpster door faces and mechanical roof screens.

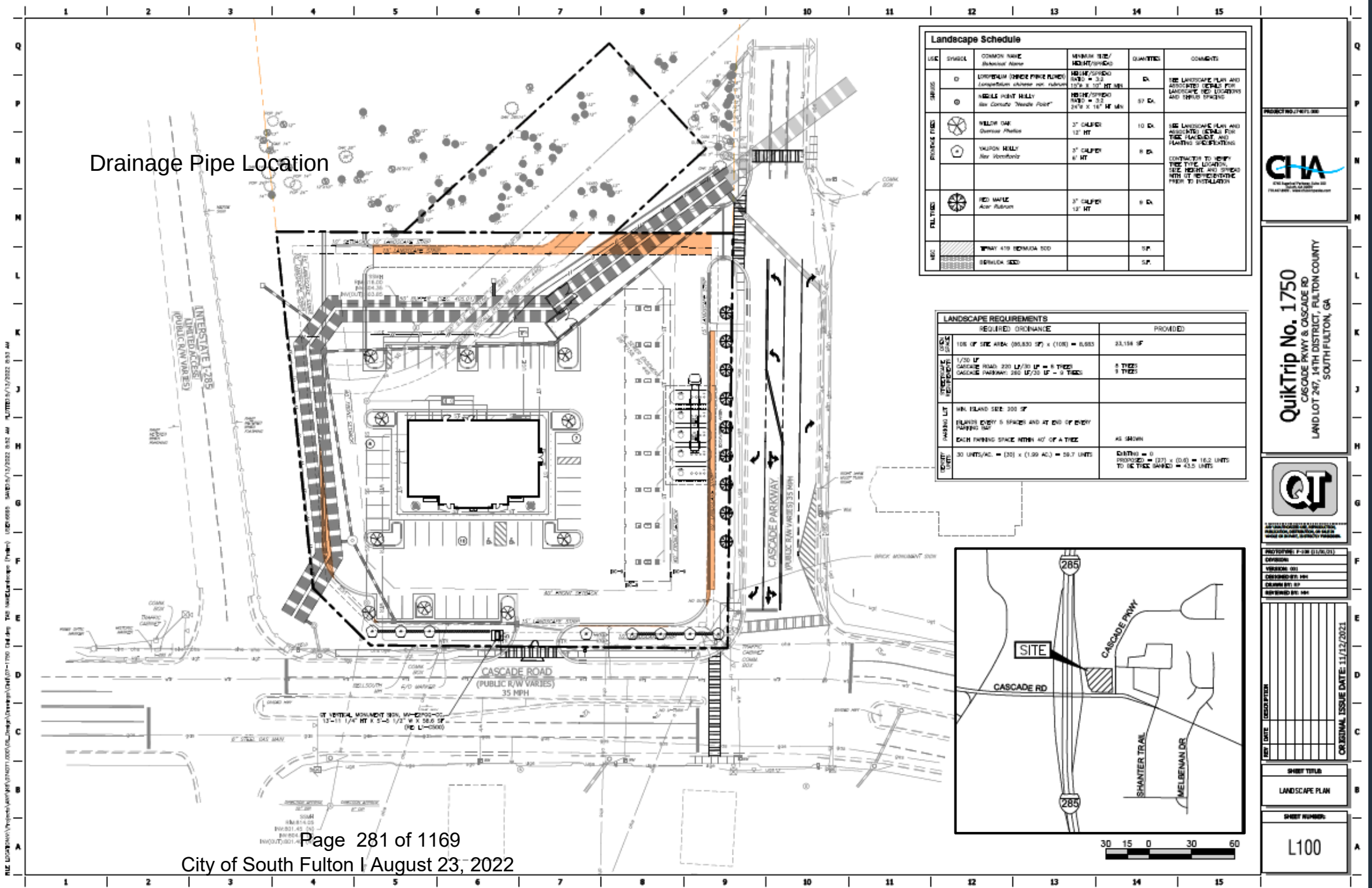
~~8. Reduce the buffer and improvement setback to zero between QT and the residential tract owned by the City of Atlanta and used as a sewer lift station.~~

9. Allow for the following encroachments on the 10’ landscape strip required in base zoning and 15’ in the Cascade Corridor Overlay District.

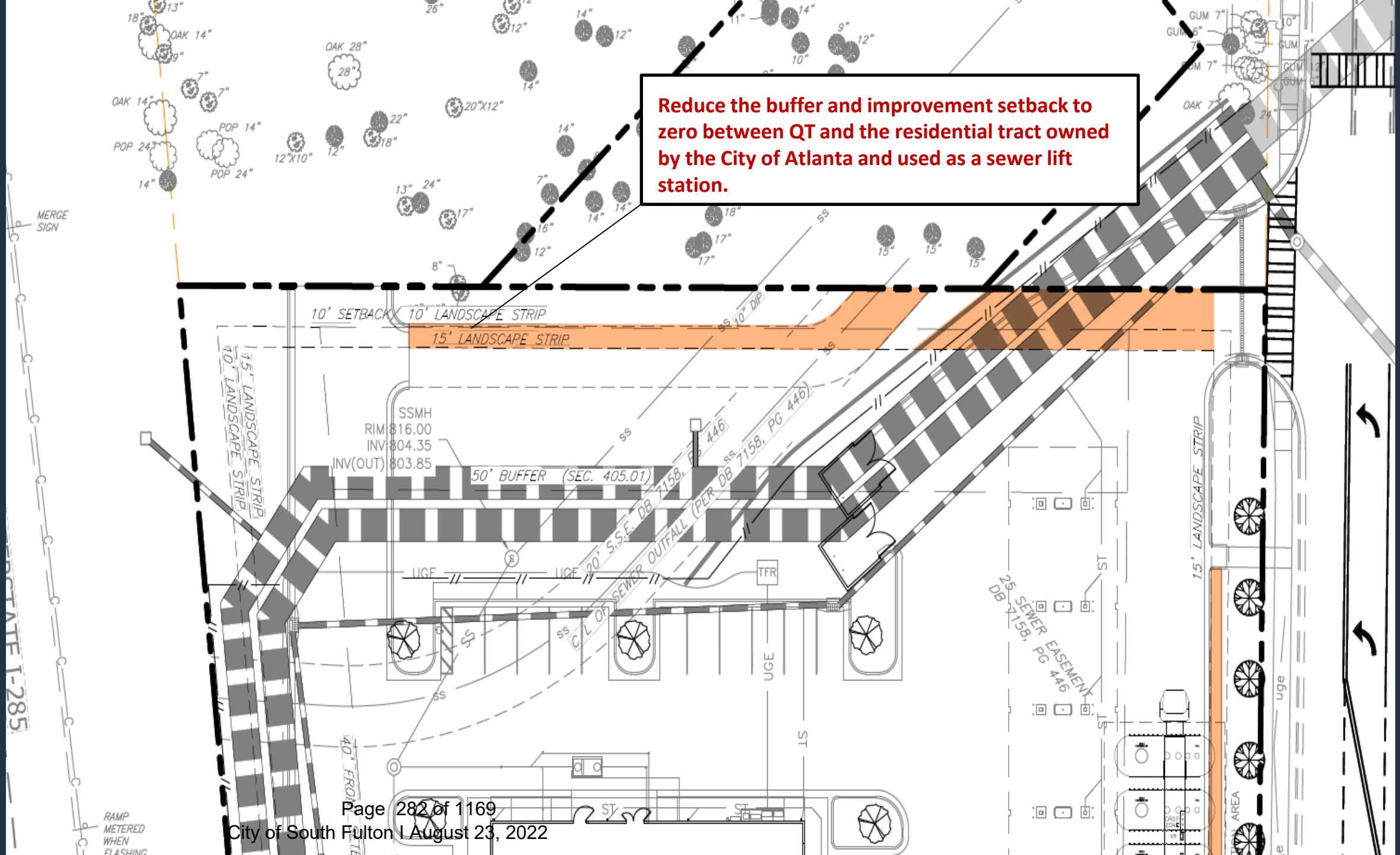
10. Exemption from the requirement to have Landscape islands required every 5 parking spaces

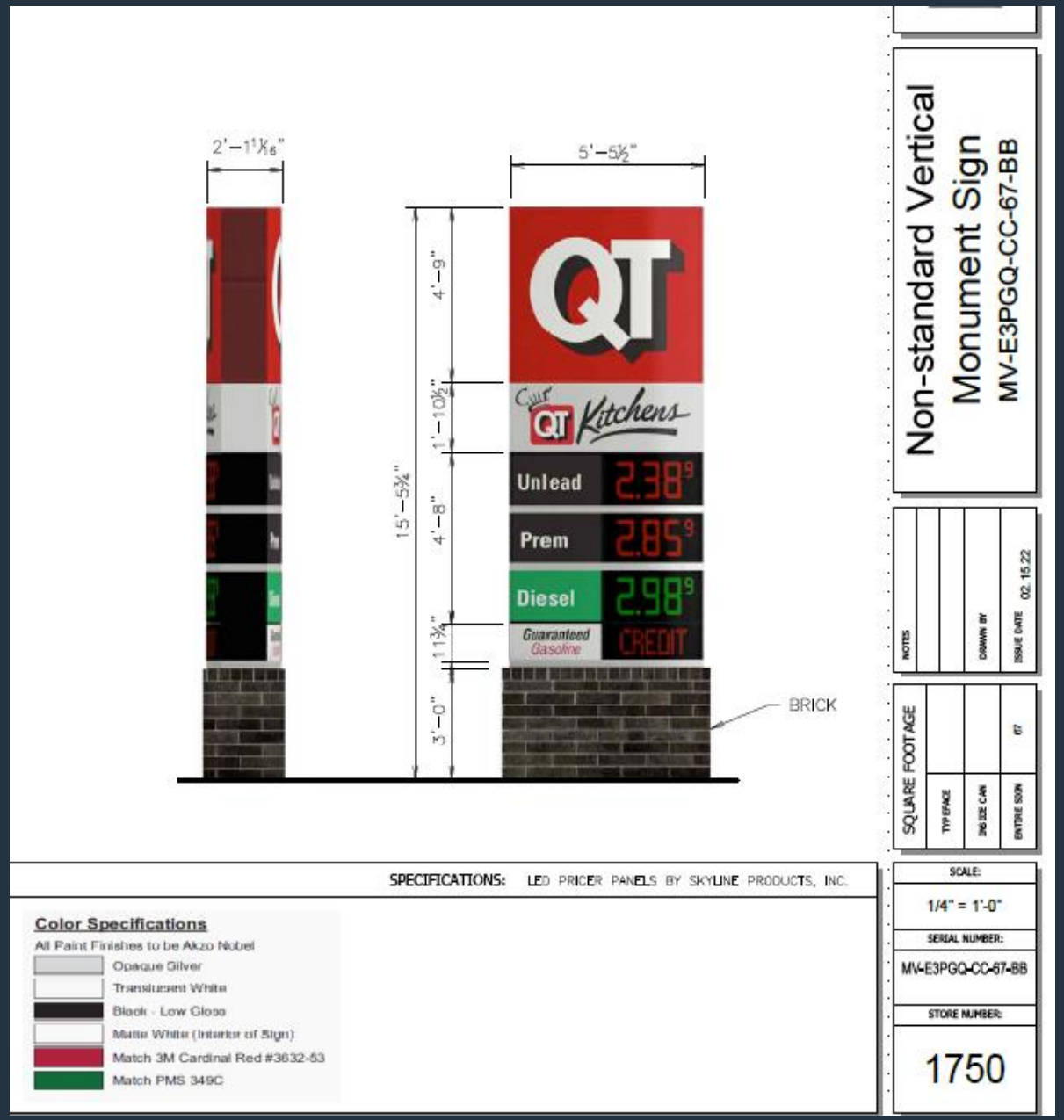
- 11. Variance from the minimum requirement to have landscape islands be a minimum of 200 sf for two landscape islands at the rear of the building.
- 12. Variance from the requirement to install large overstory trees along Cascade Rd, as overhead utilities are in conflict.
- 13. ~~Allowance to use “QT Brown and QT Red” as shown in the elevations included in the application packet. Staff recommendation is denial for the request to use QT Brown.~~
- 14. Allowance to use synthetic stucco on the building.

SITE PLAN


Drainage Pipe Location
Landscape Schedule
LANDSCAPE REQUIREMENTS
REQUIRED ORDINANCE
PROVIDED
INTERSTATE I-285
LIMITED ACCESS
(PUBLIC R/W VARIES)
CASCADE PARKWAY
(PUBLIC R/W VARIES) 35 MPH
CASCADE ROAD
(PUBLIC R/W VARIES)
35 MPH
SITE
CASCADE PKWY
CASCADE RD
SHANTER TRAIL
MELGENAN DR
285
30 15 0 30 60
QuikTrip No. 1750
CASCADE PKWY & CASCADE RD
LAND LOT 247, 14TH DISTRICT, FULTON COUNTY
SOUTH FULTON, GA
LANDSCAPE PLAN
L100

SITE PLAN

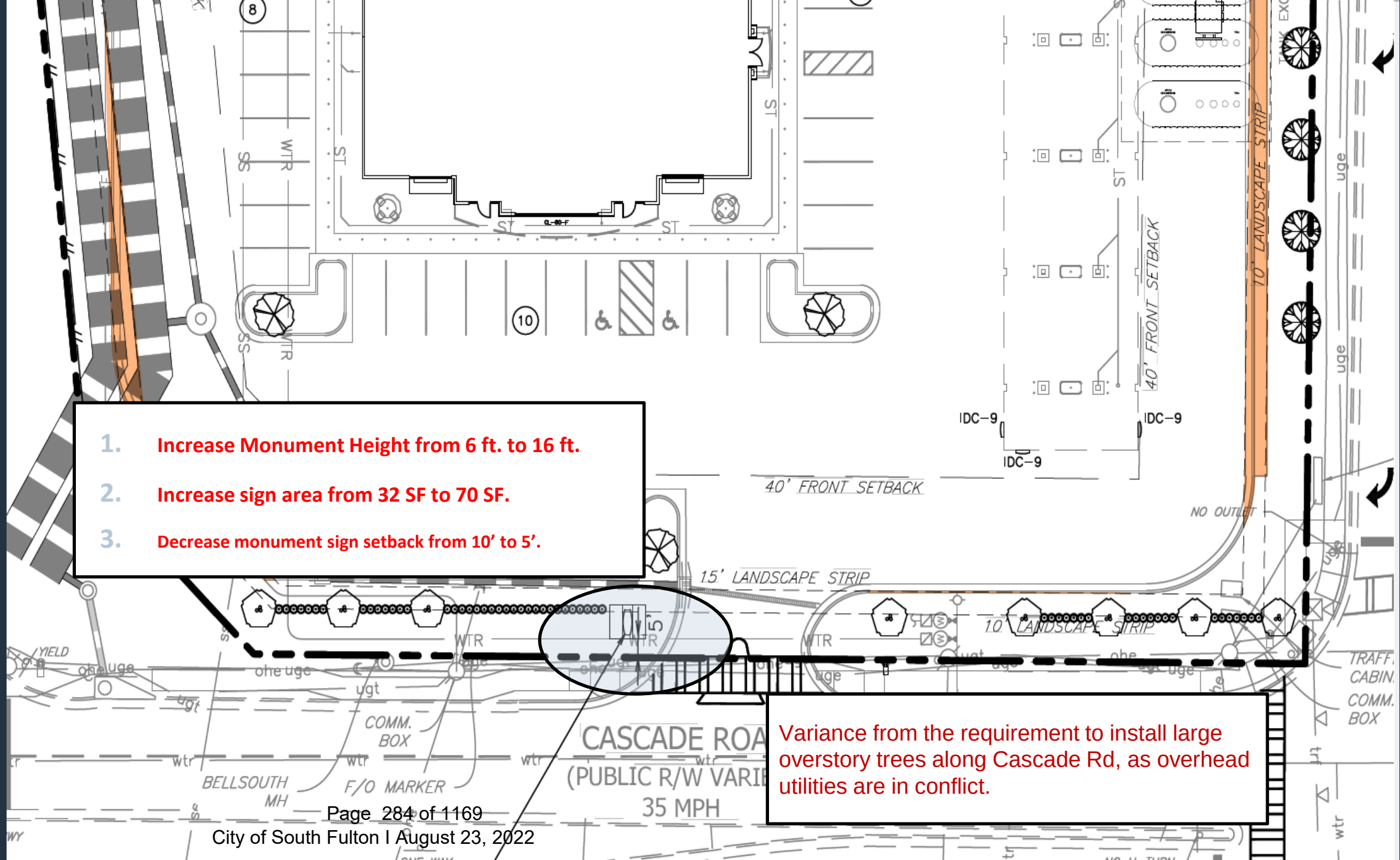

Reduce the buffer and improvement setback to zero between QT and the residential tract owned by the City of Atlanta and used as a sewer lift station.
10' SETBACK
10' LANDSCAPE STRIP
15' LANDSCAPE STRIP
50' BUFFER (SEC. 405.01)
SSMH
RIM 816.00
INV 804.35
INV(OUT) 803.85
20' S.S.E. DB 7158, PG 446
C/L OF SEWER OUTFALL (PER DB 7158, PG 446)
25' SEWER EASEMENT DB 7158, PG 446
UGE
TFR
SS
ST
MERGE SIGN
RAMP METERED WHEN FLASHING
I-285



Increase Monument Height from 6 ft. to 16 ft.

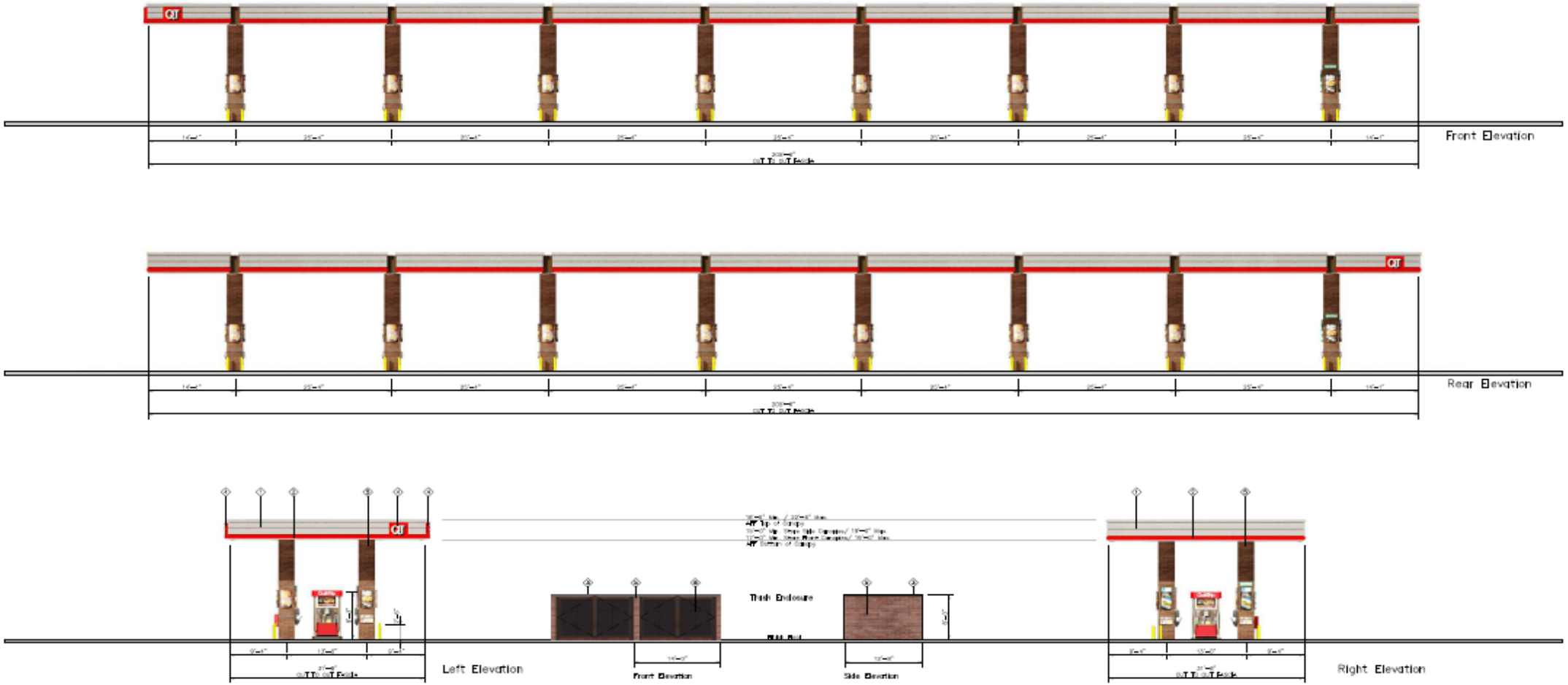
increase sign area from 32 SF to 70 SF.

Decrease monument sign setback from 10’ to 5’.


1. Increase Monument Height from 6 ft. to 16 ft.
2. Increase sign area from 32 SF to 70 SF.
3. Decrease monument sign setback from 10’ to 5’.
Variance from the requirement to install large overstory trees along Cascade Rd, as overhead utilities are in conflict.
40’ FRONT SETBACK
10’ LANDSCAPE STRIP
15’ LANDSCAPE STRIP
NO OUTLET
IDC-9
CASCADE ROA
(PUBLIC R/W VARI
35 MPH
COMM. BOX
BELLSOUTH MH
F/O MARKER
YIELD

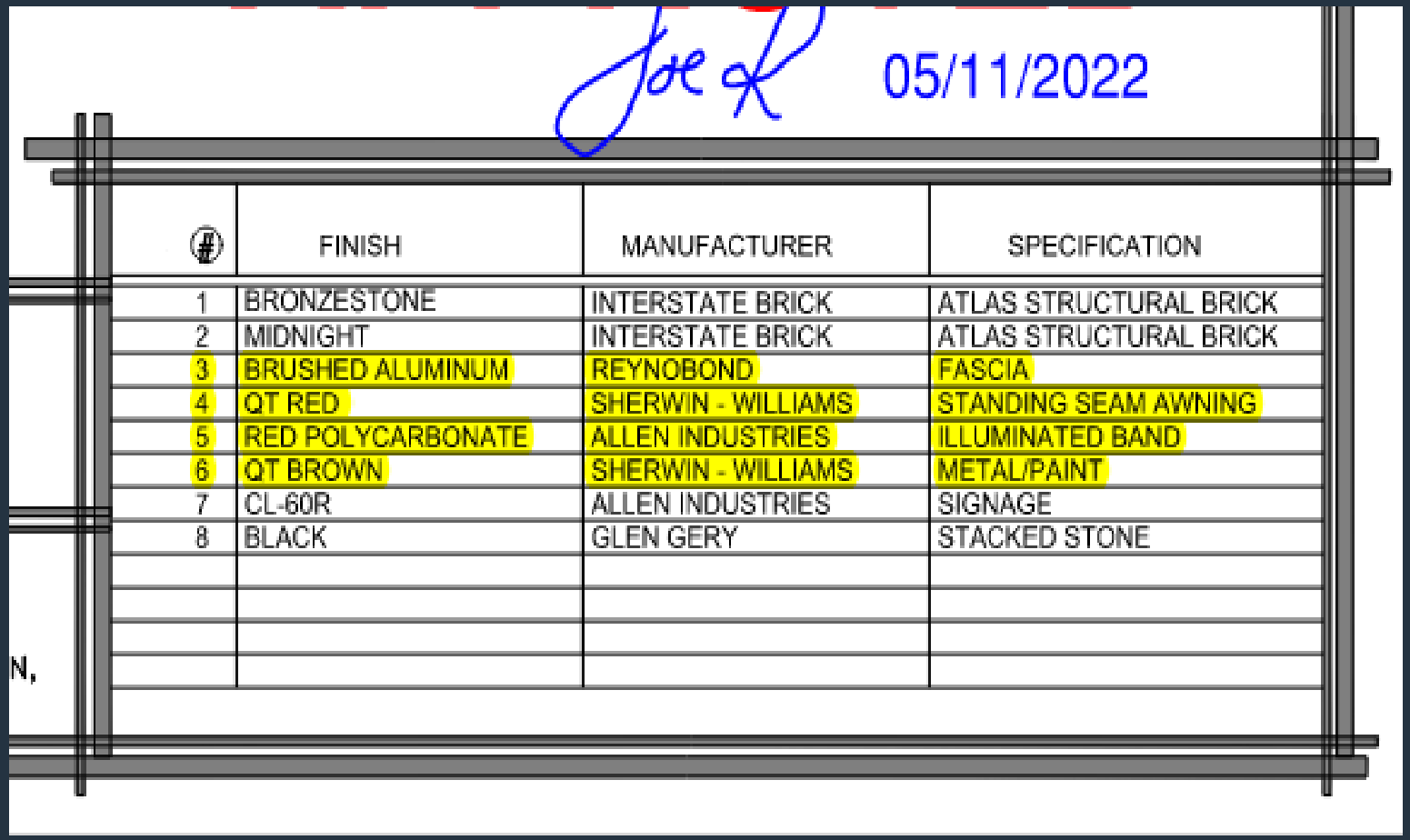
*** Variance from total wall signage allowance of 100 SF .**

6. Allowance to use painted steel in the canopy structure



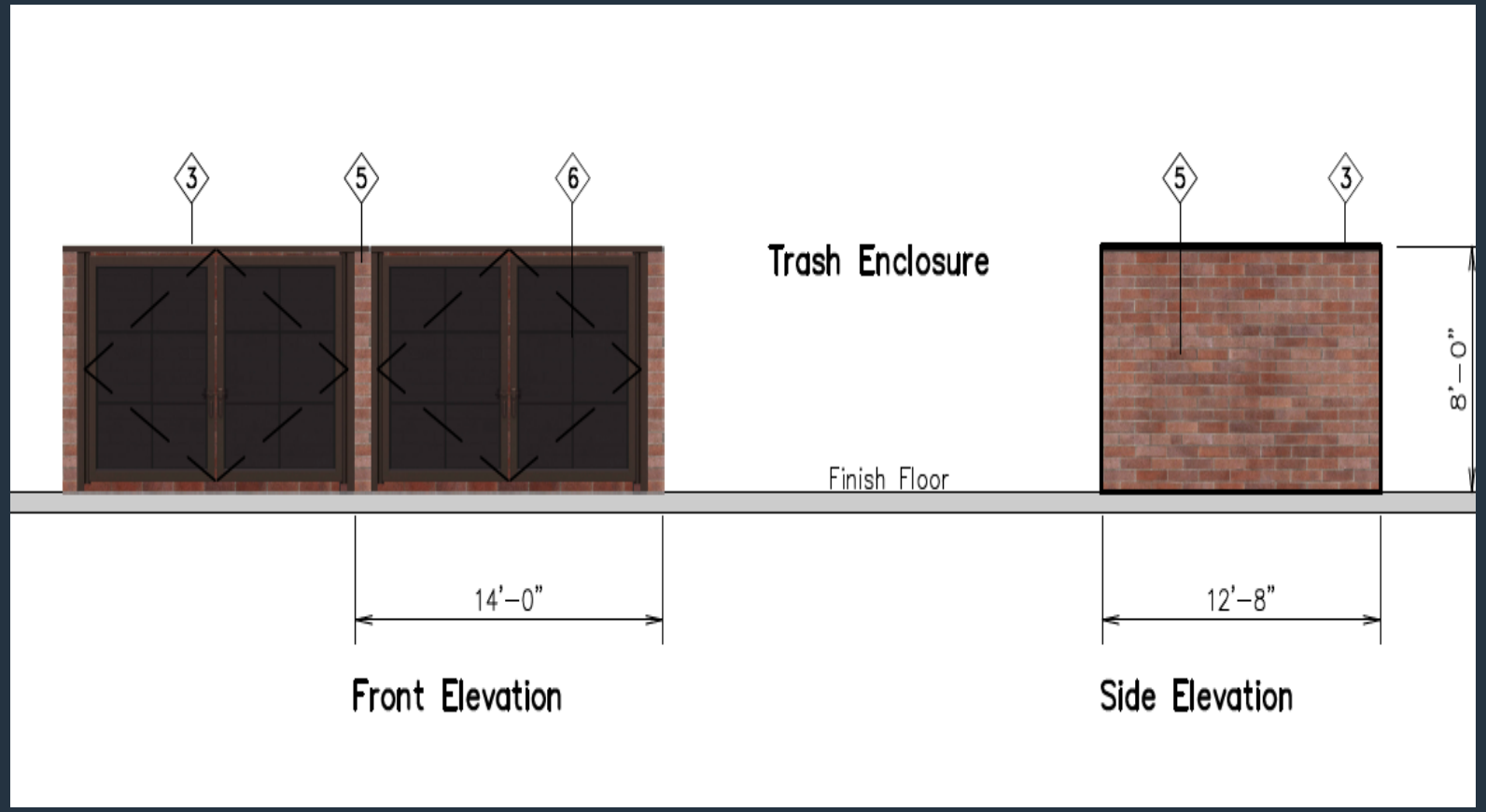
QuikTrip

Store # 1750	Vertical 8 Canopy Elevations		Address: 3505 Cascade Rd	City, State: South Fulton, GA	
Serial # 07-1750-CV08	Scale: 1/8"=1'-0"	Issue Date: 05.11.22	Drawn By: BP	Rev/Notes:	



#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BRUSHED ALUMINUM	REYNOBOND	FASCIA
4	QT RED	SHERWIN - WILLIAMS	STANDING SEAM AWNING
5	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
6	QT BROWN	SHERWIN - WILLIAMS	METAL/PAINT
7	CL-60R	ALLEN INDUSTRIES	SIGNAGE
8	BLACK	GLEN GERY	STACKED STONE

- Color Finish Details for Building and Accessories for QT:
- Administrative Waiver Submitted.



- 7. Allowance to use fabric as screen for dumpster door faces and mechanical roof screens.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:12 p.m. Second reading of an Ordinance to Waive Distance Requirements (separate vote) for a Gas Station located at 3505 Cascade Road (only), Atlanta, GA 30311

DATE: August 23, 2022

SUBJECT: 5:12 p.m. Second reading of an Ordinance to Waive Distance Requirements (separate vote) for a Gas Station located at 3505 Cascade Road (only), Atlanta, GA 30311

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance - QuikTrip Distance Exemption_cfr (RM)	Cover Memo	8/20/2022
COSF Memorandum FIS QuikTrip Distance Exemption Ordinance	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2022-_____**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, TO WAIVE PROVISIONS OF SECTION 302.15 OF THE CITY OF SOUTH FULTON CODE OF ORDINANCES, FOR THE PURPOSE OF WAIVING DISTANCE REQUIREMENTS FOR A GAS STATION LOCATED AT 3505 CASCADE ROAD, ATLANTA, GA, 30311; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Rowell)

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

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

WHEREAS, section 302.15 (Gas Station) of Section 302 (Restrictions on Principal Uses) of Article 3 (Restrictions on Particular Uses) of Appendix C (Zoning), of the City of South Fulton Code of Ordinances ("Code") provides in part that "gas stations shall be separated by a minimum of 3 miles from other gas stations"; and

WHEREAS, section 302.15 of the Code further provide, in part, that "Gas stations shall not be located within 1,000 ft of residential uses and/or mixed use districts that include residential development"; and

WHEREAS, the site of a proposed QuikTrip gas station, located at 3505 Cascade Road, Atlanta, Georgia 30311, is not located within 1,000ft of a residential use and/or a mixed used district but is within 3 miles of other gas stations: and

WHEREAS, 3505 Cascade Road was formerly a gas station that has been abandoned for a number of years and has not been redeveloped in over two decades due to the sites challenging topography and its former use which deems it a petroleum brownfield; and

WHEREAS; the site is in a commercial area directly adjacent to Interstate 285 to its east, and a big box grocery store to its west, and across the street from an existing gas station in the city limits of Atlanta that is slated to be demolished; and

WHEREAS, it would not be detrimental to the public health, safety, and welfare to the citizens of the City of South Fulton due to its distance from a residential use and it is therefore the intent of the City's Zoning Code to waive the provisions of section 302.15 to allow a gas station at the identified site.

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

Section 1. That the 3 mile distance requirement of Section 302.15(a) and the 1,000 foot distance requirement of Section 302.15(b) (Gas Stations) of Section 302 (Restrictions on Principal Uses) of Article 3 (Restrictions on Particular Uses) of Appendix C (Zoning), of the City of South Fulton Code of Ordinances are hereby waived for the property located at 3505 Cascade Road, Atlanta, GA 30311.

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

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

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

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

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

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: May 12, 2022

SUBJECT: QuikTrip Distance Exemption Ordinance

CONCLUSION

No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to waive provisions of Section 302.15 of the City of South Fulton Code of Ordinances for the purposes of waiving distance requirements for a gas station located at 3505 Cascade Road, Atlanta, GA 30311.

FINANCIAL IMPACT

The ordinance as written would not have a financial impact on the FY22 budget.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:15 p.m. CITY PURCHASES and CONTRACTS ? 5:15 p.m. Request Council to enter into a contract with Tyler Technologies to provide a system for Financial Management and Community Development. The funding for this item is within the FY22 budget for an expenditure of not to exceed $650,000 the first year, $600,000 the second year and $400,000 the 3rd year. These costs are expended through staggered payments through the implementation over the next 12 to 13 months. As these services come online, the cancelation of old services will offset the cost by an estimated reduction of $220,000 annually. The source of funding is FY22 Finance Capital Budget and the Information Technology Software Line. (Finance)

DATE: August 23, 2022

SUBJECT: 5:15 p.m. CITY PURCHASES and CONTRACTS ? 5:15 p.m. Request Council to enter into a contract with Tyler Technologies to provide a system for Financial Management and Community Development. The funding for this item is within the FY22 budget for an expenditure of not to exceed $650,000 the first year, $600,000 the second year and $400,000 the 3rd year. These costs are expended through staggered payments through the implementation over the next 12 to 13 months. As these services come online, the cancelation of old services will offset the cost by an estimated reduction of $220,000 annually. The source of funding is FY22 Finance Capital Budget and the Information Technology Software Line. (Finance)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Tyler Technologies	Cover Memo	8/20/2022

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 23, 2022	Namarr Strickland, Karen Slaton-Dixon

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Finance	City At Large

REQUESTED ACTION

System for Financial Management and Community Development (Finance, Code Enforcement, Community Development, Information Technology)

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

Approval to enter into a contract with Tyler Technologies to provide a system for Financial Management and Community Development.

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

In our efforts to increase efficiency through digital transformation, this is a request to procure and implement a financial management and community development system. This effort will improve our financial services and will maximize operations and smart decision-making while using the integration of code enforcement, business licenses and planning, to provide a system that increases efficiency, transparency and ease of use.

FUNDING SOURCE

(If applicable)
FY22 Finance Capital Budget and the Information Technology Software Line

FINANCIAL IMPACT

(If applicable)
The funding for this item is within our FY22 budget for an expenditure of not to exceed 650,000 the first year, $600,000 the second year and $400,000 the 3rd year. These costs are expended through staggered payments as we go through the implementation over the next 12 to 13 months. As these services come online, the cancelation of old services will offset the cost by an estimated reduction of $220,000 annually.

STATUS

Financial Impact Statement Received: Yes
Legislative Process Complete: No

APPROVED BY

Brian Morris, Director	Date: August 12, 2022
Derek Hull, Director	Date: August 12, 2022
Karen Slaton-Dixon, Director	Date:
Vincent Hyman, City Attorney	Date:
Tammi Saddler Jones, City Manager	Date:
Corey Adams, City Clerk	Date:

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means the City of South Fulton, Georgia.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a

summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.

6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you,

then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its

defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this

section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and

conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata data platform is subject to the Socrata SaaS Services Terms of Service, available at https://www.tylertech.com/terms/socrata-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms

Schedule 2: DocOrigin Terms
Exhibit E Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	City of South Fulton, GA
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: City of South Fulton 5440 Fulton Industrial Blvd. Atlanta, GA 30336 Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Quoted By: Blake Reynolds
Quote Expiration: 09/04/22
Quote Name: ERP Pro 10 Financials + Enterprise Permitting & Licensing

Sales Quotation For:
City of South Fulton
5440 Fulton Industrial Blvd.
Atlanta GA 30336

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Tyler Annual Software – SaaS

Description	List Price	Discount	Annual
Enterprise Permitting & Licensing			
Enterprise Permitting & Licensing Core Software			
Report Toolkit	$ 2,522	$ 252	$ 2,270
Workforce Mobile	$ 618	$ 62	$ 556
GIS Site License	$ 0	$ 0	$ 0
e-Reviews	$ 30,474	$ 3,047	$ 27,427
Decision Engine	$ 15,763	$ 1,576	$ 14,187
Civic Access - Community Development	$ 15,763	$ 1,576	$ 14,187
Civic Access - Business Management	$ 15,763	$ 1,576	$ 14,187

Advanced Automation Bundle	$ 6,304	$ 630	$ 5,674
Core Foundation Bundle	$ 3,151	$ 315	$ 2,836
Community Development Suite - Per User	$ 138,515	$ 13,845	$ 124,670
Business Management Suite - Per User	$ 21,310	$ 2,130	$ 19,180
ERP Pro powered by Incode			
ERP Pro 10 Financial Management Suite			
Core Financials	$ 57,867	$ 4,051	$ 53,816
Contracts Management	$ 1,935	$ 135	$ 1,800
Fixed Assets	$ 10,771	$ 754	$ 10,017
Grants Management	$ 3,537	$ 248	$ 3,289
Inventory Control	$ 10,771	$ 754	$ 10,017
ePurchasing	$ 7,000	$ 0	$ 7,000
Project Accounting	$ 9,195	$ 644	$ 8,551
Purchasing	$ 18,808	$ 1,317	$ 17,491
Accounts Receivable	$ 10,610	$ 743	$ 9,867
ERP Pro 10 Customer Relationship Management Suite			
Cashiering	$ 7,073	$ 495	$ 6,578
Tyler One			
My Civic Suite			
My Civic & Service Requests Pro	$ 10,800	$ 0	$ 10,800
Content Manager Suite			
Core	$ 16,075	$ 1,125	$ 14,950
TOTAL:	**$ 414,625**	**$ 35,275**	**$ 379,350**

Tyler Annual Services

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Description	Annual
ERP	
Other Services	
Tyler University	$ 3,500
TOTAL:	**$ 3,500**

Tyler Fees per Transaction

Description	Net Unit Price
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
AP Automation	$ 0.00

Services

Description	Hours/Units	Extended Price	Maintenance
ERP Pro 10 Financial Management Suite			
Professional Services	537	$ 99,345	$ 0
Accounts Payable History Data Conversion	1	$ 1,500	$ 0
Accounts Payable Data Conversion	1	$ 2,500	$ 0
General Ledger History Data Conversion	1	$ 1,500	$ 0
General Ledger Data Conversion	1	$ 2,500	$ 0
Financials Project Management	1	$ 2,750	$ 0
Accounts Receivable Data Conversion	1	$ 8,000	$ 0

ERP Pro 10 Customer Relationship Management Suite			
Professional Services	40	$ 7,400	$ 0
Project Management	1	$ 1,750	$ 0
Enterprise Permitting & Licensing powered by EnerGov			
EPL - Training Fees	160	$ 29,600	$ 0
EPL - Project Management Fees	432	$ 79,920	$ 0
EPL - Implementation Fees	750	$ 138,750	$ 0
EPL - Data Conversion Fees	120	$ 22,200	$ 0
My Civic Suite			
My Civic & Service Requests Pro	72	$ 13,320	$ 0
Project Management	1	$ 250	$ 0
Content Manager Suite			
Professional Services	72	$ 13,320	$ 0
TOTAL:		**$ 424,605**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS		$ 379,350
Total Tyler Services	$ 424,605	$ 3,500
Summary Total	**$ 424,605**	**$ 382,850**

Detailed Breakdown of Professional Services (Included in Summary Total)

Description		Hours	Extended Price	Maintenance
ERP Pro powered by Incode				

ERP Pro 10 Financial Management Suite			
Accounts Payable History Data Analysis	16	$ 2,960	$ 0
Accounts Payable Data Analysis	8	$ 1,480	$ 0
Accounts Receivable	32	$ 5,920	$ 0
Contracts Management	32	$ 5,920	$ 0
Core Financials	225	$ 41,625	$ 0
Fixed Assets	32	$ 5,920	$ 0
General Ledger History Data Analysis	16	$ 2,960	$ 0
General Ledger Data Analysis	16	$ 2,960	$ 0
Grants Management	20	$ 3,700	$ 0
Project Accounting	32	$ 5,920	$ 0
Purchasing	56	$ 10,360	$ 0
ePurchasing	16	$ 2,960	$ 0
Inventory Control	32	$ 5,920	$ 0
Accounts Receivable Data Analysis	4	$ 740	$ 0
Sub-Total	**537**	**$ 99,345**	**$ 0**
ERP Pro 10 Customer Relationship Management Suite			
Cashiering	40	$ 7,400	$ 0
Sub-Total	**40**	**$ 7,400**	**$ 0**
Tyler One			
Content Manager Suite			
Core	72	$ 13,320	$ 0
Sub-Total	**72**	**$ 13,320**	**$ 0**
TOTAL:	**649**	**$ 120,065**	**$ 0**

Optional Tyler Annual Software – SaaS

Description	Annual
Enterprise Permitting & Licensing	
Enterprise Permitting & Licensing Extensions	
Enterprise Permitting & Licensing Executive Insights Bundle	$ 16,288
TOTAL:	**$ 16,288**
Term # of Years: 3	

Optional Third Party Software & Hardware

Description	Quantity	Unit Price	Extended Price	Annual
Tyler Third Party				
Hardware				
Epson TMH6000V Thermal Receipt Printer White USB NEW	1	$ 1,050	$ 1,050	$ 0
Media Plus Automated Cash Drawer - White	1	$ 250	$ 250	$ 0
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	1	$ 350	$ 350	$ 0
TOTAL:			**$ 1,650**	**$ 0**

Comments

SaaS is considered a term of one year unless otherwise indicated.

Enterprise Permitting & Licensing Terms:

In the event the Client cancels services less than two(2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Delays in completion, reviews, and/or acceptance of any deliverable by the Client will result in an increase in the duration of the project and will require a Change Order for any additional costs associated with the delay, including but not limited to additional hours for project management, deliverable development and review.

Tyler resources will configure and test basic Enterprise Permitting & Licensing functionality including global settings and preliminary user roles.

It is the client's responsibility to provide and maintain the GIS services to be used by the Enterprise Permitting & Licensing applications. Tyler will provide guidelines to be followed for such services.

DCT-DB Conversion - The Client will populate the Data Conversion Template database with their legacy data to be used for the conversion. Tyler will guide and support the Client during this process to ensure success in its population and actual conversion. Once the Data Conversion Template database has been populated by the Client, Tyler will produce the mapping document to provide to the Client to match Legacy Data to new EnerGov fields. The client reviewed and approved mapping document will be used within the standard conversion utility.

Training Policy - The client receives and will be billed for up to 32 hours of direct interaction with Trainers. Note that this time is billed in daily blocks at 8 hours for the day. Totaling 4 days of training time. The client will also be billed for up to 8 hours of setup and prep time. This allows our Trainers to become familiar with individual clients and their needs. While the Training is generic, our Trainers always spend time familiarizing themselves with client environments.

"Tyler Hub is a platform that allows clients to set up individual dashboard to visualize data. Tyler resources will assist to tie the application to Enterprise Permitting & Licensing data and demonstrate how to set up user dashboards. The client will be responsible to set up and maintain user dashboards.

Tyler will be responsible for connecting the Enterprise Permitting & Licensing data source to Tyler Hub. Tyler will provide training to the client to demonstrate how to personalize user views. It is the Client's responsibility to personalize user views. Any additional data source connections to Tyler Hub will incur additional costs."

Core Foundation Bundle includes ReadyForms, Hub, SSRS/Crystal, Dynamic Reports, BMP Templates and Standard IOs. Tyler resources will configure and test basic Enterprise Licensing & Permitting functionality including global settings, and preliminary user roles.

Enterprise Permitting & Licensing powered by EnerGov Advanced Automation Bundle includes Intelligent Objects, Intelligent Automation Agent, Georules and Workflow Designer.

Decision Engine is a web-based application that utilizes yes/no questions to guide citizens through online applications. Tyler will ensure and troubleshoot the connection and provide application configuration training. The client is responsible to design

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of $3,000/100 users to be purchased separately by Client.
iG Workforce - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect iG Apps to the Enterprise Permitting & Licensing powered by EnerGov suite, and support testing. These applications are available on iOS. The client is responsible for ensuring the app(s) are downloaded and kept up to date on client utilized hardware.
Tyler resources will establish connection and verify data exchange between Data & Insights and Enterprise Permitting & Licensing. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at https://www.tylertech.com/terms/socrata-saas-services-terms-of-service. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Accounts Payable History conversion includes unlimited historical records

Accounts Payable conversions include Vendor Master Only - additional fee for historical views.

Cashiering supports credit/debit cards via ETS, includes PCI Compliant, a cash collection interface, a cashiering receipt import)
Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

General Ledger History conversion includes unlimited historical records

General Ledger conversions include Chart of Accounts - additional fee for historical views.

Accounts Receivable conversions include master files (contacts properties)

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:
• License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
• Fees for hardware are invoiced upon delivery.
• Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
• Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
• Fees for services included in this sales quotation shall be invoiced as indicated below.
    o Implementation and other professional services fees shall be invoiced as delivered.

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o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: https://www.tylertech.com/terms/mobileeyes-third-party-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

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- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court

Exhibit D
Schedule 2
DocOrigin Terms

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DocOrigin

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A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.

C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

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In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("**Claims**"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation 's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 Governing Law and Venue if You are not located in the USA. This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA . No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017

Exhibit E
Statement of Work

City of South Fulton, Georgia

SOW from Tyler Technologies, Inc.

5/23/2022

Presented to:
Ms. Karen Slaton-Dixon
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Atlanta, GA 30336

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City of South Fulton (collectively the "Project").

The overall goals of the project are to:

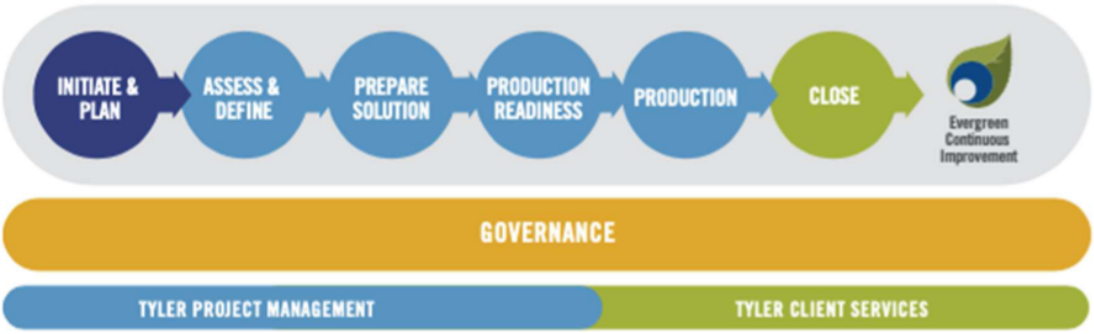
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the City of South Fulton and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City of South Fulton's complexity and organizational needs.

Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City of South Fulton and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City of South Fulton and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City of South Fulton's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model

The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

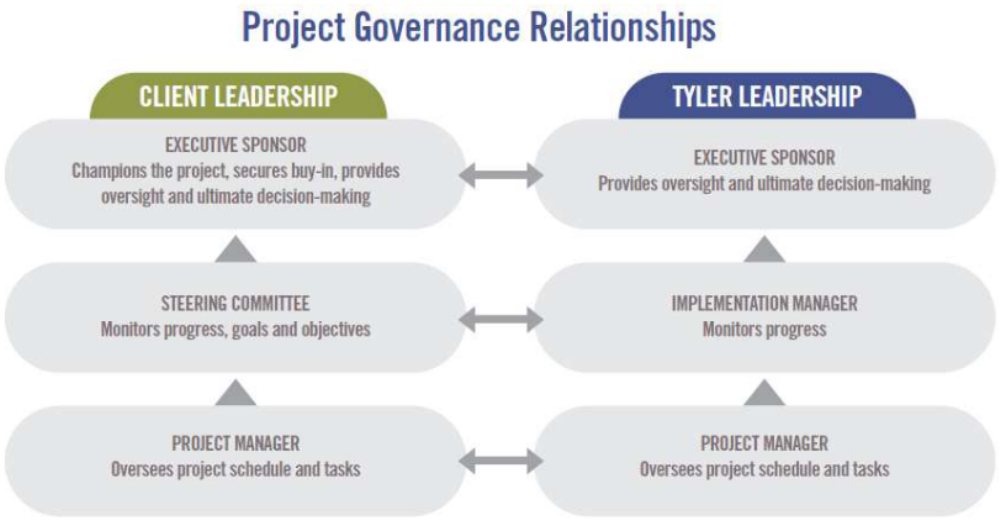
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City of South Fulton collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City of South Fulton Steering Committee become the escalation points to triage responses prior to escalation to the City of South Fulton and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City of South Fulton and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.

A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

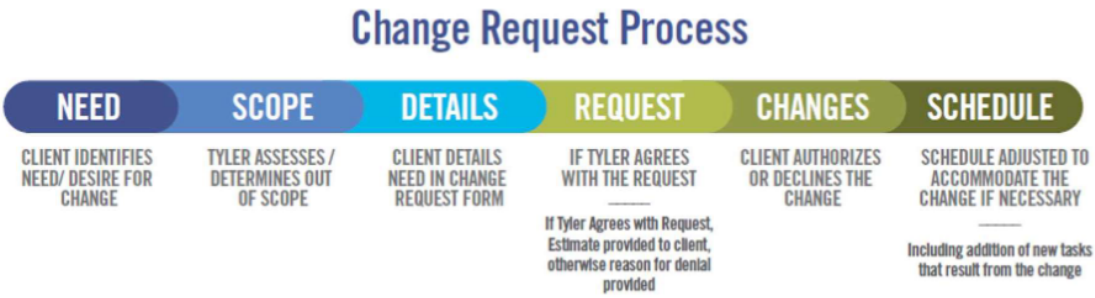
3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City of South Fulton; for example, the City of South Fulton may decide it no

longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City of South Fulton, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City of South Fulton will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City of South Fulton). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City of South Fulton office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City of South Fulton will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City of South Fulton feedback and approval on Project deliverables will be critical to the success of the Project. The City of South Fulton project manager will strive to gain deliverable and decision approvals from all authorized City of South Fulton representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City of South Fulton department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City of South Fulton shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City of South Fulton does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City of South Fulton does not agree the Deliverable or Control Point meets requirements, the City of South Fulton shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of South Fulton shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of South Fulton does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City of South Fulton and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City of South Fulton, but are roles defined within the Project. It is common for individual resources on both the Tyler and City of South Fulton project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City of South Fulton 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City of South Fulton 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City of South Fulton management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City of South Fulton, the Tyler Project Manager provides regular updates to the City of South Fulton Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City of South Fulton project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with the City of South Fulton project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City of South Fulton and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City of South Fulton any items that may impact the outcomes of the Project.
- Collaborates with the City of South Fulton 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City of South Fulton 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City of South Fulton and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City of South Fulton through software validation process following configuration.
- Assists during Go-Live process and provides support until the City of South Fulton transitions to Client Services.
- Facilitates training sessions and discussions with the City of South Fulton and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).

- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the City of South Fulton.
- Loads City of South Fulton provided GIS data into the system.

5.2 City of South Fulton Roles & Responsibilities

City of South Fulton resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City of South Fulton Executive Sponsor

The City of South Fulton executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City of South Fulton steering committee, project manager(s), and functional leads to make critical business decisions for the City of South Fulton.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City of South Fulton Steering Committee

The City of South Fulton steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City of South Fulton project manager and Project through participation in regular internal meetings. The City of South Fulton steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City of South Fulton steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - City of South Fulton Policies
    - Needs of other client projects

5.2.3 City of South Fulton Project Manager

The City of South Fulton shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City of South Fulton Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City of South Fulton project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City of South Fulton project manager(s) are responsible for reporting to the City of South Fulton steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City of South Fulton project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City of South Fulton and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City of South Fulton staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City of South Fulton resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.

- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City of South Fulton technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City of South Fulton Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City of South Fulton project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of City of South Fulton resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 City of South Fulton Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City of South Fulton business processes and requirements.

- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City of South Fulton staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City of South Fulton End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City of South Fulton Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City of South Fulton third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City of South Fulton's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City of South Fulton GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City of South Fulton GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 City of South Fulton Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City of South Fulton's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.

- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City of South Fulton and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City of South Fulton Change Management Lead

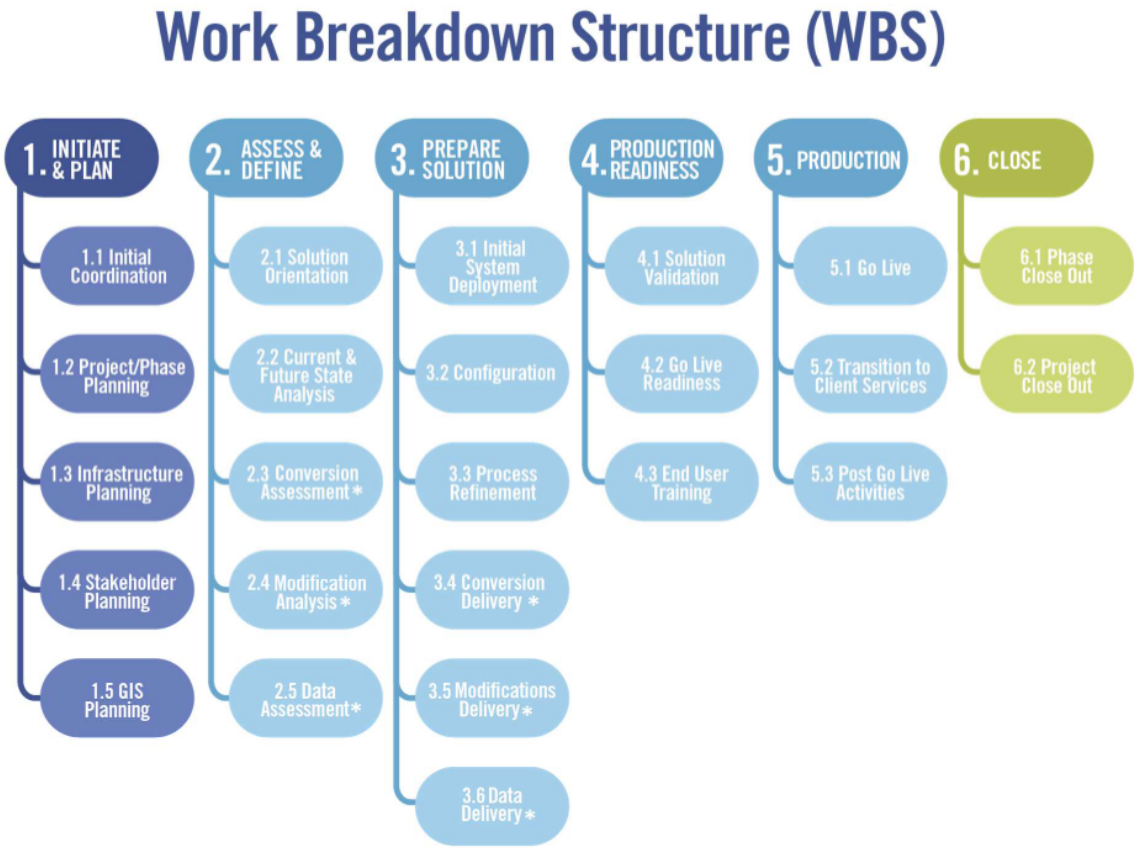
- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the City of South Fulton.



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "Intentionally Left Blank" in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City of South Fulton with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City of South Fulton gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City of South Fulton's team. During this step, Tyler will work with the City of South Fulton to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City of South Fulton project team.

STAGE 1	Initial Coordination																	
	Tyler								City of South Fulton									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City of South Fultonproject team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City of South Fulton		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						

Create Project Portal to store project artifacts and facilitate communication		A	R								I					

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City of South Fulton to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City of South Fulton Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City of South Fulton's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City of South Fulton Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City of South Fulton with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning	
	Tyler	City of South Fulton

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City of South Fulton provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City of South Fulton has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City of South Fulton to install License Software. The City of South Fulton is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City of South Fulton's infrastructure meets Tyler's application requirements.
- Ensure the City of South Fulton's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning

	Tyler								City of South Fulton								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C
*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City of South Fulton Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City of South Fulton team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting	
	Tyler	City of South Fulton

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other City of South Fulton offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all City of South Fulton GIS data sources and formats.
- Tyler to understand the City of South Fulton's GIS needs and practices.
- Ensure the City of South Fulton's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation	
	Tyler	City of South Fulton

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City of South Fulton is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City of South Fulton
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City of South Fulton business processes. This information will be used to identify and define business processes utilized with Tyler software. The City of South Fulton collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City of South Fulton team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City of South Fulton team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City of South Fulton for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City of South Fulton								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City of South Fulton and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work

package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City of South Fulton will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City of South Fulton's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								City of South Fulton								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City of South Fultoncurrent state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City of South Fulton attendees possess sufficient knowledge and authority to make future state decisions.
- The City of South Fulton is responsible for any documentation of current state business processes.
- The City of South Fulton can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment															
	Tyler								City of South Fulton							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City of South Fulton Source data
	City of South Fulton Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City of South Fulton Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City of South Fulton representatives to identify business rules before writing the conversion.
- City of South Fulton subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City of South Fulton against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City of South Fulton can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	City of South Fulton

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City of South Fulton Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City of South Fulton Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City of South Fulton will provide network access for Tyler modules, printers, and Internet access to all applicable City of South Fulton and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City of South Fulton to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City of South Fulton collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the City of South Fulton Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration															
	Tyler								City of South Fulton							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City of South Fulton configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City of South Fulton is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City of South Fulton users on how to execute processes in the system to prepare them for the validation of the software. The City of South Fulton collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City of South Fulton understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																	
	Tyler								City of South Fulton									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City of South Fulton Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City of South Fulton-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	

	Completed City of South Fulton-specific process documentation (completed by City of South Fulton)	

Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City of South Fulton's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City of South Fulton will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City of South Fulton to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.

Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion	
	Tyler	City of South Fulton

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	N/A
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City of South Fulton will provide a single file layout per source system as identified in the investment summary.
- The City of South Fulton subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City of South Fulton project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City of South Fulton team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City of South Fulton to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City of South Fulton verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City of South Fulton organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation	
	Tyler	City of South Fulton

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City of South Fulton updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City of South Fulton will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City of South Fulton has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City of South Fulton will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness

	Tyler								City of South Fulton								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City of South Fulton

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City of South Fulton specific business process documentation. City of South Fulton-led training labs using City of South Fulton specific business process documentation if created by the City of South Fulton can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City of South Fulton is prepared for on-going training and support of the application.

STAGE 4	End User Training															
	Tyler								City of South Fulton							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City of South Fulton-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City of South Fulton signoff that training was delivered

Work package assumptions:

- The City of South Fulton project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City of South Fulton as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City of South Fulton departments.
- The City of South Fulton will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City of South Fulton will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City of South Fulton to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City of South Fulton and Tyler will complete work assigned to prepare for Go-Live.

The City of South Fulton provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City of South Fulton manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City of South Fulton during Go-Live activities. The City of South Fulton transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- City of South Fulton data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City of South Fulton								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R

Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City of South Fulton confirms data is available in production environment

Work package assumptions:

- The City of South Fulton will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City of South Fulton business processes required for Go-Live are fully documented and tested.
- The City of South Fulton Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City of South Fulton Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City of South Fulton teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City of South Fulton onto the Tyler Client Services team, who provides the City of South Fulton with assistance following Go-Live, officially transitioning the City of South Fulton to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City of South Fulton teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City of South Fulton								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City of South Fulton to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	City of South Fulton

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City of South Fulton transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City of South Fulton for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City of South Fulton teams that activities within this phase are complete.

STAGE 6	Phase Close Out															
	Tyler								City of South Fulton							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City of South Fulton
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City of South Fulton may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City of South Fulton teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City of South Fulton								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City of South Fulton and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	City of South Fulton acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City of South Fulton will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City of South Fulton Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City of South Fulton project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City of South Fulton is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City of South Fulton to make process changes.
- The City of South Fulton is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City of South Fulton is responsible for managing Organizational Change. Impacted City of South Fulton resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of

change is ensuring that impacted City of South Fulton resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City of South Fulton resources will participate in scheduled activities as assigned in the Project Schedule.
- The City of South Fulton team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City of South Fulton will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City of South Fulton will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City of South Fulton makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City of South Fulton will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City of South Fulton will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City of South Fulton is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City of South Fulton representatives to identify business rules before writing the conversion. The City of South Fulton must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City of South Fulton will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City of South Fulton Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City of South Fulton is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City of South Fulton will provide dedicated space for Tyler staff to work with City of South Fulton resources for both on-site and remote sessions. If Phases overlap, City of South Fulton will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City of South Fulton will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 ERP Pro Financials Conversion Summary

9.1.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

NOTE: Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The City of South Fulton is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

NOTE: Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The City of South Fulton is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JEs from Excel.

9.1.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTEs
- Unlimited historical transactions as provided by client.

NOTE: 1099 balances and non-1099 balances can be imported into the system using a standard import available to the City of South Fulton from Excel. The City of South Fulton will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

9.2 Data Conversion Process for Enterprise Permitting & Licensing Enterprise Server

9.2.1 Overview

This document is an introduction to the SQL Server EG_Template database and how to populate it.
The Full Conversion is the same process, as the Templated. However, with the Full Conversion option, Tyler is responsible for the data import instead of the client.

9.2.2 Modularized Design

As with the Enterprise Permitting & Licensing software, the EG_Template db is sectioned into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module,

various child tables branch below the master table for the associated module (ex. 'permit_address', 'permit_note', etc.).

Some tables cross multiple modules. The most notable of these involve inspections and payment transactions.

The EG_Template database includes database diagrams, which indicate the tables and their relationships to each module.

9.2.3 Required Fields

In the Enterprise Permitting & Licensing software, some fields are "Required Fields," and the associated columns must be populated for records to be written to the Enterprise Permitting & Licensing db. On occasion, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Dropdown picklist columns restrict the user from entering certain values in the Enterprise Permitting & Licensing db. Conversely, drop-down fields do not have a restriction on values written to the EG_Template db. Therefore, exact spelling or careful matching to the Enterprise Permitting & Licensing configured values is not a requirement for fields intended for Enterprise Permitting & Licensing drop-down fields. Tyler maps the values through a separate table to translate the values to the appropriate Enterprise Permitting & Licensing value during conversion and collaborates with the City of South Fulton to validate the resulting mappings during the development phase of the conversion.

9.2.4 Custom Fields (any fields not available in the master table for the module in question)

Most legacy systems have some attribute fields that are not specified in the corresponding master table within EG_Template. Tyler refers to these as custom fields. Within each module exists a child table for such custom fields. Since these fields are specific to the legacy system(s), the City of South Fulton may add columns to these tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

9.2.5 Gap Handling (where legacy data doesn't fit anywhere within EG_Template)

On occasion, legacy systems contain special features for which Enterprise Permitting & Licensing does not account in the EG_Template db. As a result, the need may arise to develop a modified solution to address special cases.

9.2.6 Contacts

Contacts generally fall into two categories:

1. Those managed with each person/company having one contact record, kept up to date over time. With this model, there is generally no duplication of contact records (except when created by mistake).

2. Contacts where the user enters the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself and there is likely considerable duplication of contacts.

Enterprise Permitting & Licensing stores contacts as in category 1 above. Tyler migrates contacts put into EG_Template without a master 'contact' record link (category 2 above) into custom field memo boxes to avoid duplication of contacts within the Enterprise Permitting & Licensing contact repository. For example, when populating the permit contacts, for contacts in category 1, input the record into the 'permit_contact' table. Input contacts for category 2 into the 'permit_contact_no_key' table.

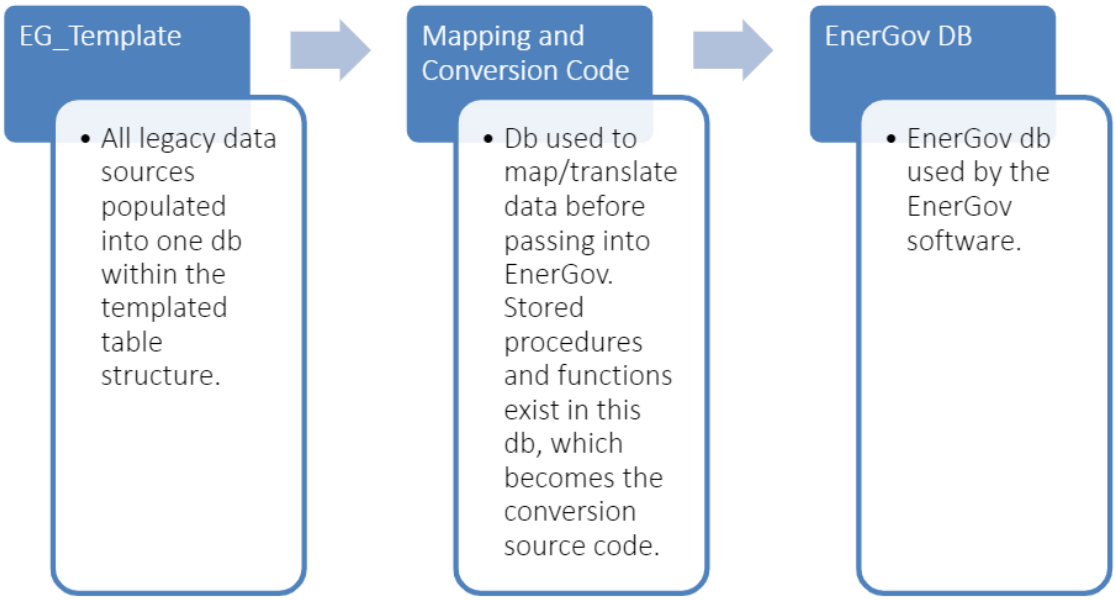
9.2.7 Multiple Legacy Data Sources

When presenting multiple data sources, ensure population of EG_Template for all data sources. At the main table level, an optional column exists for the legacy data source. Tyler provides this column to easily count or research records originating from a particular legacy data source.

9.2.8 Overall Architecture of Conversion

There are 3 SQL Server databases involved in the conversion process.

1. EG_Template (for legacy data)
3. Enterprise Permitting & Licensing (the production Enterprise Permitting & Licensing db)
4. A database containing all conversion processes and mapping tables; maintained by Tyler's data conversion team. This db translates the data from EG_Tempate into the Enterprise Permitting & Licensing db.



9.2.9 Progression of Conversion Development Process

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	Database format will be SQL Server
2	Load legacy data into template database	City of South Fulton	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /City of South Fulton	Dependent on completed Enterprise Permitting & Licensing configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to Enterprise Permitting & Licensing	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor Enterprise Permitting & Licensing configuration changes
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from client. Any special requests would also be added into the conversion scripts at this time.
6	Conversion execution	Tyler	Resulting Enterprise Permitting & Licensing database will be provided to the City of South Fulton team for review
7	Review and either sign-off or request changes	City of South Fulton	City of South Fulton team will review the data and the interaction with it in the Enterprise Permitting & Licensing software. If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until the City of South Fulton signs off on the conversion

9.2.10 Progression of Final Conversion Cutover Process (Go-Live)

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	Client	This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	Resulting Enterprise Permitting & Licensing database will be provided to City of South Fulton team. This will be the production Enterprise Permitting & Licensing db
3	Go-Live	Tyler /Client	Verification of Enterprise Permitting & Licensing db and site functionality - Data Conversion sign-off Move to production phase

9.2.11 Data Import Areas

9.2.11.1 Business Management

- Business entity (Only for Business Licensing)
- License master basic information
- License Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note Parcel and Addresses
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Attachments
- Contractors
- Business Types & NAICS codes
- Payment and Fee History

9.2.11.2 Community Development: Code Cases

- Code Case master basic information
- Code Case Contacts and Properties
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity Active Fees
- Activities and Actions
- Notes
- Holds
- Initialized Workflows
- Attachments

- Violations
    - Fees
    - Payments
    - Notes
- Meetings and Hearings
- Zones
- Requests
- Payment and Fee history

9.2.11.3 Community Development: Permits

- Permit master basic information
- Permit Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Sub-Permit Associations – Visible in workflow and attached records section
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Zones
- Holds
- Renewals
- Initialized Workflows
- Attachments
- Contractors
- Projects
- Payment and Fee History

9.2.11.4 Community Development: Plans

- Plan master basic information
- Plan Contacts
- Contacts – Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or a standard note
- Parcels and Addresses
- Reviews and Approvals – Converted to Activity
- Inspections and Inspection Cases
- Fees
- Meetings and Hearings
- Bonds and Escrow
- Activities and Actions
- Conditions

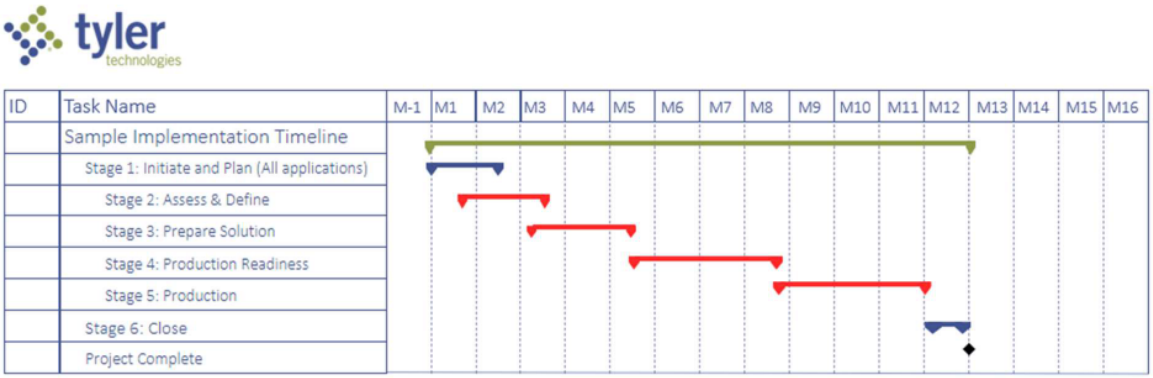
- Notes
- Zones
- Holds
- Initialized Workflows
- Attachments
- Projects
- Payment and Fee history

10. Additional Appendices

10.1 Intentionally left blank.

11. Project Timeline

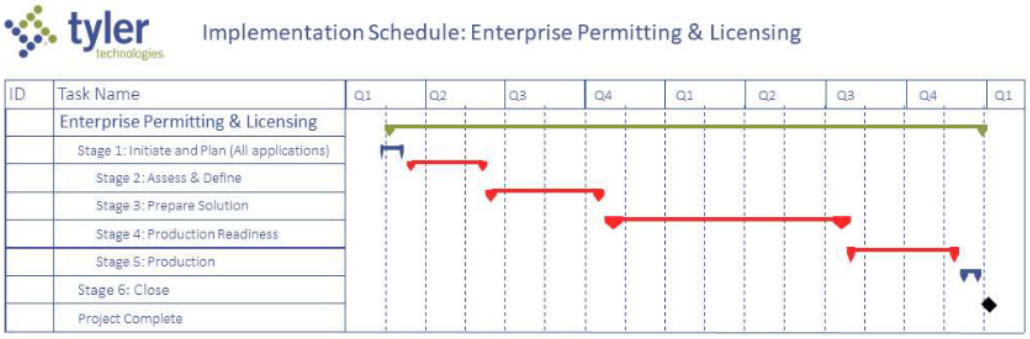
11.1 ERP Pro Financial Management Timeline



example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

11.2 Enterprise Permitting & Licensing Timeline



example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

11.3 Intentionally left blank.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	5:25 p.m. Request Council Approval to renew agreement for the open records request software with Granicus-GovQA. The renewal amount is $29,000 and is budgeted in the FY22 Information Technology budget.
DATE:	August 23, 2022
SUBJECT:	5:25 p.m. Request Council Approval to renew agreement for the open records request software with Granicus-GovQA. The renewal amount is $29,000 and is budgeted in the FY22 Information Technology budget.
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
GovQA	Cover Memo	8/20/2022

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 23, 2022	Renardo Paschal

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
City Clerk	City at Large

REQUESTED ACTION

Open Record Request Software Renewal - City Clerk

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

Approval to renew agreement for the open records request software

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

This is a renewal of our open records platform. Over the past year, we have added additional services to better manage requests and improve efficiency.

FUNDING SOURCE

(If applicable)
Information Technology Software Line

FINANCIAL IMPACT

(If applicable)
The renewal amount is $29,000 and is budgeted in the FY22 budget.

STATUS

Financial Impact Statement Received: Yes
Legislative Process Complete: No

APPROVED BY

_____ Date:
Renardo Paschal , Deputy City Clerk

Date:

Corey Adams, City Clerk

Date:

Karin Smoot, Special Projects Manager

Date:

Tammi Saddler Jones, City Manager

408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

Amendment
Prepared for
South Fulton, GA

First Amendment to the Granicus Service Agreement between Granicus, LLC and South Fulton, GA

This First Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and South Fulton, GA (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and entered into an Agreement effective 08/01/2019 (the "Agreement"); and

WHEREAS, Granicus desires to accept and assume all of 's rights, duties, benefits, and obligations under the Agreement; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. The parties acknowledge and agree that Granicus will assume all the rights and obligations of under the Agreement, and all references to in the Agreement are hereafter "Granicus".
2. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
3. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any inconsistency between the provisions of this First Amendment and the documents comprising the Agreement, the provisions of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

South Fulton, GA	Granicus
Signature:	**Signature:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

Exhibit A

ORDER DETAILS

Prepared By:	Lucy Fowler-Tutt
Phone:	
Email:	lucy.fowler-tutt@granicus.com
Order #:	Q-214271
Prepared On:	07/15/2022
Expires On:	07/31/2022

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	07/31/2022
Initial Order Term End Date:	07/31/2023
Period of Performance:	08/01/2022 - 07/31/2023

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

- *Once purchased data storage has been exceeded, data storage is billed in increments of 1TB over the purchased data storage amounts above and will be assessed an additional annual fee of $1,200.00 and billed in arrears. Storage is reviewed annually and is adjusted at the next annual renewal. Throughout the term of the contract South Fulton, GA is able to contact Granicus for a report on how much storage has been used.*

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Attachment Search w/OCR	Annual	1 Each	$4,694.75
FOIA Module Non Enterprise	Annual	1 Each	$13,034.53
Fortress Hosting	Annual	1 Each	$4,230.55
Hosted Data Storage (500 GB)	Annual	500 Each	$0.00
Invoicing Module	Annual	1 Each	$2,347.38
Redaction License (per named user)	Annual	2 Each	$696.30
Redaction License (per named user)	Annual	2 Each	$664.66
PST Email Extractor	Annual	1 Each	$1,582.50
		SUBTOTAL:	**$27,250.67**

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	5:35 p.m. Request Council Approval to enter into an agreement with Streetview to provide data and access to paving management. The cost is $57,000 funded through Information Technology budget.
DATE:	August 23, 2022
SUBJECT:	5:35 p.m. Request Council Approval to enter into an agreement with Streetview to provide data and access to paving management. The cost is $57,000 funded through Information Technology budget.
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Paving	Cover Memo	8/20/2022

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 23, 2022	Antonio Valenzuela

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Information Technology	All districts

REQUESTED ACTION

Paving Management (Public Works)

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

Approval to enter into an agreement with Streetview to provide data and access to paving management

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

The department is requesting approval to utilize First Step Pavement Management to provide an inventory and assessment of the roadways maintained by the City. First Step will collect data and rate for approximately 600 miles to include 360-degree video on primary road conditions. First Step will also create a dynamic roadway condition map, allowing the department to determine the best approach from repairs to reconstruction.

FUNDING SOURCE

(If applicable)
Information Technology Software Line

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: Yes
Legislative Process Complete: No

APPROVED BY

Date:

Antonio Valenzuela, Director

Date:

Vincent Hyman, City Attorney

Date:

Karen Slaton-Dixon, Director

Date:

Tammi Saddler Jones, City Manager

Date:

Corey Adams, City Clerk

Professional Services Fee Proposal
May 23, 2022

South Fulton Public Works
5440 Fulton Industrial Boulevard
South Fulton, GA 30336
(470) 809-7700

Re South Fulton, Georgia
Pavement Condition Assessment
Enhanced Patrol (360-Degree Video)

The University of Arkansas' Technology Transfer Program, Ergon Asphalts and Emulsions, Inc., and DataStream is pleased to work with the City of South Fulton, Georgia to initiate First Step Pavement Management.
First Step Pavement Management is designed to incorporate all roadways maintained by South Fulton and address the following immediate goals:

- Utilize the current inventory of roadways under the authority of the City
- Perform a video patrol and condition assessment of all hard-surface roadways

Additional Goals may include:

- Review the County's current practices and techniques
- Extend the functional life of roadways maintained by the City

PROJECT SCOPE OF WORK

1.0 Pavement Management – Inventory

Pavement Inventory

- Create an inventory and associated map of all maintained roadways
- Receive known roadway information (construction history, work history, maintenance cost history, etc.)

2.0 Pavement Management – Inventory Condition Assessment / Distress Patrol

2.1 Pavement Condition Assessment (Network-Level)

- Roadway pavements patrolled by trained inspectors using geolocated video cameras (1080p; 30fps)
- Visual, non-destructive assessment of facility pavements
- Pavement health is illustrated as:

➢ EXCELLENT

- A pavement in condition EXCELLENT is in perfect condition
- No corrective maintenance or preventive maintenance is recommended

➢ GOOD

- Preventive maintenance may be recommended
- Corrective maintenance is typically not recommended
- Pavement distress is limited to oxidation, weathering and minor climate related damage
- Structural distress (if present) is both localized and low density (<5%)

➢ FAIR

- Preventive maintenance may be recommended
- Corrective maintenance may be recommended
- A variety of pavement distresses may be present
- Structural distress may be localized as well as global
- Global Structural damage is low severity / low density

➢ CRITICAL

- A pavement in condition CRITICAL is likely to be LOST (and require reconstruction) within 2 years
- A variety of pavement distresses may be present
- Surface and Structural distresses are typically global in nature
- A combination of corrective and preventive maintenance may be recommended

➢ LOST

- A LOST pavement requires major M&R (Maintenance and Repair/Reconstruction)
- Shallow, Deep, and/or Full-Depth Reconstruction may be recommended

2.2 Pavement Distress Assessment (Network Level Assessment)

Observed pavement attributes and distress are illustrated as follows:

-

- Surface Distress – Low Density

- Surface Distress – Medium to High Density
  - Climate (non-structural) related distress including:
    Surface Cracking, Longitudinal and Transverse Cracking, Block Cracking, Edge Cracking
    Severe Weathering, Raveling, Bleeding, Scaling (PCC), Durability Cracking (PCC)

- - Structural Distress and - Mass Structural Distress
  - Evidence of structural/durability distress present
  - Depth of structural damage (shallow, deep) is not indicated
  - Distresses include Alligator Cracking, Rutting (High Severity), Depression (High Severity), Utility Cuts

-

- Pothole 01 and

- Pothole 02
  - Observed Pothole 01 is of higher importance than observed Pothole 02
  - Pothole 01 is a Major Pothole and is typically structural in nature
  - Pothole 02 is a minor pothole and may consist of edge conditions / small popouts

- - Drainage / Water Issue
  - Observed drainage issues present on the pavement surface – may be a variety of causes

2.3 Reporting – Dynamic Roadway Condition Map

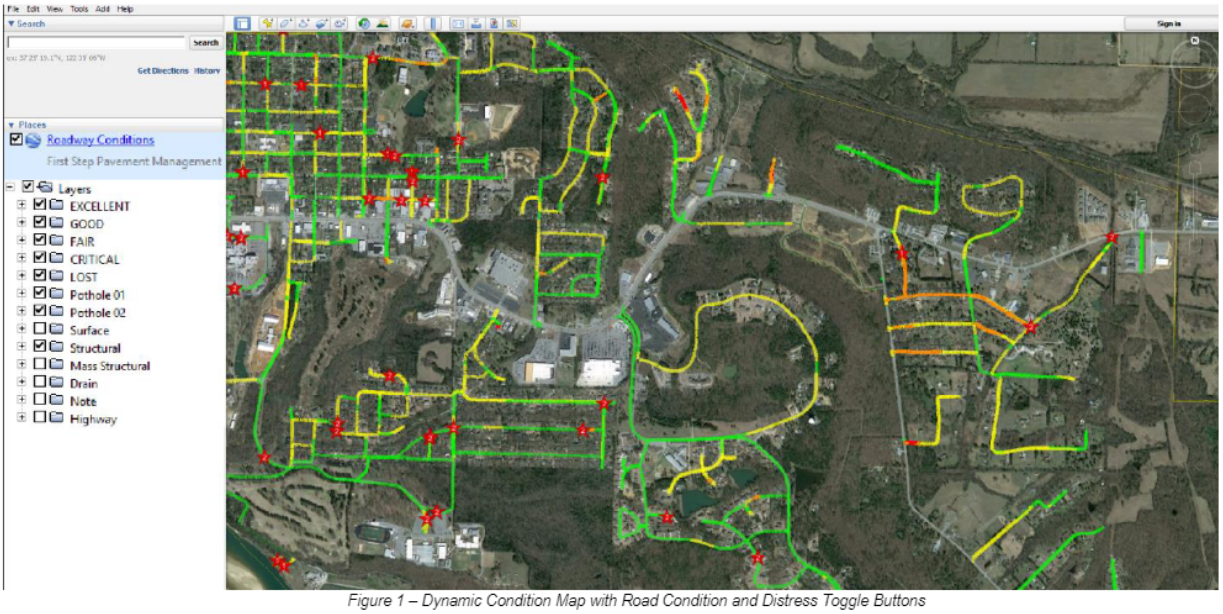


Figure 1 – Dynamic Condition Map with Road Condition and Distress Toggle Buttons

2.4 Geolocated Video, Road Book, Project Planner

Figure 2 - Condition Map with Video (1080p / 30fps)

West Holland 2021CONDITION, & PROJECT WORKBOOK

	NTORY					Lineal Feet Per Condition Category						
ID	Full Street Name	Length (ft)	Width (ft)	Area (sq yd)	Lanes	Priority	EXCELLENT	GOOD	FAIR	CRITICAL	LOST	PCI	Priority Project
336	NE 11TH ST	2,967	22	7,253	2			1,514	112	1,135	346	69.0	Yes
532	SE 8TH ST	9,061	22	22,149	2			2,439	6,050	1,017		74.7	Yes
800	PEACH ORCHARD RD	4,249	22	10,386	2		637	1,117	2,921	828		76.2	
389	WATER TOWER RD	4,293	22	10,493	2			1,895	1,561	821	129	74.8	Yes
526	VAUGHN RD	3,740	22	9,143	2			42	2,927	763	1	69.6	Yes
675	WINDSONG CIR	914	22	2,235	2				175	675	67	58.0	Yes
154	N WATER TOWER RD	2,448	22	5,985	2			131	872	607	911	52.5	Yes
458	NE WILDCAT WAY	2,073	22	5,067	2			1,097	310	417	183	73.2	Yes
218	SW DUKE AVE	1,311	22	3,204	2			190	758	415		70.0	Yes
19	WINDSONG LN	461	22	1,127	2				67	404		59.6	Yes
827	JEFFERSON ST	1,350	22	3,299	2			778	281	373		76.7	
273	SW MAIDSTONE AVE	826	22	2,020	2				313	361	80	60.3	Yes
73	TOWN VU RD	5,118	22	12,510	2		971	1,030	2,835	348	97	78.2	
235	E BATTLEFIELD BLVD	4,823	22	11,791	2		143	3,790	448	330	127	82.7	

Figure 3 - Workbook and Project Planner

3.0 Compensation

	2022 Pavement Condition Assessment	Method	Fee
1.0	Hard Surfaced Roadway Evaluation	Lump Sum	$57,000.00
		Total	**$57,000.00**

* Based on A Roadway Network of approximately 600 centerline miles.

4.0 Additional Services

Services requested by the Owner falling outside the Scope of Basic Services described above shall be considered Additional Services. Additional Service requests will be completed at our standard hourly rates effective at the time of contract execution plus reimbursable expenses or on a fixed fee basis where a substantial scope of work can be clearly defined.Custom Patrols / User-Defined Patrols

- Enhanced Site Assessments, Patrols and Reports
  - Unpaved Roadways
  - Pavement Striping
  - Drainage / Ditch Patrol
  - Sidewalk Inventory and Patrol
  - Full StreetView 360-Degree Patrol
  - Night Patrol
  - Perimeter Fences and Exterior Drives
  - Building / Facility Patrol
  - Private Roadways / Parking Lots / Boat Ramps
  - Building Interior / Product Patrol

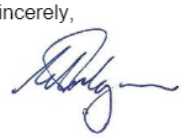
5.0 Method of Payment

Method of payment is anticipated to be a single, lump sum invoice once the client has received and approved of the patrol data. Payment options includes monthly invoicing depending upon the County's preference.

We appreciate the opportunity to be of service in the development of your pavement management plan.

Please indicate your acceptance of the terms, scope of work and fee by signing and returning a copy to our office. A facsimile signature is sufficient to indicate your understanding of the proposed agreement. If you have any questions or concerns, please do not hesitate to call. This proposal is valid for 120 days from receipt. Additionally, the proposal may become null and void 12 months from the date of acceptance by the client, if the work has not been authorized to begin within that time.

Sincerely,



Michael G. Morgan
Senior Project Manager

Agreed to and accepted this date:	Agreed to and accepted this date:
_____	_____
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title / Authorizing Agent	Title / Authorizing Agent

Statement of Proprietary Technology
May 19, 2022

South Fulton Public Works
5440 Fulton Industrial Boulevard
South Fulton, GA 30336
(470) 809-7700

Re FirstStep Pavement Management
Statement of Proprietary Technology

Allow this letter to certify that the methods of bulk data collection and presentation utilized by the FirstStep Pavement Management technique is a proprietary technology and protected currently as both a Registered Trademark and Proprietary Patent by the United States Patent and Trademark Office. Unauthorized use in any form is a violation of the American Inventors Protection Act of 1999.

Sincerely,

Michael G. Morgan
Owner

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	5:40 p.m. ?Request Council Approval to procure and implement professional services for cyber security services and quarterly review from Patriot Consulting. There is no financial impact, funding is available in FY22 Budget in the amount of $57,000.
DATE:	August 23, 2022
SUBJECT:	5:40 p.m. ?Request Council Approval to procure and implement professional services for cyber security services and quarterly review from Patriot Consulting. There is no financial impact, funding is available in FY22 Budget in the amount of $57,000.
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Cyber	Cover Memo	8/20/2022

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 23, 2022	Namarr Strickland

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Information Technology	City at Large

REQUESTED ACTION

Cyber Security Services and Quarterly Health Checks

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

Approval to procure and implement professional services for cyber security services and quarterly review

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

This service provides a supplement to the information technology team that will assist with monitoring, management and quarterly health checks to ensure we are keeping up with best practice of our core operational solutions.

FUNDING SOURCE

(If applicable)
Information Technology Software Line

FINANCIAL IMPACT

(If applicable)
There is no financial impact, funding is available in FY22 budget

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date:

Karen Slaton-Dixon, Director

Date:

Vincent Hyman, City Attorney

Date:

Tammi Saddler Jones, City Manager

Date:

Corey Adams, City Clerk

July 25, 2022

GEORGIA

SecureShield 365 Order Form

	Silver	Gold
Select An Offer	☐	☒
Hardening of over 800 Microsoft 365 settings	Initial hardening + monthly updates + quarterly audit	+ quarterly hardening + 1 incident response
Security Health Checks	Optional*	Quarterly
Intune services	Optional*	Intune Management (level 3)
Level 3 support for Microsoft 365	Optional*	Up to 20 hours per year
Microsoft Security Deployments: Defender for Identity Defender for Endpoint Defender for Cloud Apps Defender for Office 365		(Included)
Total	**$21,588 (annual)**	**$57,468 (annual)**

* Optional services may be added to any Silver Plan.

Terms of Service:

- For detailed terms of service, see SecureShield365 Terms of Service (1-17-2022) (separate attachment). The Terms of Service includes all possible configuration choices, however, the selections made in this pricing sheet take precedence.
- Service Duration is 12 Months (20% discount is available for 3-year agreement)
- Support hours, if included, will expire at the end of 12 months unless agreement is renewed. Additional hours can be purchased at any time for $3,000 per block of 20 hours.
- Support Hours can be used for Intune or M365 Defender Product Support (See service catalog, separate attachment)
- Patriot's services are invoiced annually beginning on contract execution.
- Service end date is 12 months from the contract execution date.
- At the end of 12 Months or agreed upon duration, the contract will continue month to month for $2,399 per month unless cancelation is provided in writing 30 days prior to contract expiration.
- No partial Service Duration refunds or credits.
- Payment Terms Net 30. Overdue payment subject to a 2.5% late fee.
- This quote for services is valid for 30 days.

Start Date

Patriot will begin this agreement on a mutually agreeable start date. For planning purposes, Patriot recommends a two-week lead time between receipt of a signed contract and when Patriot is prepared to begin work.

City of South Fulton, GA preferred start date: September 1, 2022

Project main contact/lead name: Namarr Strickland

Project main contact/lead email: namarr.strickland@cityofsouthfultonga.gov

Project main contact/lead phone: 470-809-7718/404-731-0194

Invoice main contact/lead email: Latanya Miles/itbm@cityofsouthfultonga.gov

PO# (N/A if not required): Pending Approval

Acceptance

If the terms of this engagement are acceptable to City of South Fulton, GA, please sign below and email this document to orders@patriotconsultingtech.com.

	Tammi Saddler Jones City Manager	
City of South Fulton, GA	Name/Title	Date

Patriot Consulting	Name/Title	Date

SecureShield365

TERMS OF SERVICE

SERVICES AGREEMENT TERMS AS OF JANUARY 17, 2022

NOTE: THIS TERMS OF SERVICE INCLUDES ALL POSSIBLE CONFIGURATION OPTIONS – SEE EXECUTED PRICING SHEET FOR ACTUAL SELECTIONS IN SCOPE.

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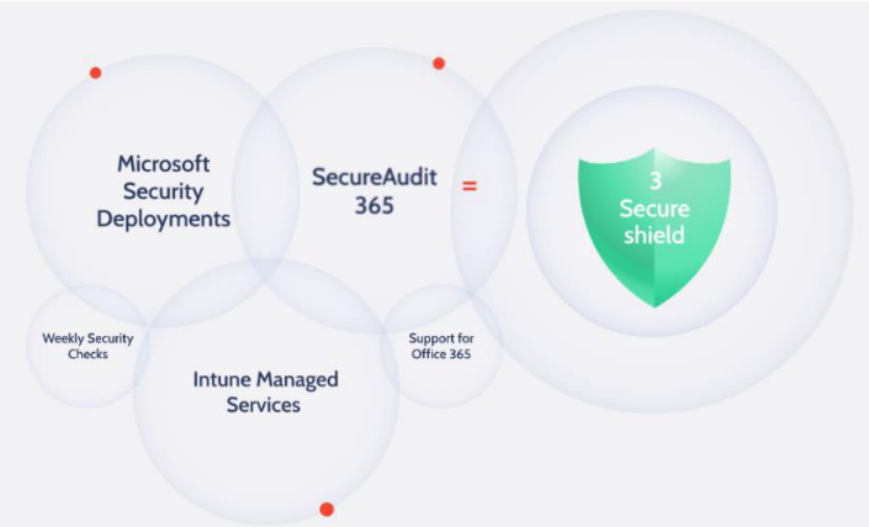
Introducing SecureShield365 by Patriot Consulting

SecureShield365 is managed service for Microsoft 365 customers. Imagine hiring an employee who has deployed Microsoft 365 over 300 times. That would be an expensive expert right? SecureShield365 provides this experience for half the cost of a full-time employee.



- **Intune Managed Services (GOLD)**
  Patriot will provide ongoing support of the existing Intune Deployment (see Service Catalog in Appendix A for details) This includes Compliance, Configuration, and Azure AD Conditional Access Policies.
- **SecureAudit 365**, a managed audit and configuration service to discover and harden configuration in Microsoft 365. This service includes configuration assistance to implement our security recommendations while offering insight these changes may have on end-user productivity. In addition, you will receive a monthly update of significant configuration changes that could impact end-user security or productivity.
- **Quarterly Security Health Checks,** performed by a Microsoft Certified Security Expert. Patriot will provide a deliverable each quarter containing any incidents that require attention or action. See Appendix C for more information.
- **Level 3 Support for Office 365,** delivered by Microsoft Office 365 Certified Experts. Patriot will provide a helpdesk ticketing solution to track requests to completion. Intune and M365 support are shared hours in the Level 3 support for M365 line item in the pricing sheet.
  See Appendix B for more information on in scope supported services.
- **Microsoft 365 Defender Deployments,** Patriot will deploy any of the M365 Defender services at any time clients decides and is licensed for it. This includes Microsoft Defender for Office, Defender for Endpoint, Defender for Identity, and Microsoft Cloud App Security.

Intune Managed Services

The key to a successful Intune design and deployment is to define the intended use and required features of the solution clearly. Gathering the business and technical requirements of the solution and applying Patriot' Intune Managed Services design standards, Client has identified the following business goals as part of this project:

- Utilize Patriot to design, plan and deploy Microsoft Intune Managed Services to increase operational efficiency and protect corporate data
- Stay current with the Intune service with a trusted Microsoft Partner

Intune Service Catalog

The Patriot Intune Service provides baseline configuration for features by platform and general:

See Appendix "A" Service Catalog and Appendix "B" Microsoft 365 Support Catalog

Intune Technical Objectives

Patriot has identified the following as technical objectives and makes assumptions for this Service Agreement (SA):

- Optimize or Support Intune configuration, compliance, application offerings and conditional access baselines for client supported platforms (Windows 10, iOS/iPadOS, Mac OS, Android) (For Gold and Platinum Plans) (See Appendix "A" Intune Support Catalog)

- Implement Intune configuration, compliance, application offerings and conditional access baselines for client supported platforms (Windows 10, iOS/iPadOS, Mac OS, Android) (See Appendix "D" Intune Deployment Scope (Platinum Plan)

Intune Detailed On-Boarding Scope

Patriot will be responsible for the following tasks associated with this project (for Gold and Platinum Plans)

On-Boarding Management

- Facilitate Kickoff Meeting and Status Meetings
- Conduct Issues and Risk Management
- Provide Agenda and Meeting Notes
- Track Client and Patriot Deliverables
- Schedule Patriot engineering and support resources via ticket management system
- See Appendix D for Deployment Scope (For Platinum Service Plans)
- Create a SharePoint Team Collaboration site that will contain:
    - Real Time Document Repository
    - Real Time Active Project Schedule
    - Real Time Active Meeting Notes and Status Updates
    - Deliverables

Intune Support

- Intune Professional Services for the supported configurations (see Pricing table for number of hours)
    - Hours can be used to configure and test new configurations/policies
    - General support for supported device & related security configurations
    - Change Request log for all updates
    - Tier 1 and 2 support is excluded from this Service Agreement
        - Client helpdesk will make effort and escalate, as needed, to an internal subject matter expert who will act at the point of contact for Patriot. If this person is unable to resolve the issue, then the point of contact can escalate to Patriot (Tier 3). The engineer that responds from Patriot will be a Tier 3 skilled engineer.
    - Tier 3 Support (next business day SLA). All Tier 3 support requests should be submitted in the Patriot provided ticketing system. Upon the executed agreement, the ticketing system will be introduced to the client and access will be granted.
    - Intune configurations or features that require additional planning, design, and testing will require a Change Request
        - These will require a high level of involvement of client technical staff and are client defined milestones/deadlines.
        - Patriot will be responsible for informing Client of this prior to completing any related work.

        - A change request and cost of effort would be developed and presented to the client for agreement.
        - A Patriot Project Management Resource and Architect will be assigned to that scope of work with an agreed change request.
    - Professional Services cannot be used for production rollouts in this agreement, unless purchased as part of the Platinum or an Add-On Package.
        - Professional Services will provide guidance and support for tested features, configuration, and policies
- Quarterly Roadmap Updates
    - New features/Settings
    - As Built documentation can be provided quarterly upon written request

Intune Assumptions

The following assumptions were made in the creation of this Service Agreement. Should any of these assumptions prove to be incorrect, Patriot reserves the right to modify the scope or schedule of work as defined in this Service Agreement.

- Client will provide Patriot administrative access to the existing Intune tenant to provide support and perform the deployment, as required
- Anything not specifically listed in the Scope section is considered out of scope.
- Client will be responsible for Intune Enrollment beyond the Pilot Group (limited to 10 endpoints of each supported platform)
- Client will provide Patriot with authorization to contact application vendor directly when Patriot is tasked with doing application deployment.
- The requirements, design goals, and other information provided by the Client to Patriot is accurate and complete and forms the foundation upon which this SA is based.
- The SA start and completion dates are to be determined upon receipt of Purchase Order and signed acceptance of this SA.
- All work not listed in the service catalog will be performed on a best effort.
- Work will be done independently but in close coordination and communication with the Client. Unless otherwise agreed upon in writing, work will not be done via shared screen sessions such as Teams, as it will materially impact the level of effort quoted.
- This Service Agreement assumes that the existing environment meets all Intune prerequisites. Any work required to meet these defined prerequisites is not included in this Service Agreement.
- The Intune service agreement will only cover supported operating systems and browsers
- The client's network environment is capable of meeting the Intune network configuration requirements
- Unless specified otherwise in this Service Agreement or agreed to in writing by the parties, services shall be performed during Normal Business Hours. Client may be responsible for any additional labor costs associated with Services performed outside Normal Business Hours, which are above and beyond the scope of this Service Agreement
- Should issues occur that cannot be resolved by Patriot with due care and diligence, a support ticket may need to be opened with Microsoft. Patriot will open and work the ticket; however, the client must have a valid support contract for Patriot to use. If no support contract exists, then Patriot will pay for the support ticket out of pocket and charge the client for the actual cost.
- Patriot will be provided timely access to various resources necessary to complete the project including documentation, systems, accounts, applications, code, personnel, and other artifacts that are directly related to the Service Agreement.
- Microsoft Azure, Intune and Office 365 are Microsoft services and Client will secure all subscriptions with Microsoft. Patriot is providing consulting services and this Agreement does not cover the cost of subscriptions or any other software licensing unless expressly defined in the project cost.

- General uptime, availability and guaranteed functionality for these services is controlled by Microsoft and Patriot cannot be held responsible for any service outages or impaired functionality experienced by the Client on the Microsoft hosted platform.
- The project scope does not include efforts to remediate GPOs that may conflict with Intune policies.
- The Testing & Validation phases will be capped at 30 days per phase to ensure that the on-boarding can be completed in a timely manner. The Client will have up to 30 days per phase to pilot the solution, request support and report errors or issues for remediation. The time period for resolution of errors or issues may extend beyond the 30-day window Patriot will provide assistance until those errors are resolved within the confines of what Microsoft and the Intune product will support; however, the Client will perform all required testing and report all errors or issues within that 30-day window.
- The cancellation of 2 or more scheduled working sessions, by the client, with less than 24-hour notice, will result in a $500 cancellation fee per occurrence beginning with the 3rd cancellation
- All meetings will be remote and scheduled in advance. This consulting engagement does not include on-call or emergency support services
- Client has an existing Microsoft 365 Tenant with Domain Names registered in tenant
- End-user training and communications are not included in this Service Agreement
- Troubleshooting pre-existing issues relating to underlying systems such as networking, hardware, and storage are not included in scope
- Patriot will not be held responsible or liable for security breaches that occur. This includes, but is not limited to, application vulnerabilities, malicious activity, or attacks on client network.
- Devices participating in the pilot will need to enroll with Intune
- Remote wipe will only be used on test devices with no data, user devices will not be tested for remote wipe. Patriot is not responsible for lost data due to remote wipe functionally being tested on pilot devices
- Intune automatic enrollment requires an Active Directory premium subscription
- The SA scope does not include efforts to create new packages to remove pre-existing software from devices
- Client will assign Patriot Consulting Technology Group LLC as Claiming Partner of Record for a period of one year for the workload(s) covered in this statement of work

SecureAudit 365

More than 225 million people are now using the Microsoft 365 platform, making it an attractive target for cyber criminals. A single compromise can result in cyber criminals gaining access to your organization's most critical data. In some cases, we have seen ransomware lead to disruptive work stoppages, costing over $1 million per day in lost revenue.

Through years of research, Patriot has painstakingly assembled an inventory of over 600 configuration settings in Microsoft 365, along with the impact caused when changing these settings. Most customers are unaware that the default settings are weak and put them at risk of cyber-attack. Microsoft's own Secure Score service measures only 100 of the possible 600+ settings, and records that the global average score is just 37.

Some of our most diligent customers have attempted to harden the tenants on their own, but even their best attempts of using Secure Score will only result in 100 of the 600+ settings being analyzed, and they are also unaware of the potential negative impact any one of the settings may have on end-user experience.

What is Secure Audit 365?

To help Company Name harden its Microsoft 365 configuration against cyber-attack, Patriot Consulting Technology Group ("Patriot") offers ***SecureAudit 365***, a managed audit and configuration service to discover and harden configuration in Microsoft 365. This service includes configuration assistance to implement our security recommendations while offering insight these changes may have on end-user productivity. In addition, you will receive a monthly update of significant configuration changes that could impact end-user security or productivity.

How does it work?

Your Microsoft 365 settings will be compared against our exclusive database of recommended settings, with a custom implementation plan to achieve optimal results. We will schedule a configuration review with your internal teams where we educate them on the possible impact to end-user productivity. Finally, we schedule a maintenance window for our team to work alongside your team to implement the recommendations in a friendly knowledge sharing session through screen sharing.

What if my configuration changes?

Change happens. Your own internal administrators may make authorized or unauthorized changes over time. Microsoft adds 120 new settings on average every year. Because any of these configuration changes could impact user productivity or weaken security posture, Patriot will audit once per quarter and provide an updated governance document of any new or changed settings. And since you will receive a monthly report of any significant change, saving you an estimated 8 to 12 hours of research every month.

SA365 Scope of Work

Within the Microsoft 365 tenant and depending on your license there are over 600 settings that can affect Company Name's security posture. As part of the SecureAudit 365 service Patriot captures and documents all the settings that are relevant within your M365 tenant for all features available to your end users. This Governance document will include detailed recommendations to improve your Microsoft 365 tenant's security posture.

This engagement provides Company Name with insight and recommendation for their Microsoft 365 tenant and settings, including:

- An Executive Summary of key findings and recommendations
- A Governance Document providing a single trusted source of M365 settings.
  This is a Microsoft Excel document with the default value of every setting in Microsoft 365 compared to your current setting, and Patriot's recommendation for each setting.
- Following the presentation of the Executive Summary, Patriot will provide up to 6 hours per quarter of configuration assistance to implement the recommendations.
- Each Client is entitled to one Microsoft 365 Incident Response for up to 1 account per year as part of this contract. Please note Appendix A for details and limitations.

SA365 Monthly Feature & Security Update

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On average Microsoft makes 75 to 125 announcements every month, and 120 new settings are added to Office 365 every year. Patriot provides a monthly report including our analysis of major announcements and changes. This is designed to help you avoid disruptive changes and help you take advantage of new features or settings that may improve user experience.

Patriot offers an interactive webinar to explain the changes and updates announced by Microsoft. Attendees can submit questions to tap into Patriot's expertise. Notifications will continue for the Service Duration outlined in the pricing section.

SA365 Quarterly Audit Update

Each quarter (every 90 days) Patriot will update the initial Audit Report to include any new settings that Patriot has found added to your tenant by Microsoft. Annually, Patriot will perform a full Audit of all settings, both new and existing.

SA365 Deliverables

Deliverable Name	Description
Executive Summary of Key Findings & Recommendations	A detailed report of recommendations designed to improve the security of Company Name's Microsoft 365 tenant, users and data
Governance/Settings Matrix	A matrix detailing all the relevant settings within Company Name's Microsoft 365 tenant comparing default, current, and recommended settings (relevant settings are based on the M365 license(s) owned)
Configuration Assistance	Each quarter Patriot will provide up to 6 hours per quarter of configuration assistance, guidance or coaching related to the findings and recommendations report or the monthly Cloud Advisory report for the life of this contract.
Monthly feature & security updates	A "Cloud Advisory Report" summarizing new security and productivity features in Microsoft 365 each month and our recommendation on how to take advantage of them.
Quarterly Audit Update	Each quarter (every 90 days) Patriot will update the initial Audit Report to include any new settings that Patriot has found added to your tenant by Microsoft. Annually, Patriot will perform a full Audit of all settings, both new and existing.
Incident Response	Each Client is entitled to one Microsoft 365 Incident Response for up to 1 account per year as part of this contract. ***Please note Appendix E for details and limitations.***

SA365 Assumptions

This proposal assumes the following:

- This governance and hardening audit is limited to Microsoft 365 tenant settings and excludes Windows 10 Desktop security settings and on-premises Advanced Threat Analytics settings.
- Governance meeting is a remote meeting initiated and scheduled by Patriot and Client.
- Monthly feature & security updates report is a report emailed to Client on a monthly basis. Client to provide a list of individuals who will receive the report. Patriot will review the report via a live (and recorded) video stream.
- Patriot does not guarantee that its services will prevent security breaches. Patriot is not responsible for breaches that occur through no fault of Patriot, including, but not limited to, inherent application vulnerabilities, malicious activity, or attacks on the Client's network. Patriot shall only be responsible and liable for security breaches that occur as a result of Patriot's gross negligence or willful misconduct.
- Client will assign Patriot Consulting with Global Administrative rights in the Microsoft 365 tenant to collect all the required information for the duration of the Audit phase of this agreement. Patriot recommends the use of Azure AD Privileged Identity Management (PIM) so the account can be elevated to privileged while the audit is taking place and reduced to non-privileged after the audit is complete. Patriot can configure PIM at no additional cost for Client. Additionally, if Client does not own PIM licensing Patriot will offer to credit this contract up to $84 to offset cost of an Azure AD Premium P2 license.
- Configuration or remediation services are limited to the recommendations in the Governance and Hardening document or the monthly Cloud Advisory Report. This proposal is not intended to deploy new services or capabilities.
- All resources provided for this statement of work are subject to availability. In the event that there are project delays caused by the Client, consisting of a total of 1 or more weeks, and the resources are no longer available, Patriot can provide resources with equivalent skills.
- The cancellation of 2 or more scheduled working sessions, by the Client, with less than 24-hour notice, will result in a $500 cancellation fee per occurrence beginning with the 3rd cancellation.
- The 6 hours of configuration assistance for guidance or coaching related to the findings and recommendations or monthly Cloud Advisory report are optional and must be used during the quarter in which they are issued. The hours do not roll-over each quarter. Unused hours are non-refundable.
- Client will assign Patriot Consulting Technology Group LLC as Claiming Partner of Record for a period of no less than one year for the workloads covered in this statement of work.
- The Service Agreement (SA) will require a high degree of involvement with Client IT staff. The success of the Service will require a substantial commitment in time and focus to execute the SA in a timely and satisfactory manner. The specific details will be delivered at the end of the Design & Planning phase by Patriot. It is Patriot's goal to provide a well-planned but flexible approach where new information, ideas and requirements can be incorporated into the solution, as needed by providing on going Professional Services under agreed terms.
- Client will be responsible for required network changes and providing adequate resources that meet the requirements of the Service Agreement. Client will need to perform timely and diligent application validation and testing to ensure that the Service features can be completed within the time frame and budget estimated herein. Client acknowledges that general uptime, availability, and guaranteed functionality for Microsoft hosted platform is controlled by Microsoft, and Patriot

cannot be held responsible for any service outages or impaired functionality experienced by the platform.

- Patriot will be responsible for all Intune work outlined and included in this Service Agreement. The Service Onboarding period is expected to take 2 to 3 weeks depending on Client availability and scheduling for validation and planned enrollments with end users. Anything not specifically listed in the onboarding tasks list is considered out of scope and shall require a Change Request to this SA or a new Project SOW will be executed between the parties.
- Patriot's services do not guarantee any outcome or result. Further, Patriot's services are based on the information provided to Patriot by Client and the information available at the time that the services are performed. Patriot is not responsible for any omissions, inaccuracies, or other issues with the services that are the result of changes in the information provided by or from Microsoft or any other third parties, or any other relevant information.
- Deliverables created from this project will be deleted from Patriot's systems 180 days following project termination. Legal agreements will be retained for 3 years and then deleted from Patriot's systems.

Microsoft 365 Defender Deployment Services

Patriot will deploy the following Microsoft 365 Defender services:

- **Microsoft Defender for Identity**

Defender for Identity (DFI) is an Intrusion Detection Solution (IDS) for on-premises Active Directory. It uses both behavioral-based IDS combined with signature-based IDS to detect breaches that have already occurred or are in progress. Many of these threats are exclusively detected by DFI that no other security product can detect because of how Active Directory traffic is encrypted by domain controllers. This product requires very little footprint, no server infrastructure as everything is hosted in Azure.
To learn more click (here)

- Patriot to provide guidance on how to run the Capacity Planning tool for DFI
- Client to run the Capacity Planning tool (Tool runs for 24 hours minimum)
- Patriot to show DFI features and configuration options
- Patriot to assist with capacity planning report to verify domain controller meets minimum system requirements
- Client to ensure the domain controllers meet minimum size requirements and pre-requisites
- Patriot to assist client with deploying the DFI agent to 1 domain controller
- Client to deploy the DFI agent to all remaining domain controllers
- Patriot to provide guidance on performing a test DNS Zone Transfer against on-premises domain controllers to verify that alert is registered in DFI

- **Microsoft Cloud App Security (MCAS)**

Microsoft Cloud App Security is the swiss-army knife of cloud security. It is like a firewall for SaaS applications. There are over 20 use cases that this product solves. To learn more click (here)

  - Patriot to show available Cloud App Security configuration options and discuss client custom use cases
  - Patriot to assist client with configuring Cloud App Security
  - Patriot to assist client with testing to confirm that CAS policies are configured and working properly
  - Optional: Patriot to assist client with updating policies to block when suspicious activity is found

- **Microsoft Defender for Endpoint**

Microsoft Defender for Endpoint is the #1 Top Endpoint Detection and Response solution that includes dozens of additional capabilities such as 3rd party software vulnerability assessment correlating to the Common Vulnerability Exposure (CVE) database. To learn more click (here)

  - Patriot to assist with configuring Microsoft Defender for Endpoint Portal options
  - If client is using Intune to manage their Windows 10 PCs, Patriot will assist client with configuring Intune to deploy the MDFE agent and then assigning to a test group in Intune.
  - Patriot to assist client with deploying the MDFE agent to all computers via Intune (If Intune is used for Windows PC management).
  - Patriot to assist client with deploying MDFE to Servers (Patriot will use the train the trainer method where we demonstrate the method and client's Level 2 Administrators will complete deployment under Patriot supervision).

- **Microsoft Defender for Office 365**

Defender for Office 365 includes sandbox detonation of email attachments, and hyperlink redirection to inspect for phishing emails. Also protects against malware and phishing links in Office on the Web, SharePoint Online, Teams, and OneDrive for Business. To learn more click (here)

  - Patriot to have consulting conversations around and plan for enabling Microsoft Defender for Office 365 features, including Safe Links, Safe Attachments and Anti-Phishing policies.

- Patriot to assist client with configuring policies based on planning meeting and assign to test users
- Client testing:
  - Send a test link and attachment to see if Safe Links and Safe Attachments are configured as desired
- Client to communicate to end-users expected changes prior to global policy assignment
- Patriot to assist client with assigning policies globally

Appendix "A" Intune Support Catalog

Windows 10 Service Catalog

Intune Feature/Description	Details	Supported
Join Type	Azure AD Joined	X
Intune Enrollment	Autopilot: Admin-Based	X
Intune Enrollment	Autopilot: User-Driven	X
Intune Enrollment	Autopilot: Whiteglove / pre-provisioning	X
Intune Enrollment	Manual Enrollment: Company Portal	X
Intune Enrollment	Registered: Azure Creds/BYOD	X
Configuration Profile	Device Configuration Profile	X
Compliance Policy	Device Compliance Policy	X
Conditional Access Policy	Device Conditional Access Policy	X
Application	MSI	X
Application	Win 32	X
Application	Built-In	X
Application	Microsoft Store for Business	X
WUfB Pilot	Pilot	X
WUfB Production	Production	X
Windows Hello for Business	Authentication/Identity (Cloud Only)	X
Default Dynamic Security Groups	Standardized Dynamic Security Groups	X
Group Policies Analytics	Analyzes on premises GPO to determine if it is supported in the cloud tenant	X
Endpoint Analytics	Device Analytics captured	X

Apple iOS/iPadOS

Intune Feature/Description	Details	Supported
Join Type	Registered	X
Intune Enrollment	Org-owned ABM/ADE	X
Intune Enrollment	Manual Enrollment	X
Configuration Profile	Device Configuration Profile	X
Compliance Policy 1	Device Compliance Policy	X
Conditional Access Policy	Device Conditional Access Policy	X
Application 1	VPP Tokens	X
Application 2	iOS Store Apps	X
Application 3	Built-in	X
Default Dynamic Security Groups	Standardized Dynamic Security Groups	X
App Protection Policy	Personally Owned Devices	X
App Protection Policy	Corporate Owned Devices	X

MAC OS

Intune Feature/Description	Details	Supported
Join Type	Registered	X
Intune Enrollment	Org-owned ABM/ADE	X
Intune Enrollment	Manual Enrollment	X
Intune Enrollment	Registered	X
Configuration Profile	Device Configuration Profile	X
Compliance	Device Compliance Policy	X
Conditional Access	Conditional Access Policy	X
Application 1	MS 365 Apps for the enterprise	X
Application 2	Line of Business Application	X
Default Dynamic Security Groups	Standardized Dynamic Security Groups	X
App Protection Policy BYOD	Personally Owned Devices	X
App Protection Policy MDM	Corporate Owned Devices	X

Android

Intune Feature/Description	Details	Supported
Join Type	Registered	X
Intune Enrollment	Enterprise for Work Profile	X
Intune Enrollment	Enterprise (Corp owned) with Work Profile	X
Intune Enrollment	Enterprise (fully managed)	X
Configuration Profile:	Device Configuration Profile	X
Compliance Policy	Device Compliance Policy	X
Conditional Access	Device Conditional Access Policy	X
Application 1	Android Store Apps	X
Application 2	Android System Apps	X
Application 3	Android Built-in apps	X
Application 4	Line of Business Application	X
Default Dynamic Security Groups	Standardized Dynamic Security Groups	X
App Protection Policy BYOD	Personally Owned Devices	X
App Protection Policy MDM	Corporate Owned Devices	X

Appendix "B" Microsoft 365 Support Catalog

Defender for Endpoint Service Catalog
- Onboarding new clients using existing Intune (Installing Defender for Endpoint on iOS, Android, macOS or Windows 10/11)
- Quarterly Security Health Check (see Appendix C)

MCAS Service Catalog
- Custom Session Control for SaaS Apps
- Custom Alerts and Policies
- Tuning Alerts
- Quarterly Security Health Check (see Appendix C)

Microsoft Defender for Identity Service Catalog
- Onboarding (Installing Lightweight Agent on Domain Controllers)
- Quarterly Security Health Check (see Appendix C)

Microsoft Defender for Office 365
- Quarterly Security Health Check (see Appendix C)

Appendix "C" Quarterly Security Health Checks

Quarterly Security Health Check Tasks

- Review Microsoft 365 Incidents at Security.microsoft.com for Actionable Response
- Check Automated Investigations for Pending Actions
- Review User Reported Phishing Submissions
- Review Spoofed Users and take action as required
- Review Spoofed Domains and Impersonated Domains and take action as required
- Review Office 365 Alerts
- Review Security and Compliance Reporting
- Review Microsoft Security Center Reports including User Risk, Active Incidents, Security Score
- Review Message Center Updates for Action
- A deliverable will be sent to client quarterly containing a summary of findings and recommendations

Appendix "E" Incident Response

In order to qualify for this service Client must have Microsoft's Always-On Multi-Factor Authentication (MFA) turned on for **all** employees within their organization. If Microsoft MFA is not turned on for all employees Client is not entitled to this service as part of this Agreement. Client may choose to purchase Incident Response services from Patriot under a separate agreement.

Incident Response (IR) will attempt to answer the following questions:

- Based on available audit logs obtained, when did the attacker gain access to the account
- What was the attacker's origin IP addresses and what location and country is this associated with
- What actions did the attacker take
- Based on these actions, Patriot's opinion of the attacker's motivation
- A review of the response that the IT Department has taken with recommendations for improvement
- Confirmation whether the attacker's activity has ceased

IR Deliverables

The output of the Incident Response engagement will include a detailed account of the findings and recommendations of the incident in Microsoft Word format, along with an export of all audit logs obtained.

- Screen Shot of Initial Phishing Email (if applicable)
- Security and Compliance Center Log Analysis Findings
- Azure Sign-In Log Analysis Findings
- Additional Security Product Log Analysis (ATP URL Trace, MCAS, WDATP, Azure ATP, when licensed)
- Inbox Rule forwarding and SMTP Forwarding Discovery
- Mailbox Audit Log Search Analysis Findings
- Mailbox Audit Log Session ID Correlation
- Attacker Known IP addresses
- Correlation of Attacker IP addresses with other user account sign-in activity
- Attacker Known ClientInfoString
- Correlation of ClientInfoStringwith other user account sign-in activity
- Attacker First Known Logon Date
- Attacker Last Known Logon Date
- Screen Shot of Message Tracking Logs
- What emails were sent from the victim's mailbox during the time the attacker had access to the mailbox? Do any of these look suspicious?
- What emails were sent to the victim's mailbox just before the attacker's first successful logon? Do any indicate perhaps how the attacker gained access? (credential phishing emails)?
- Attacker's Entry Point (Do we know how the attacker gained access?)
- Is the Victim's identity found on the dark web?
- Attacker's activity Timeline (Based on the audit logs, what was the attacker's timeline?)
- Last Known Password Change Date (When was the victims' password last changed?

Client Responsibilities for Incident Response

- Client or its designated partners shall perform the following:
- Client will create a Global Administrator Account in their Microsoft 365 Tenant.
- Client should communicate any known symptoms that led to believe an account was compromised
- Client should communicate any remediation activities performed on the account being investigated

Incident Response Assumptions

This proposal assumes the following:

- In the course of its investigation, Patriot may need to create an "E5 Trial License" to gain enhanced visibility into the incident. Client will not be charged and will not be under any obligation to purchase these services.
- Incident response analysis is limited to a single security incident. If additional security incidents are discovered, then Patriot will present a change request to client for additional time. A security incident is defined as an unauthorized user gaining access to a single user account.

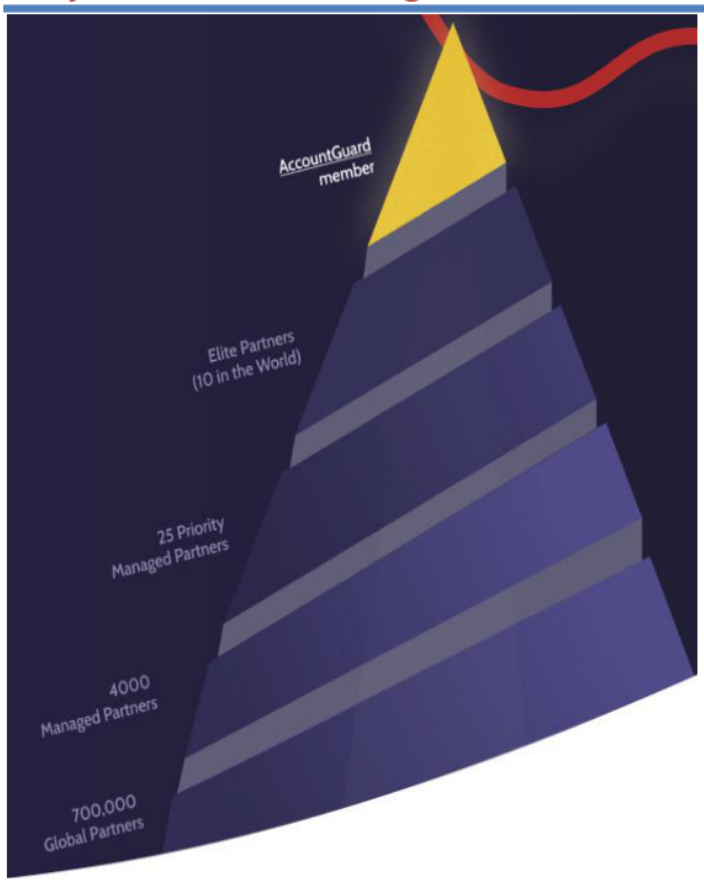
About Patriot

Microsoft Partner
Microsoft

Gold Security
Gold Enterprise Mobility Management
Gold Cloud Productivity
Gold Datacenter

Patriot Consulting Technology Group is a Microsoft Partner with offices across the U.S.A Patriot Consulting focuses 100% exclusively on Office 365 Migrations and has migrated over 300 companies and hundreds of thousands of users to Office 365. Patriot Consulting has earned multiple Gold competencies. **Patriot was the only Microsoft Security Partner hand-picked to provide cybersecurity consulting for the US 2020 Elections[1], and is now providing cybersecurity consulting for 31 democracies worldwide. [2]**

Why Patriot Consulting?



- **Our Process is Fast**. We follow a successful project methodology process
- **Client Experience**: We average 98% Client Satisfaction
- **Security at the Top.** Patriot is one of the most trusted names in Microsoft Security. Patriot's CEO is a Microsoft Most Valuable Professional (MVP) in Security. This award is given to only 20 people in the world[3].
- **Expertise.** Microsoft selected Patriot for the Microsoft's Security Advisory Council (the top 10 Microsoft Partners in the world). As an Account Guard Member, Patriot has achieved the highest designation given to Microsoft Partners.

[1] https://blogs.microsoft.com/on-the-issues/2020/06/18/accountguard-security-2020-elections-yubico/
[2] https://blogs.microsoft.com/on-the-issues/2021/03/09/accountguard-expansion-high-risk-defending-democracy/
[3] https://mvp.microsoft.com/en-us/PublicProfile/5003929?fullName=Joe%20Stocker

PATRIOT CONSULTING

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:43 p.m. Request Council Approval to enter into an agreement with EPR Systems to provide a records management system for the Fire Department. The cost is $37,000 funded Information Technology software line. (Information Technology – Fire)

DATE: August 23, 2022

SUBJECT: 5:43 p.m. Request Council Approval to enter into an agreement with EPR Systems to provide a records management system for the Fire Department. The cost is $37,000 funded Information Technology software line. (Information Technology – Fire)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
EPR	Cover Memo	8/20/2022

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 23, 2022	Chad Jones, Namarr Strickland

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Fire & Rescue	All Districts

REQUESTED ACTION

Record Management System - Fire & Rescue

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

Approval to enter in to an agreement with EPR Systems to provide a records management system for the Fire Department.

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

South Fulton Fire Rescue needs new technology and a record management system (RMS) that will help us to input, retain, track, and quantify the outstanding job the men and women of the fire department do every day. Our current RMS does not give us everything we need to proficiently complete our job. We have reviewed several vendors' products and feel that Fireworks will provide us with superior quality technology. The new RMS would allow us to be compliant with the required State of Georgia and National reporting systems for fire, emergency medical, and hazardous material calls. It would also allow us to capture all community events. It has built-in analytics and GIS for mapping and data capture, report, and queries and would assist us in data-driven metrics and performance management. These are features we currently do not have. It also has an inventory management system to help us track our assets and provide a cost analysis. It has a hydrant database that can help us with tracking our hydrants, in and out of service, and display them to our responding units. It allows for a maintenance and repair work order with a tracking system to keep everyone updated on progress. This company provides ongoing technical support and future design improvements. This product will help us be more efficient and effective. It has a billing and permitting function to help our inspection and fire marshal to assist accounts payable and finance to track and keep up with inspection fees, fines, and plan reviews. It will also help with special events and another request of the fire department. This product is compatible with our current CAD, payroll, and staffing.

FUNDING SOURCE

(If applicable)
Information Technology Software Line

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Chad Jones, Chief — Date: August 11, 2022

Vincent Hyman, City Attorney — Date:

Karen Slaton-Dixon, Director — Date:

Tammi Saddler Jones, City Manager — Date:

Renardo Paschal , Deputy City Clerk — Date:

Corey Adams, City Clerk

Complete Fire Prevention System

Manage your inspections electronically from any mobile device.

FireWorks inspection module empowers you to finally be rid of old-fashioned, paper-based record-keeping systems. Set up your periodic inspections once to handle properties requiring inspections, and let FireWorks take it from there. Violations noted by an inspector automatically generate a reinspection based on your predefined timetable. Monitor your prevention division's progress by viewing the analytics dashboard for the number of inspections schedule, complete or incomplete inspections, by the inspector, by occupancy, and many other custom reports.

The inspection module is linked to the pre-plan module enabling your inspectors to document and keep up-to-date critical building data, attach floor plans, and capture contact information for that location. Each structure can be marked and classified by risk assessment using the automated OVAP scoring tool within the pre-plan module.

Key Features

- Browser-based - Works on iPad, iPhone, Android, laptop any smart device.
- Off-line mode - No internet connection during your inspections? No problem. Our off-line mode allows your inspectors to complete their inspections, then upload when they get a connection.
- Made for field inspectors - Custom-designed checklist web interface built for the specific needs of field inspectors.
- Property history - Property inspection history embedded in the checklist.
- Full integration with pre-plan - Pre-plan information accessible from within the inspection function.
- Maintain businesses within complexes - Create unique property records for business complexes or malls and associate relationships with the individual companies within them.
- Upload pictures and other files to property inspection portfolio- Attach pictures taken in the field and relevent documents, drawings, or other files.
- Billing module - Generate an invoice based on your department's rules form the first periodic or annual inspection to the reinspection/s.
- Emailed inspection reports - Send report directly to the business owner, with photos of violations, immediately upon completing the inspection.
- Signature capture in the field - Digitally capture acknowledgment of violations on a mobile device.

EPR MEDICWORKS

Setting the new standard in electronic patient care reporting, MedicWorks is designed from the ground up to function in action and in the field to capture and collect all pertinent patient detail required for NEMSIS 3.4 reporting. MedicWorks also creates the companion NFIRS report simultaneously, eliminating the need to log in to 2 different reporting systems; improving efficiency, and eliminating redundant data entry.

Modules & Functions

- Interface with Lifepak15, Zoll & Phillips monitors for EKG import
- QA/QI functionality and accountability
- Internal Messaging
- Hospital Portal
- Export for billing
- HIPAA Compliant
- Attach various forms and disclaimers
- Off-line mode when internet is unavailable
- Easy Signature with capture capabilities
- Robust analytics and mapping on all incidents and data captured in the system

EPR LMSWORKS

Learning Management & Training Module

Streamline training requirements and documentation for your department under one comprehensive system

With EPR's learning management and training module, recording critical skill sets, documenting certifications and licenses is all contained within the EPR RMS ecosystem. You can stop tedious spreadsheet data entry or archaic paper-based tracking of training attendance. No need to deal with other vendors to create course objectives and keep abreast all your staff's training hours and other essential documentation. Make it easy and efficient by keeping all your records housed in an easy-to-use SAAS system available from any smart device at any time.

LM and Training module features:

- Over 160 individual training classes (content) available on-line
- Option to create and archive additional department content
- Build courses and assignments
- Detailed documentation maintained on each and every employee
- Tests administered through the LM and training system
- Reminders can be sent to staff
- Dashboards available within the system for custom views based on user
- Robust reporting on all data within the LM and training module

EPR FIREWORKS

FireWorks is a complete records management solution for Fire and EMS agencies that enables you to manage all the needs of your department under one system.

Fire reporting for NFIRS 5.0 as well as NEMSIS 3.4 compliant patient care reporting including all other ancillary functions of a department are contained within the FireWorks platform.

FireWorks integrated Pre-Plan and Inspection system ties together both essential functions of a Fire Department: Suppression and Prevention.

Crews can conduct pre-plan surveys while the certified Fire Inspectors conduct their periodic occupancy and/or business inspections. Critical data is updated and shared instantly such as emergency contact information, last inspection violations noted, as well as tactical information such as hydrant locations, Knox Box locations, FDC Connection and more are available at the time an emergency is dispatched by the CAD.

Fireworks is the most modern, innovative system available on the market today. It was developed using best of breed technologies included in Microsoft development architecture, the latest cloud computing service from Amazon, mapping from Google, and turn by turn navigation to the scene by WAZE™ .

Modules & Functions

- Inspections
- Hydrants
- Pre-Plan
- Investigation
- Property Management
- Incident Reporting
- Inventory Management
- Detailed Reporting

DataWorks Analytics

EPR's DataWorks analytics module is used to analyze NFIRS (National Fire Incident Reporting System) data, generate ISO reports as well as many of the standard reports required for CFAI Accreditation.

Epr's DataWorks analytics provides added value from all of the data collected by the NFIRS requirements and presents the information in user friendly colorful charts and graphs.

Good data analytics help you make better informed decisions; identify key performance metrics, and to help manage manpower and resources more efficiently.

Turn all the big data you collect into instant value-added insights.

Features

- Embedded CFAI Accreditation reports
- Embedded incident reports
- Embedded NFPA 1710 ISO audit report
- Heat Maps
- Built in library of standard reports
- Multiple chart display options with drill down to the actual incident report
- Advance Filtering and Search capabilities
- Friendly UI (User Interface)
- Responsive Web & mobile design – Adaptable for all mobile devices (iOS and Android)
- Export reports straight to other formats (PDF, Excel, JPEG)

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

THIS AGREEMENT is hereby made and entered into this_____day of_____, 2022, by and between City of South Fulton, Georgia, on behalf of the Fire and Rescue Department (hereinafter referred to as ("COSF or Customer") and EPR Systems USA, Inc., a Florida corporation, (hereinafter referred to as "EPR" or "Vendor").

WHERE AS, EPR is engaged in the business of designing and developing computer software systems and related products and has created and developed a software package called EPR FireWorks that is capable of supplying emergency agencies with an innovative, comprehensive, and integrated records management solution; and

WHERE AS, COSF Is engaged in providing emergency and rescue services and desires to utilize such Software to support management of its operations; and

WHEREAS EPR and COSF believe it is in their mutual interest and desire to enter into an agreement whereby COSF would use EPR's Software pursuant to the terms and conditions hereinafter provided.

The above recitals are hereby incorporated and made a part of this Agreement as if fully recited hereby.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

Section 1 - Purchase

COSF shall subscribe to, and EPR shall provide the subscription items described by Attachment A, attached hereto, and made a part hereof.

Section 2 – Terms

This Agreement shall be subject to the terms and conditions contained herein and as provided by Attachment A and Exhibit B, attached here to and made a part hereof. The total cost to COSF for the initial term of this Agreement is $39,179.00 for subscription services plus additional one-time costs for data conversion and training as outlined in Attachment A.

Section 3 – Definitions

3.1 In this Agreement, unless the context otherwise requires:

a) "Acceptance" means the acceptance of the Deliverables in accordance with Section entitled Inspection of the Deliverables of this Agreement.

b) "Confidential Information" means those confidential, scientific, technical, financial, business and other information, manufacturing, marketing, sales and distribution data, scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, trade secrets, computer programs and systems,

processes, practices, ideas, inventions, designs, samples, plans and drawings recognized as exempt or immune from disclosure pursuant to applicable federal or local law;

c) "Contract Price" means the amounts referred to or expressed in this Agreement, and specifically in the payment schedule attached as Attachment "A" to this Agreement, to be payable by COSF to EPR for the Deliverables.

d) "EPR FireWorks" means the computer software, converted data, system interfaces, databases and documentation that are to be supplied by EPR and implemented by COSF, including the Deliverables to be provided by EPR to COSF all as contemplated hereunder, as the same may be upgraded, enhanced, or otherwise modified or adapted from time to time.

e) "Deliverables" means the whole of the services including, without limitation, system set-up, data conversion, training, maintenance, and software programs required to be done, furnished, or performed by EPR in accordance with the terms of this Agreement.

f) "SaaS" means software-as-a-service that EPR hosts (directly or indirectly) for Customer's use on a periodic subscription basis.

g) "Improvements" means any improvements, updates, variations, modifications, alterations, additions, error corrections, enhancements, functional changes or other changes to the licensed computer programs and documentation, including, without limitation:

(i) improvements and upgrades to improve software efficiency and maintainability.

(ii) improvements and upgrades to improve operational integrity and efficiency.

(iii) functional improvements or changes which support legislated, regulatory or other lawful requirements.

(iv) changes or modifications to correct errors; and

(v) additional licensed computer programs to otherwise update the licensed computer programs.

h) "Live Production" means use of EPR FireWorks system in the regular business operation of COSF, which shall be twenty-four (24) hours per day, seven (7) days per week.

i) "Maintenance Access Period", unless otherwise specified in the Agreement, means an uninterrupted time period of hours each day beginning Sunday from 2:00 AM – 2 PM, and weekdays Monday to Friday, between 8:00 a.m. and 5:00 p.m. EST, during which EPR shall have personnel available to receive/respond to email and/or telephone support for maintenance services including remote connect in accordance with this

Agreement;

j) "Response Time" means the period of time beginning with a *bona fide* attempt to reach EPR by telephone, or other oral means, or email written means has been made by COSF during a Maintenance Access Period, and ending with the response of EPR;

k) "Time to Repair" means that portion of the time that EPR FireWorks system cannot be used because of error, defect, deficiency, failure, problem or non-conformance to functional specifications, starting from the response of EPR and ending with the turnover of the Deliverables to COSF in proper working order.

"Unapproved Modifications" means modifications to the licensed computer programs not approved by EPR but made by COSF or on its behalf by someone other than EPR.

Section 4 – Representations

4.1 EPR represents and warrants, and it is a condition of this Agreement, that:

(a) EPR is a corporation duly organized and existing in good standing under the laws of Florida and registered to carry on business as may be contemplated hereunder.

(b) EPR has the ability and authority to enter into this Agreement, and the execution and performance of this Agreement or any part of this Agreement by EPR has been duly authorized by all requisite corporate action.

(c) The execution and performance of this Agreement or any part of this Agreement by EPR does not and will not violate any contract or other obligation of EPR, and EPR knows of no circumstances which would prevent EPR's performance of this Agreement or any part thereof.

(d) EPR is competent to perform its obligations hereunder, and has sufficient manpower, resources, skills, experience, and all such other materials as may be required to meet its obligations on or before the required date(s).

(e) EPR has the necessary qualifications (including knowledge, experience, and skill) to provide the Deliverables, and will provide the Deliverable in a diligent, professional and timely manner.

(f) The representations and warranties made by EPR herein, including the recitals and all schedules hereto (in particular, in EPR's Proposal), are reasonable and correct, andmay be relied upon by COSF and shall continue to be reasonable and correct, and maybe relied upon by COSF throughout the performance of this Agreement.

Section 5 – Grant of Subscription

5.1 Grant of Subscription: SaaS. For SaaS, during the term Customer may access and use the SaaS and Reporting Services, with the access and volume limitations set forth on the applicable Addendum, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

Section 7- Data

7.1 Ownership of Data. As between EPR and Customer, all Customer Data shall be owned by Customer.

Section 6 – Term

6.1 This Agreement shall have a term of (1) years, commencing on_____and renews for four additional one-year periods upon appropriation by City Administration or City Council unless cancellation notice is received 60 days in advance.

Section 7 – Trademarks and Proprietary Notices

7.1 EPR expressly reserves all rights to its own tradenames, logos, trademarks, other identifying symbols, and all its proprietary rights in its product packaging or labeling of any licensed computer programs. COSF shall not acquire any right, title, or interest in or to any such tradename, logo, trade- mark, or other identifying symbols of EPR.

7.2 Notwithstanding anything to the contrary provided for herein, COSF shall retain exclusive ownership of all COSF generated and/or supplied data. In no event shall such COSF related data or information be used by EPR without the prior written consent of COSF.

Section 8 – Payment

8.1 COSF shall pay EPR in accordance with the Payment Schedule described in Attachment "A" to this Agreement within thirty (30) days of COSF receipt of invoice. All fees are inclusive of all freight, shipping, and applicable taxes.

8.2 COSF shall notify EPR, within Fifteen (15) days of receipt of an invoice, of any inadequacy of the invoice or of the supporting documentation, and where any such notice is given within that period, the date for payment of the amount invoiced shall be postponed until EPR remedies the inadequacy to the satisfaction of COSF, at no additional cost to COSF. Payment will be made by COSF within thirty
(30) days of receipt of invoice issued by EPR.

Section 9 – Confidentiality

9.1 EPR shall be bound by an obligation of strict confidence to COSF in respect of any confidential information disclosed by or on behalf of COSF to EPR or developed by EPR for COSF. EPR shall not:

(a) Disclose, either directly or indirectly, any such confidential information, or any part thereof, to any person except as is specifically contemplated in this Agreement; and
(b) Use any such confidential information, or any part thereof, for any purpose, except as is specifically contemplated within this Agreement, without the prior written consent of COSF and on terms and conditions satisfactory to COSF in its sole discretion.
(c) Notwithstanding anything to the contrary herein, COSF's good faith compliance with the provisions of the Virginia Freedom of Information Act shall not be construed as and shall not constitute a breach of this Agreement.

Section 10 - Law/Venue

10.1 This Agreement is subject to and governed by the laws of the State of Georgia. EPR hereby consents to the jurisdiction of the State of Georgia for the enforcement of any rights, the resolution of any disputes and/or for the purposes of any lawsuit brought pursuant to this Agreement or the subject matter hereof; and EPR agrees that service by first class U.S. mail to EPR Systems USA, Inc., 1016 Lasalle Street, Jacksonville, FL 32207 shall constitute effective service.

Section 11 – Notice

11.1 Unless otherwise specified herein or otherwise agreed to by the parties in writing, any notice required to be given hereunder must be given in writing and delivered by postage-paid mail, personally, by prepaid courier with a copy delivered by electronic means, addressed to the appropriate party as follows:

CUSTOMER address:

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

VENDOR address:

EPR Systems USA Inc.
1016 Lasalle Street
Jacksonville, FL 32207
jjacobson@eprsys.com

11.2 All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth above. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail with a copy by e-mail, five days after proper deposit in a mailbox.

12. **No Modification**

There shall be no modification of this Agreement, except in writing and executed with the same formalities as the original.

13. **Severability**. The terms of this Agreement shall be severable. In the event any of the terms or the provisions of this Agreement are deemed to be void or otherwise unenforceable for any reason,the remainder of this Agreement shall remain in full force and effect.

14. **Compliance with Law**. Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement, EPR shall comply with all applicable federal, state, and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, EPR hereby certifies, represents, and warrants to the COSF that all of EPR's employees and/or agents who will be providing products and/or services with respect to this Agreement shall be legally authorized to work in the United States. EPR shall also, at its expense, secure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this Agreement. COSF shall have the right to audit any records in the possession or control of EPR to determine EPR's compliance with the provisions of this section. In the event COSF proceeds with such an audit, EPR shall make available to COSF EPR's relevant recordsat no cost to COSF. COSF shall pay any and all costs associated with any such audit.

15. **Execution**. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. For the purposes of executing this Agreement, any signed copy of this Agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this Agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this Agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this Agreement shall be re-executed by the parties in an original form. No party to this Agreement shall raise the use of fax machine or e-mail as a defense to this Agreement and shall forever waive such defense.

16. **Conflict**. In the event of any conflict between the terms and provisions of this purchase Agreement and Attachments A and Exhibit B hereto, the terms and provisions of this purchase Agreement shall supersede and control.

17. **Limitation of Damages**. In no event shall COSF be liable for any monetary damages in excess of the purchase price contemplated by this Agreement. In no event shall COSF be liable for any consequential, special or punitive damages, or any damages resulting from loss of profit.

18. **Transfer of Title/Risk**. Transfer of title, and risk of loss shall pass to C O S F upon delivery of any goods. All transportation and delivery shall be at EPR's sole expense.

19. **Indemnification**. To the fullest extent permitted by law, EPR agrees to and shall indemnify, defend and hold harmless COSF, its officers, employees, boards and commissions from and against

any and all claims, suits, judgments, costs, attorney's fees, damages or any and all other relief or liability arising out of or resulting from or through or alleged to arise out of any acts or negligent acts or omissions of EPR or EPR's officers, employees, agents or subcontractors in the performance of this Agreement, including but not limited to, all goods delivered, or services or work performed hereunder. In the event of any action against COSF, its officers, employees, agents, boards, or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of COSF's choosing.

20. **Relationship Between the Parties**. This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.

21. **Waiver**. Neither party hereto shall be responsible for any consequential, indirect, punitive or incidental damages for any reason whatsoever. Any delay or failure to enforce any rights by either party arising out of or pursuant to this Agreement shall not constitute, and shall not be construed as, a waiver of any such rights.

22. **Limitation of Actions**. EPR shall not be entitled to, and hereby waives, any and all rights that it might have to file suit or bring any cause of action or claim for damages against the COSF and/or its affiliates, officers, employees, agents, attorneys, boards and commissions of any nature whatsoever and in whatsoever forum after two (2) years from the date of this Agreement.

23. **No Other Agreements**. This Agreement is the only agreement between the parties hereto regarding the subject matter hereof. There are no other agreements, either oral, written or implied, between the parties hereto regarding the subject matter hereof. This Agreement may only be altered or modified by written instrument signed by both parties.

24. **Appropriation of Funds**. The obligations of the COSF under any contract for any fiscal year are subject to and contingent upon the appropriation of funds sufficient to discharge the obligations which accrue in that fiscal year and authorization to spend such funds for the purposes of the contract.

If, for any fiscal year the term of the Contract, sufficient funds for the discharge of the COSF's obligations under this Agreement are not appropriated and authorized, then this Agreement shall terminate as of the last day of the preceding fiscal year, or when such appropriated and authorized funds are exhausted, whichever is later, without liability to COSF for damages, penalties, or other charges on account of such termination.

The person signing this Agreement certifies that s/he has been authorized by COSF to commit contractually and has been authorized to execute this Agreement on its behalf.

The person signing this Agreement on behalf of EPR certifies that s/he has been authorized by EPR to commit EPR contractually and has been authorized to execute this Agreement on its behalf.

25. **HIPPA Compliance**. The Business Associate Agreement between EPR and the COSF, attached hereto as Exhibit B, is made part of this Agreement.

26. **System Backup.** The parties agree and acknowledge that all EPR FireWorks system data shall be housed in the secure Amazon Web Services cloud environment, with security, back up and disaster recovery built in.

27. **Local Data Backup**. EPR shall provide COSF with an MS database if needed for local back up purposes on a schedule to be agreed upon, but not more than once a month at no charge.

28. **Data Conversion**. COSF agrees to provide EPR with a copy of COSF's database for data conversion purposes, and EPR agrees to destroy such data upon completion of the conversion.

City of South Fulton:	EPR Systems USA:
Sign: _____	Sign: _____
Print:_____	Print: _____
_____	_____
Title Date	Title Date

ATTACHMENT A"
PAYMENT SCHEDULE

1. FEES – All Fees will be invoiced 5 days after project kick off call.

Item & Description	Payment Type	List Price	Qty	Amount
Fire Bundle (NFIRS, Inspection, Properties, Pre Plan, Hydrants, Investigation)	Recurring	$ 16,541.00	1	$ 16,541.00
Inventory/Maintenance/Work Order	Recurring	$ 70.00	11	$ 770.00
Epcr - BLS NEMSIS 3.4 Compliant Epcr	Recurring	$ 13,702.00	1	$ 13,702.00
Analytics/Reporting Platform	Recurring	$ 0.00	1	$ 0.00
CAD Interface Interface with CAD	Recurring	$ 1,196.00	1	$ 1,196.00
Data Migration and Conversion Fire House 2018-2021 Imagetrend	One time	$ 4,000.00	1	$ 4,000.00
Web Training	One time	$ 495.00	6	$ 2,970.00

Recurring Fee Total	$ 32,209.00
One Time Fee Total	$ 6,970.00
Sub Total	**$ 39,179.00**
Service Tax	$ 0.00
Paid Amount	$ 39,179.00
Grand Total	**$ 39,179.00**

Any add on modules will be amended to this contract & invoiced on a prorated basis

EXHIBIT B
HIPAA BUSINESS ASSOCIATE ADDENDUM

Customer and EPR Systems ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. Scope. This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.

2. Definitions. For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").

3. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.

4. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

5. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.

6. Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.

7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity promptly or within 10 business days of known breach: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45
C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.

8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.

9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.

10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.

12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.

14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.

15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.

16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.

18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.

19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:

    21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside EPR's Software over the public Internet; and

    21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to EPR's Software.

22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.

23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic, or facsimile.

August 2, 2022

To Whom It May Concern,

EPR Systems USA provides unique cloud-based NEMSIS and NFIRS compliant records management software solutions for Fire and EMS Agencies. All under a single database.

EPR's Fireworks software provides a turnkey, stand-alone solution specialized for Fire/EMS operations that provides unique features for public safety personnel in the field. The mobile solution works on any smart phone, tablet, or iPad (iOS or Android).

Proprietary to EPR is our fully customizable Learning Management System that has built in educational content from Jones & Bartlett Learning, Dual Factor Authentication and SSO through Microsoft Azure, Fully Customizable Q/C with auto validation logic for ePCR. EPR's Software is only available for purchase directly from EPR Systems.

EPR's FireWorks Response Mode puts critical data at the responders fingertips. Including built in Waze & Google navigation, Pre-Plan data, DOT Camera integration & much more.

The FireWorks solution incorporates the latest state-of-the-art technology and best of breed features available on the market. Unique features to the FireWorks system include the ability to view a map from a birds-eye view of the incident or inspection right from your mobile device. The map view provides the ability to turn on the color-coded hydrant layer on the interactive map. This enables your first responders to see the location before they even arrive to the emergency. Color coded map views of properties according to Risk Assessment are also unique to the FireWorks system. The solution also allows for the sharing of Pre-Plan data with mutual aid agencies.

FireWorks RMS also provides unique Business Intelligence tools that graphically display all incident data in interactive charts and graphs. The NFIRS Analytics and BI tool produces many of the reports required by the ISO for an audit as well as CFAI Accreditation reports. This unique tool provides a dynamic dashboard that enables you to click from a visual chart and drill down to the actual incident including any pictures that were taken on the scene.

Company Qualifications and Reputation:

EPR Systems is an international software company, in business for 22 years, providing innovative municipal solutions. Our customer service is unparalleled and is our #1 priority.

EPR is a unique source for these all-in-one management features.

- SAAS model; hosted in AWS Cloud
- Built-in ISO and Accreditation Reports
- Integration with other vendors including CAD
- Mobile version accessible from any tablet, iPad, smart phone (iOS or Android)

- NEMSIS 3.4.0 compliant ePCR reporting module
- Driver's license scanning into ePCR
- CAD alerts/incident address linked directly to completed Preplans
- Interface to third-party cloud-based service for Fire personnel scheduling
- Inspection module based on NFPA guidelines making reporting simple, and efficient.
- OVAP scoring to identify RISK assessment of properties within your jurisdiction
- Electronic reports can be sent from the desktop, or from the field to the business owner
- Complete hydrant testing module, including flow-tests, calculations, interactive map view, and navigation.
- Mobile inventory module for regular checks of vehicles, gear and other locations
- Color-coded hydrant overlay on map allows fire personnel to add hydrants or easily mark hydrants out of service
- Graphic report generator for user defined reports
- Mobile Pre-plan system with interactive mapping and navigation
- NFIRS 5.0 compatible
- Property and occupancy module
- Upload and attach photos and other file types
- US National Grid map overlay
- County boundaries overlay
- False Fire Alarm reporting and billing
- Heat Maps by Incident and Response times
- Dynamic mobile Business Intelligence module

Our one stop shop approach to NFIRS and NEMSIS reporting as well as robust modules for inspections, preplans, hydrant, Learning Managment and analytics makes FireWorks software a unique and innovative solution for today's modern Fire Service. Our cloud-based software hosted in the secure Amazon Web Services Cloud allows for access and functionality across all smart devices and popular browsers.

Please contact us at (941)-328-3239 if you have any questions regarding our solutions, service or support.

Very truly yours,

Jeff Jacobson

Director of Business Development

EPR Systems USA Inc.
We do IT all

1016 LaSalle Street
Jacksonville, FL 32207
Phone: 407-247-5512
Bill To: City of South Fulton
Name: Chad C. Jones

FIREWORKS
we do IT better

DATE: April 22, 2022
Quotation #: 2022-422A-1
Customer ID: City of South Fulton

Quotation valid until: May 22, 2022
Prepared by: Jaime Metcalf

Comments or special instructions: FireWorks Modules

Description	Included	Price
Fire Bundle (NFIRS,Inspection,Properties,Pre Plan, Hydrants,Investigation)	☑	$ 16,541
Inventory & Maintenance & Work Order	☑	$ 770
NEMSIS ePCR Bundle BLS	☑	$ 13,702
Analytics [BI] Reporting Tool	☑	Free
CAD interface	☑	$ 1,196
Annual Cost		**$ 32,209**

One time - Implementation Cost		
Data Conversion & Cloud System Configuration	☑	$ 3,000
Training - Web Training (3 Web Sessions)	☑	$ 1,485
One time - Implementation Cost		**$ 4,485**

EPR FireWorks is not liable or responsible for 3rd party side of the interface or any 3rd party costs.
* Data conversion includes 3 years of data conversion from 1 vendor

Accepted by:

Name _____ Signature _____

Title _____ Date _____

FDID Number _____

CAD Vendor Name _____

Invoicing Contact & Email _____

Forsyth County, North Carolina
Deputy Chief/Fire Marshal Gary Styers
styersgl@forsyth.cc
336-703-2552

Green Bay Metro Fire Department, Wisconsin
Assistant Chief
Ryan.gibbons@greenbaywi.gov
920-448-3291

Winston Salem, North Carolina
Assistant Fire Chief
jerryh@cityofwsfire.org
336-773-7971

Polk County, Florida
Deputy Chief
jenniferhuff@polk-county.net
863-393-6302

Scott Fire, Louisiana
Fire Chief Chad Sonnier
csonnier@scottfd.com
337-235-4725

Columbia County Fire Rescue, Georgia
IT Austin Reid
areid@columbiacountyga.gov
706-447-6719

Clemmons Fire Department, North Carolina
FF Derek Cornelius
djcornelius@clemmonsfd.com
336-766-4114

Clemmons Fire Department, North Carolina
Shane Moss
csmoss@clemmonsfd.com
336-766-4114

Coweta County Fire Rescue, Georgia
AA Cathy Farr
cfarr@coweta.ga.us
770-254-3900 ext. 8370

Bayou Cane Fire Protection District, Louisiana
Ken Himel
khimel@bcfire.org
985-580-7230

Beverly Fire Department, Massachusetts
Peter O'Connor
poconnor@beverlyma.gov
978-922-2424

St. George Fire Protection District, Louisiana
Chuckie Albert
caalbert@stgeorgefire.com
225-454-6552

Lakeland Fire Department, Florida
Shane Reynolds
shane.reynolds@lakelandgov.net
863) 834-8200

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	5:45 p.m. ?Request Council Approval to procure and implement an inventory management solution from Operative-IQ software for the Fire and Rescue department. The cost is $25,000 funded in the Information Technology software line.
DATE:	August 23, 2022
SUBJECT:	5:45 p.m. ?Request Council Approval to procure and implement an inventory management solution from Operative-IQ software for the Fire and Rescue department. The cost is $25,000 funded in the Information Technology software line.
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Inventory	Cover Memo	8/20/2022

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 23, 2022	Chad Jones, Namarr Strickland

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Fire & Rescue	All Districts

REQUESTED ACTION

Inventory Management Solution - Fire & Rescue

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

Approval to procure and implement an inventory management solution for fire & rescue department.

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

The fire & rescue logistics section is responsible for the procurement and distribution of specialized fire rescue tools, equipment, PPE, cleaning supplies, medical equipment, and narcotics for the fire department. The logistics section manages the purchasing, warehousing, transportation, and delivery of the tools and equipment vital for firefighters to provide services to City of South Fulton residents, businesses, and visitors. Additionally, the logistics section is responsible for scheduling and tracking the maintenance of facilities and fire department engines, trucks, extrication equipment, including support staff vehicles. Presently, the logistics section tracks and manages all processes on paper and excel spreadsheets. The fire department is requesting to purchase management software to streamline processes within logistics. The logistics section has vetted at least two other vendors and found the Operative-IQ software a better fit and, equally important the company is in nearby Austell, Georgia.

FUNDING SOURCE

(If applicable)
Information Technology Software Line

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Chad Jones, Chief	Date: August 11, 2022
Karen Slaton-Dixon, Director	Date: August 12, 2022
Vincent Hyman, City Attorney	Date:
Tammi Saddler Jones, City Manager	Date:
Renardo Paschal , Deputy City Clerk	Date:
Corey Adams, City Clerk	Date:

EMS Technology Solutions, LLC
3781 Tramore Pointe Pkwy
Austell, GA 30106
USA: 877-317-2707
Canada: 647-694-0150

OPERATIVE IQ
www.operativeiq.com

Quotation

Quote ID	62177
Date	April 28, 2022
Expiration	June 12, 2022
Client URL	

Prepared By
Anthony Schmidt
Regional Account Manager
(678) 566-6776
anthony@operativeiq.com

Quotation For

South Fulton Fire Rescue
5890 Plummer Road
South Fulton, Georgia 30336
+1 470-809-7700

Annual Service License					
Description	**Part Number**	**Quantity**	**Price**	**Monthly**	**Total**
Inventory and Asset Management License	IQ10018	20.00	$32.00	$640.00	$7,680.00
Narcotics Tracking Safe License - Enterprise 5	IQ10724	1.00	$300.00	$300.00	$3,600.00
Fleet Management License	IQ10002	57.00	$8.00	$456.00	$5,472.00
Service Desk Department License - Enterprise 5	IQ10718	1.00	$125.00	$125.00	$1,500.00
				Subtotal	$18,252.00

Professional Services					
Description	**Part Number**	**Quantity**	**Price**		**Total**
Training - Remote Training Hours	IQ10715	8.00	$250.00		$2,000.00
Training - Assisted Data Entry Hours	IQ10716	8.00	$250.00		$2,000.00
				Subtotal	$4,000.00

Equipment					
Description	**Part Number**	**Quantity**	**Price**		**Total**
USB Starter Kit - Barcode Printer, Label Kit, (2) USB 1D Barcode Reader (Save $50)	IQ10136	1.00	$875.00		$875.00
Zebra Narcotics Tracking Label Kit (2,102 labels) - Green	IQ10096	1.00	$60.00		$60.00
Secugen Pro 20 Biometric Reader	IQ10309	10.00	$95.00		$950.00
Barcoded Security Seal 9" 15lb OPS - (1000) Mint Green	IQ10239	1.00	$110.00		$110.00
				Subtotal	$1,995.00

Thank you for choosing Operative IQ. We appreciate your business.

Total $24,247.00

Comments or Special Instructions

EMS Technology Solutions, LLC
3781 Tramore Pointe Pkwy
Austell, GA 30106
USA: 877-317-2707
Canada: 647-694-0150

OPERATIVE IQ
www.operativeiq.com

Licensing Agreement

1. Scope: EMS Technology Solutions will provide South Fulton Fire Rescue, a private, public, or collective entity (the "Customer") access to Operative IQ management software as a service (the "Service"). The terms and conditions held within (the "Agreement") represent the terms and conditions under which EMS Technology Solutions will grant licenses to Customer for the Service. This Agreement shall begin on the signed Agreement date and maintain for the initial term of one (1) year (the "Term"). Upon expiration of the Term, Agreement will automatically renew for an additional one (1) year Term, unless terminated in accordance with Section 13, in which Customer may terminate the Agreement without penalty anytime during the Term contingent on a thirty (30) day written notice informing EMS Technology Solutions of intent. The initial Term together with any extensions thereof is referred to in the aggregate as the "Term". EMS Technology Solutions and the Customer shall sometimes be individually referred to as a "Party" and sometimes collectively referred to as the "Parties."

   This Agreement along with the attached Quote sets forth the Services to be provided by EMS Technology Solutions and is hereby incorporated into and made an integral part of the Agreement between EMS Technology Solutions and Customer.

2. Grant of Exclusive License: Subject to the terms and conditions of this Agreement, EMS Technology Solutions hereby grants to Customer irrevocable use of the Service during the aforementioned Term. Customer acknowledges that the Operative IQ management software, including all aspects of the system and software, all supporting documentation, all versions, improvements, and developments however derived; all marks used therewith; and all intellectual property rights associated with any of the foregoing, are the property of EMS Technology Solutions and that EMS Technology Solutions holds all related patent, trademark, copyright, or trade secret interests therein. Customer further acknowledges that the Operative IQ management software, including the software and supporting documentation, is treated by EMS Technology Solutions as its secret and proprietary information of substantial value, and Customer shall treat such information so received in confidence and shall not use, copy, disclose, reverse engineer nor permit any Licensee Personnel or any other person or entity to use, copy, disclose, or reverse engineer the same for any purpose that is not specifically authorized under this Agreement.

3. Product Service Fees: Requested Payment Terms and quantity of licenses specific to each Service ("Service License") shall be as specified on the Quote. Customer holds option of Service License Requested Payment Term of annual, quarterly, monthly which is to be identified on Agreement. Requested Payment Term will be annual in the event of failure of Customer to identify. In the event of Agreement termination prior to the end of a Term, the Service License will be prorated to reflect the number of months remaining in the final Term.

   Quantity of Licenses may be increased or decreased without penalty. Minimum license requirements may apply based on the Service selected. Changes to the Service and equipment may be made at any time by contacting EMS Technology Solutions. Any additional Service may be added at any subsequent date by agreement of both EMS Technology Solutions and Customer. Any changes to the Service and equipment provided will be governed by this Agreement unless a new agreement is requested in writing.

   Custom RFID Solutions or IT Professional Services Terms are 50% down to commence production, 50% upon delivery. A non-cancellable purchase order will be required.

4. Taxes: Prices stated do not include any sales, use, or excise tax or any other tax, duty or charge which is now in effect or may be hereafter imposed by any Federal, State, or other authority. All such taxes, duties or other charges shall be assessed and paid by Customer at the time of invoicing unless Customer shall provide Seller an exemption certificate acceptable to the appropriate authorities.

5. Professional Services: Professional Services shall be as specified on the Quote and payable upon receipt. Professional Services may include setup expenses, traditional remote training, onsite professional services, remote optimization services or custom systems integration and development. Traditional training includes dedicated time for Customer operations administrators with an EMS Technology Solutions Implementation Manager to complete interactive training online via GoToMeeting webinars. Onsite Professional Services include travel expenses within the continental United States. International, Hawaii and Alaska travel expenses are not included and will be invoiced upon completion of travel. Training packages will have a fixed duration. It is the client's responsibility for scheduling training sessions during this time with an Implementation Manager. Unused training time will not be refunded.

6. Enterprise Professional Hours – Certain Enterprise level contracts may include complimentary professional service hours. Enterprise level accounts may need to integrate Operative IQ with existing business software (e.g., Oracle, NetSuite, HR Programs, etc.) and these hours can be used towards those IT projects. Professional service hours can also be used for additional training if needed; these additional training hours would be outside of the initial training package purchased in the contract. Professional service hours are allotted annually at the contract date and cannot be banked or rolled over each year and are provided up to the specified amount in the contract. Should additional hours be needed for an integration project, the time and cost difference will be generated as a separate quote. Additional training can be purchased at any time.

7. Technical Support: EMS Technology Solutions will provide application support and hosting as well as database management services for the Service on our application servers. EMS Technology Solutions will provide on-going technical and non-technical support for application users as part of the Service License. Maintenance upgrades to the Service that are relevant to all customers will be provided at no additional charge.

8. Data Security: EMS Technology Solutions uses a Disaster Recovery as a Service (DRAAS) solution to replicate data to a secondary datacenter for use in the event of a disaster. Local data backups are performed daily. Alert Logic Threat Manager is and Data Center Security are in place to further protect the computing environment and Customer data. Ownership of the data remains under the jurisdiction of the Customer.

9. Equipment: Customer may purchase equipment including RFID Readers, Barcode Printers, Barcode Readers, Biometric Readers, and Consumables as needed to operate the Service. Prices for equipment shall be specified on the agreement. Equipment invoices shall be payable upon receipt.

10. Warranties: Equipment sold by EMS Technology Solutions carry only those warranties specified for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. As to such equipment there are no other expressed or implied warranties, including any warranty of merchantability or fitness for a particular purpose. If there is a breach or violation of any such warranties EMS Technology Solutions shall hold option, to repair or replace the equipment. EMS Technology Solutions shall not be liable for punitive, special, proximate, incidental, consequential, or exemplary damages including loss of profits. Notwithstanding this warranty, Customer shall be responsible for all regular service and maintenance of equipment. In no event will EMS Technology Solutions be liable for any damages or nonconformity of equipment to the extent caused either directly or indirectly by Customer or its designated representatives, employees, contractors, or agents.

11. Indemnity: EMS Technology Solutions shall defend, indemnify and hold harmless Customer, and its elected officials, directors, officers and employees, from any claims, losses, damages, penalties, judgments and liabilities, including all reasonable related costs and expenses, arising in connection with any action or claim that the Service infringes or misappropriates any patent, copyright, trade secret or other intellectual property right, including any third party intellectual property right.

12. Force Majeure: In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.

13. Confidentiality: Neither Party may disclose Confidential Information (as hereinafter defined) of the other Party to a third party without the prior written consent of the other, except as required by law, pursuant to a valid order or directive of a court or other governmental body, agency, department, or entity of the United States, any State, or any political subdivision of either the United States or any State, or in response to a subpoena (or similar instrument) issued in connection with an administrative or judicial proceeding, or as necessary to perform its obligations or to enforce its rights or establish obligations under this Agreement. Notwithstanding the forgoing; EMS Technology Solutions may, subject to Customer's prior written consent, use certain Customer information as input data in a database where Customer's identity shall be kept anonymous. Neither Party will make any press release or other public announcement regarding this Agreement without the other Party's prior written consent except as required under applicable law or by any governmental agency. Subject to the provisions of this section, Customer shall maintain the confidentiality of all source materials and other sensitive information regarding software functionality. The recipient of Confidential Information shall give prompt notice to the other Party of an order, directive, or subpoena prior to disclosure so that an appropriate protective order or other action regarding such disclosure can be sought.

    For purposes hereof, "Confidential Information" means all confidential and propriety information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing (and if disclosed orally, promptly confirmed in writing thereafter), that is designated and clearly identified as confidential, and for purposes hereof Confidential Information includes all Customer data. Confidential Information (except for Customer data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

    The obligations of the Parties with respect to Confidential Information shall survive the expiration or termination of this Agreement.

14. Miscellaneous: Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customers "own use" as to not be shared with separate entities, such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either Party unless reduced to writing and signed by an authorized employee of the Party to be bound.

15. Termination: Either Party may terminate this Agreement at any time with or without cause for any reason or for no reason by giving the other Party at least thirty (30) days prior written notice. In addition, EMS Technology Solutions may terminate this Agreement by written notice to the Customer if the license fee due hereunder is not timely paid and such non-payment is not cured within 90-days from the due date. Notwithstanding the foregoing, however, each Party reserves the right to terminate this Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; or (b) the other Party commits or suffers any act of bankruptcy or insolvency. If this Agreement for service is terminated for any reason, Customer will be provided access to a backup of the Customer's data. EMS Technology Solutions will retain a copy of Customer's data for up to one (1) year from date of termination.

16. Relationship of Parties: Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party, except to the extent specifically authorized in writing by the other Party.

17. Assignment: This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning Party's assets, or (b) the non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Customer or EMS Technology Solutions shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.

18. Notices: All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified United States mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. For purposes hereof, notice or other communications shall be deemed to have been given, delivered, or provided (i) if delivered personally, at the time of delivery, (ii) if sent by facsimile, at the time the confirmation of such facsimile (whether by personal delivery, registered or certified mail, or overnight courier) is given or provided, (iii) if sent by nationally-recognized overnight courier, at the time of delivery by the courier, or (iv) if sent by registered or certified mail, postage prepaid, return receipt requested, 72 hours after deposit in the United States mail.

19. Headings: The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.

20. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The parties agree that the enforcement of any provision of this Agreement shall be brought solely in the courts of Cobb County, Georgia.

21. Severability: If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.

22. Waiver: The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or insistence or excuse a similar subsequent failure to perform any such term or condition by the other Party. This Agreement and all of its provisions are solely for the benefit of the Parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

23. Signed Agreements: Signed Agreements must be received within 45 days of the quotation date.

EMS Technology Solutions, LLC
3781 Tramore Pointe Pkwy
Austell, GA 30106
USA: 877-317-2707
Canada: 647-694-0150

OPERATIVE IQ
www.operativeiq.com

Quotation Summary

Quote ID:	62177	**Prepared By:**	Anthony Schmidt
Date:	April 28, 2022		Regional Account Manager
Expiration:	June 12, 2022		(678) 566-6776
Client URL:			anthony@operativeiq.com
Amount:	$24,247.00		

Accounting Information

Bill To	Ship To
South Fulton Fire Rescue 5890 Plummer Road South Fulton, Georgia 30336 +1 470-809-7700	South Fulton Fire Rescue 5890 Plummer Road South Fulton, Georgia 30336

Accounting Email

EMS Technology Solutions, LLC sends electronic invoices for payment therefore a business email is **required**. If one is not listed below, please indicate the best email for your accounting department. Avoid using personal emails. Select whether your company should be tax exempt.

	Tax Exempt [ ]

Payment Terms

[**X**] Annual, Net 45 [ ] Quarterly, Net 30 [ ] Monthly, Net 15

Purchase Order

[ ] Purchase Order Not Required

[ ] Purchase Order Required PO Number:_____

Existing Customers

Select the appropriate option below for existing customers adding services.

[ ] Invoice separately from my other services [ ] Invoice along with my other services

EMS Technology Solutions, LLC
3781 Tramore Pointe Pkwy
Austell, GA 30106
USA: 877-317-2707
Canada: 647-694-0150

OPERATIVE IQ
www.operativeiq.com

Acceptance of Quotation

IN WITNESS WHEREOF, the person signing below represents and warrants that she or he has the authority to bind South Fulton Fire Rescue and execute the terms of this agreement.

Signature

Name

Title

Date

Agreements can be Signed Electronically
or Faxed to (404) 424-9401
Attn: Anthony Schmidt

EMS Technology Solutions, LLC
3781 Tramore Pointe Pkwy
Austell, GA 30106
USA: 877-317-2707
Canada: 647-694-0150

OPERATIVE IQ
www.operativeiq.com

Standard Equipment Catalog

Standard Equipment can be ordered at any time by sending a purchase order to your account manager. For custom RFID Solutions, tracking tags or equipment please contact your account manager. Prices are subject to change. All equipment offered is testing for use with the Operative IQ system.

For faster ordering use the Operative IQ Integrated Supplier from your Purchasing module.

Barcode Labels and Seals		
Description	**Part Number**	**Price**
Barcoded Security Seal 10" 30lb MPT *SPECIAL ORDER" (10 BOXES OF 1000) Orange	IQ10249	$1,500.00
Barcoded Security Seal 10" 30lb MPT *SPECIAL ORDER* (10 BOXES OF 1000) Mint Green	IQ10248	$1,500.00
Barcoded Security Seal 10" 30lb MPT *SPECIAL ORDER* (10 Boxes of 1000) Spicy Yellow	IQ10250	$1,500.00
Barcoded Security Seal 10" 30lb MPT *SPECIAL ORDER* (10 Boxes of 1000) White	IQ10251	$1,500.00
Barcoded Security Seal 10" 30lb MPT *SPECIAL ORDER* - (10 Boxes of 1000) Light Blue	IQ10246	$1,500.00
Barcoded Security Seal 10" 30lb MPT - (1000) Black	IQ10238	$150.00
Barcoded Security Seal 10" 30lb MPT - (1000) Bright Red	IQ10247	$150.00
Barcoded Security Seal 9" 15lb OPS *SPECIAL ORDER* (10 boxes of 1000 Minimum Order) Orange	IQ10242	$1,300.00
Barcoded Security Seal 9" 15lb OPS *SPECIAL ORDER* (10 Boxes of 1000) Black	IQ10244	$1,300.00
Barcoded Security Seal 9" 15lb OPS *SPECIAL ORDER* (10 Boxes of 1000) Bright Red	IQ10375	$1,300.00
Barcoded Security Seal 9" 15lb OPS *SPECIAL ORDER* (10 Boxes of 1000) Spicy Yellow	IQ10243	$1,300.00
Barcoded Security Seal 9" 15lb OPS - (1000) Light Blue	IQ10240	$110.00
Barcoded Security Seal 9" 15lb OPS - (1000) Mint Green	IQ10239	$110.00
Barcoded Security Seal 9" 15lb OPS - (1000) White	IQ10245	$110.00
Barcoded Security Seal One Piece Padlock - (1000) Red	IQ10395	$210.00
Operative IQ Branded RFID Univ Mini 2.75" X .75"	IQ10689	$2.00
Operative IQ Foil Asset Tags - XPF029 1.75" X .625" (90 Barcoded Tags)	IQ10273	$36.00
Shipping - Orders Under $100	IQ10151	$15.00
Zebra Barcode Label Kit 3" X 1" with High Performance Resin Ribbon (2,100 labels) - White	IQ10064	$45.00
Zebra Narcotics Tracking Label Kit (2,102 labels) - Green	IQ10096	$60.00

Zebra Narcotics Tracking Label Kit (2,102 labels) - Hot Pink	IQ10145	$60.00
Zebra Narcotics Tracking Label Kit (2,102 labels) - Light Blue	IQ10144	$60.00
Zebra Narcotics Tracking Label Kit (2,102 labels) - Orange	IQ10481	$60.00
Zebra Narcotics Tracking Label Kit (2,102 labels) - Warm Gray	IQ10176	$60.00
Zebra Narcotics Tracking Label Kit (2,102 labels) - Yellow	IQ10143	$60.00
Zebra Printer Ribbon - 5095 High Performance Resin 4.33" WIDE	IQ10681	$12.00

Barcode Printers and Readers		
Description	**Part Number**	**Price**
Bluetooth Starter Kit - Barcode Printer, Label Kit, (2) Bluetooth Scanners (Save $100)	IQ10135	$1,595.00
Datalogic AC Adaptor and Power Cord	IQ10089	$40.00
Datalogic Barcode Reader - Bluetooth (AC Adapter Sold Separately)	IQ10012	$575.00
Datalogic Barcode Reader with External Power Cord for use with Tablets (Includes IQ10012 and IQ10089)	IQ10088	$620.00
Datalogic Pocket Barcode Reader with Charger - RIDA 1D/2D Bluetooth for Mobile Devices (DBT6420-BK-BTK1)	IQ10674	$535.00
Datalogic QuickScan QD2131 1D Barcode Reader - USB (Includes Stand)	IQ10011	$190.00
Datalogic Removable Battery Pack (RBP-4000)	IQ10090	$45.00
Narcotics Starter Kit - Barcode Printer, Narc Label Kit, Bluetooth Scanner, (6) Finger Print Readers (Save $100)	IQ10137	$1,605.00
Opticon Barcode Reader for Mobile Devices - Bluetooth (2D) - White	IQ10743	$365.00
Secugen Hamster IV Biometric Reader	IQ10097	$95.00
Secugen Pro 20 Biometric Fingerprint Reader	IQ10309	$95.00
USB Starter Kit - Barcode Printer, Label Kit, (2) USB 1D Barcode Reader (Save $50)	IQ10136	$875.00
Zebra ZD421 Barcode Label Printer (USB)	IQ10756	$500.00

RFID Equipment		
Description	**Part Number**	**Price**
Chainway C72 Handheld RFID Charging Cradle (CRD-C72-RBC)	IQ10750	$60.00
Chainway C72 Handheld RFID Rubber Boot with Pins (RB-C72-RRP)	IQ10751	$20.00
Chainway Handheld RFID 24W / 12V2A DC Adapter (DCPWR-12V2A-XX)	IQ10752	$30.00

Chainway Handheld RFID Reader (Includes:Power Supply, Cradle, Certified for use in USA and CANADA) Separate Subscription License Purchase Required	IQ10443	$1,650.00
RFID Asset Maintenance - 8" x 8" Curve RFID Reader with Integrated Status Light, POE WiFi/Ethernet; Separate Subscription License Purchase Required	IQ10203	$2,250.00
RFID Drug Safe - Retro-fit Kit (18" x 16" RFID Reader, Status Light, WiFi/Ethernet) Separate Subscription License Purchase Required	IQ10495	$3,500.00
RFID Drug Safe - Retro-fit Kit (31" x 17" RFID Reader, Status Light, WiFi/Ethernet) Separate Subscription License Purchase Required	IQ10268	$3,500.00
RFID Drug Safe - Retro-fit Kit (43" x 17" RFID Reader, Status Light, WiFi/Ethernet) Separate Subscription License Purchase Required	IQ10420	$3,700.00
RFID Drug Safe - Retro-fit Kit (8" x 8" RFID Reader, Status Light, WiFi/Ethernet) + 6" External Antenna and 2' Cable; Separate Subscription License Purchase Required	IQ10301	$2,550.00
RFID Reader Power Mapper for Testing RFID Antenna Placement / Signal Strength	IQ10439	$300.00
ThingMagic Elara RFID Reader - Configured to Commission Tags in Operative IQ	IQ10714	$500.00
Zebra ZD500R RFID Label Printer / Encoder (USB/Ethernet)	IQ10269	$1,700.00
Zebra ZD621R RFID 300DPI Label Printer / Encoder (USB/Ethernet/WiFi/Bluetooth)	IQ10686	$1,950.00

RFID Tags and Seals		
Description	**Part Number**	**Price**
Fiberglass RFID Asset Tag AT04 Encoded with Barcode & Label VHB Tapel - 3.8" x 1.0" x .2" (10' Range)	IQ10398	$7.50
Fiberglass RFID Asset Tag AT06 Encoded with Barcode Label - 3.54" x 0.79" x .2" (8' Range) (Minimum Order Quantity 1000) - Special Order	IQ10567	$5.50
Fiberglass RFID Asset Tag AT06 Encoded with Barcode Label - 3.54" x 0.79" x .2" (8' Range) (Minimum Order Quantity 500) - Special Order	IQ10566	$7.50
Fiberglass RFID Asset Tag AT06 Encoded with Barcode Label - 3.54" x 0.79" x .2" (8' Range) (Minimum Order Quantity 5000) - Special Order	IQ10568	$4.00
Fiberglass RFID Asset Tag Encoded with Barcode Label - 3.6" x 0.8" x .2" (7' Range) (Minimum Order Quantity 500) - Special Order	IQ10397	$7.50
Fiberglass RFID Asset Tag OP5213 Encoded with Barcode Label - 2.05" x 0.52" x .2" (6' Range) (Minimum Order Quantity 1000) - Special Order	IQ10564	$5.00
Fiberglass RFID Asset Tag OP5213 Encoded with Barcode Label - 2.05" x 0.52" x .2" (6' Range) (Minimum Order Quantity 500) - Special Order	IQ10399	$6.50
Fiberglass RFID Asset Tag OP5213 Encoded with Barcode Label - 2.05" x 0.52" x .2" (6' Range) (Minimum Order Quantity 5000) - Special Order	IQ10565	$3.50
HID InLine Ultra RFID Asset Tags (10 Tags)	IQ10138	$50.00
Printable RFID 4" x 2" Tracking Label (500 Labels) - Yellow - Single Roll	IQ10675	$150.00
RFID 4" x 2" Tracking Label - Yellow (500 Labels / Roll) (100 Roll Minimum)	IQ10684	$120.00

EMS Technology Solutions, LLC
3781 Tramore Pointe Pkwy
Austell, GA 30106
USA: 877-317-2707
Canada: 647-694-0150

RFID 4" x 2" Tracking Label - Yellow (500 Labels / Roll) (50 Roll Minimum)	IQ10683	$130.00
RFID Cabinet Seals - (100 Seals) - Red	IQ10172	$60.00
RFID Cabinet Seals - (100 Seals) - Yellow	IQ10174	$60.00
RFID Folding Inventory & Narcotics 1" Tracking Label (1000 Labels) - Green	IQ10261	$255.00
RFID Folding Inventory & Narcotics 1" Tracking Label (1000 Labels) - Light Blue	IQ10478	$255.00
RFID Operative IQ Drug Box Windshield Tag with Adhesive on Face of Tag - 4.2" x 1.2"	IQ10271	$5.00

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	5:47 p.m. ?Request Council Approval to purchase new fire hose to be placed on new apparatus and to replace old and worn hose in the department. The total amount is $113,760 funded from the FY22 Capital Improvement Fund.
DATE:	August 23, 2022
SUBJECT:	5:47 p.m. ?Request Council Approval to purchase new fire hose to be placed on new apparatus and to replace old and worn hose in the department. The total amount is $113,760 funded from the FY22 Capital Improvement Fund.
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Fire hose	Cover Memo	8/20/2022

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 23, 2022	Chad Jones

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Fire & Rescue	All

REQUESTED ACTION

Request to purchase Fire Hose - Fire & Rescue

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

Request City Council's approval to purchase new fire hose to be placed on new apparatus and to replace old and worn hose in the department. Every year, fire hose is tested to maintain the safety and function of each section of hose. We planned for the new apparatus and to replace some of our unusable hose this year with our capital requests. We are requesting to purchase 98 sections of 1.75" x 50' hose, 100 sections of 2.5" x 50' hose, 60 sections of 5" x 100' hose, 20 sections of 5" x 25' hose, and 40 sections of 2.5" x 50' hose. The total amount is $113,760.

FUNDING SOURCE

(If applicable)
Capital - 350-3520-54-2200

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Chad Jones, Chief	Date: August 10, 2022
Karen Slaton-Dixon, Director	Date: August 12, 2022
Tammi Saddler Jones, City Manager	Date:
Corey Adams, City Clerk	Date:

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.*	KSD	08/05/2022
☐ **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*		
☐ **Human Resources Director** *Complies with HR policies and procedures; positions are budgeted*		
☐ **Public Safety** *Complies with Division/programmatic processes. Specify Fire or Police*	Chad C. Jones	8/5/2022
☐ **Public Works Director** *Complies with Division/programmatic processes* (Purchasing)		
☑ **Other (Clerk's Office, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area*		
☐ **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**

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/23/2022

Requesting Department	**Council District(s) Affected**
Fire Department	All

Requested Action
To approve the purchase of New Fire Hose.

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)

Request to purchase new fire hose to be placed on new appartus and to replace old and worn hose in the department. Every year fire hose is tested to maintain safety and function of each section of hose. We planned for the new appartus and to replace some of our unusable hose this year with our capital requst. We requst to purchse 96 section of 1.75"x 50' hose, 100 sections of 2.5"x 50' hose, 60 sections of 5" x 100' hose, 20 section of 5"x 25' hose, and 40 2.5" x 50' hose. The amount $113,760.00.

Funding Source (if applicable)
Capital line item 350-3520-54-2200

Financial Impact (if applicable)

Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval	**Finance Director Approval**
Chad C. Jones	Karen Slaton-Dixon

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

TAMMI SADDLER JONES
CITY MANAGER

CHAD C. JONES
FIRE CHIEF

DECISION MEMO

TO: Tammi Saddler Jones
City Manager

THROUGH: Donald Toms
Assistant City Manager

FROM: Chad C. Jones
Fire Chief

DATE: August 5, 2022

SUBJECT: **Purchase Fire Hose**

Background:

This is a request to purchase new fire hose to be placed on the new apparatus and top replace old and damaged hose. Every year our hose is tested to assure safety and reliability of the hose. During training and normal operations fire hose is drug across different terrains and through structures. We had planned for this and had money placed in line item 350-3520-54-2200 for tools and equipment. The cost is $113,760.00.

Decision Needed:
We are requesting your approval to purchase new hose.

Decision: **Approved ❑ Disapproved ❑**

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

Comments:

_____

_____

_____ _____

Signature **Date**

NAFECO
Mailing: 1515 W Moulton St
(2601 Beltline Road)
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

Quotation
Q1022711619

Date: 7/11/2022
Expires: 8/10/2022
FOB:

Customer Number: SOU117
Customer Information: South Fulton FD
Address: 5892 Plummer Rd
Atlanta, GA 30336

Attention: Wayne Gilliard
Phone: 4049018054
Email: wayne.gilliard@cityofsouthfultonga.gov
Prepared By: Brian Goldman

Qty.	Product	Description	Each	Total
96	DP18-800-FDNY-XX	Key Fire Hose Big-10 Hose FDNY 1.75" x Length, DJ, 1.5" NH 12 each x Red, Orange, Yellow, Green	$175.00	$16,800.00
100	DP30TX50-800ECO	Key Fire Hose, 3.0" x 50' Tan, DJ, ECO, 800 PSI, 2.5"NH	$270.00	$27,000.00
60	DP50YX100-600ECO	Key Fire Hose, 5.0" x 100' Yel, Hy Flow, 600 PSI,5.0" Stz	$830.00	$49,800.00
20	DP50X25Y50S	Key Fire Hose, Hy Flow LDH 5"x25' Yellow 600 PSI 5" Stz Color to be RED	$420.00	$8,400.00
40	DP22-TRU-BL-50	Key TRU-ID Hose 2.25" x 50' Blue, 2.5" NH	$294.00	$11,760.00
				Total: $113,760.00
				tax & freight to be determined

Notes: NAFECO NPP.gov contract # PS20045, RFP 1910

City of South Fulton Member ID: M-5777354

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com

Signature:

Email: sherma.sombers@cityofsouthfultonga.gov

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:50 p.m. ?Request Council request to purchase new Motorola radios for new apparatus and new portable radios for replacement and upgrades. We need to purchase 10 mobile radios for new apparatus and vehicles and 10 new portables for employees' safety and communication ability. The cost is $126,373, which covers the device and programming and is budgeted for in the FY22 Capital Improvement Fund.

DATE: August 23, 2022

SUBJECT: 5:50 p.m. ?Request Council request to purchase new Motorola radios for new apparatus and new portable radios for replacement and upgrades. We need to purchase 10 mobile radios for new apparatus and vehicles and 10 new portables for employees' safety and communication ability. The cost is $126,373, which covers the device and programming and is budgeted for in the FY22 Capital Improvement Fund.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
radio	Cover Memo	8/20/2022

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 23, 2022	Chad Jones

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Fire & Rescue	All

REQUESTED ACTION

Request to purchase Motorola Radios- Fire & Rescue

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

Request Approval

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

This is a request to purchase new Motorola radios for new apparatus and new portable radios for replacement and upgrades. We need to purchase 10 mobile radios for new apparatus and vehicles and 10 new portables for employees' safety and communication ability. The cost is $126,373.20, which covers the device and programming and is budgeted for in capital line item 350-3520-54-2200.

FUNDING SOURCE

(If applicable)
The cost is $126,373.20, which covers the device and programming and is budgeted for in capital line item 350-3520-54-2200.

FINANCIAL IMPACT

(If applicable)
The cost is $126,373.20, which covers the device and programming and is budgeted for in capital line item 350-3520-54-2200.

STATUS

Financial Impact Statement Received: Yes
Legislative Process Complete: Yes

APPROVED BY

Chad Jones, Chief	Date: August 10, 2022
Namarr Strickland, Director	Date:
Karen Slaton-Dixon, Director	Date:
Tammi Saddler Jones, City Manager	Date:
Corey Adams, City Clerk	Date:

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.*		
■ **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*		
❑ **Human Resources Director** *Complies with HR policies and procedures; positions are budgeted*		
❑ **Public Safety** *Complies with Division/programmatic processes. Specify Fire or Police*	Chad C. Jones	8/5/2022
❑ **Public Works Director** *Complies with Division/programmatic processes*		
❑ **Other (Clerk's Office, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area*		
❑ **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**

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/23/2022	
Requesting Department Fire Department	**Council District(s) Affected** All
Requested Action To approve the purchase of Motorola Radios	
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) Request to purchase 10 new mobile radios for vehilces and 10 new portable radios for staff members. This is for safety and communication needs of our apparta and members. This price includes all hardware and software along with programming.	
Funding Source (if applicable) Capital line item 350-3520-54-2200	
Financial Impact (if applicable)	
Financial Impact Statement Received Yes ☐ No ☐ **Legislative Process Complete** Yes ☐ No ☐	

Department Director Approval		**Finance Director Approval**
Chad C. Jones		

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

TAMMI SADDLER JONES
CITY MANAGER

CHAD C. JONES
FIRE CHIEF

DECISION MEMO

TO: Tammi Saddler Jones
City Manager

THROUGH: Donald Toms
Assistant City Manager

FROM: Chad C. Jones
Fire Chief

DATE: August 5, 2022

SUBJECT: **Purchase Motorola Radios**

Background:

This is a request to purchase new Motorola radios for new apparatus and new portable radios for replacement and upgrades. We need to purchase 10 mobile radios for new apparatus and vehicles and 10 new portables for employee's safety and communication ability. The cost is $126,373.20 which covers the device and programming and is budgeted for in capitol line item 350-3520-54-2200.

Decision Needed:
We are requesting your approval to purchase new radios.

Decision: **Approved ❑ Disapproved ❑**

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

Comments:

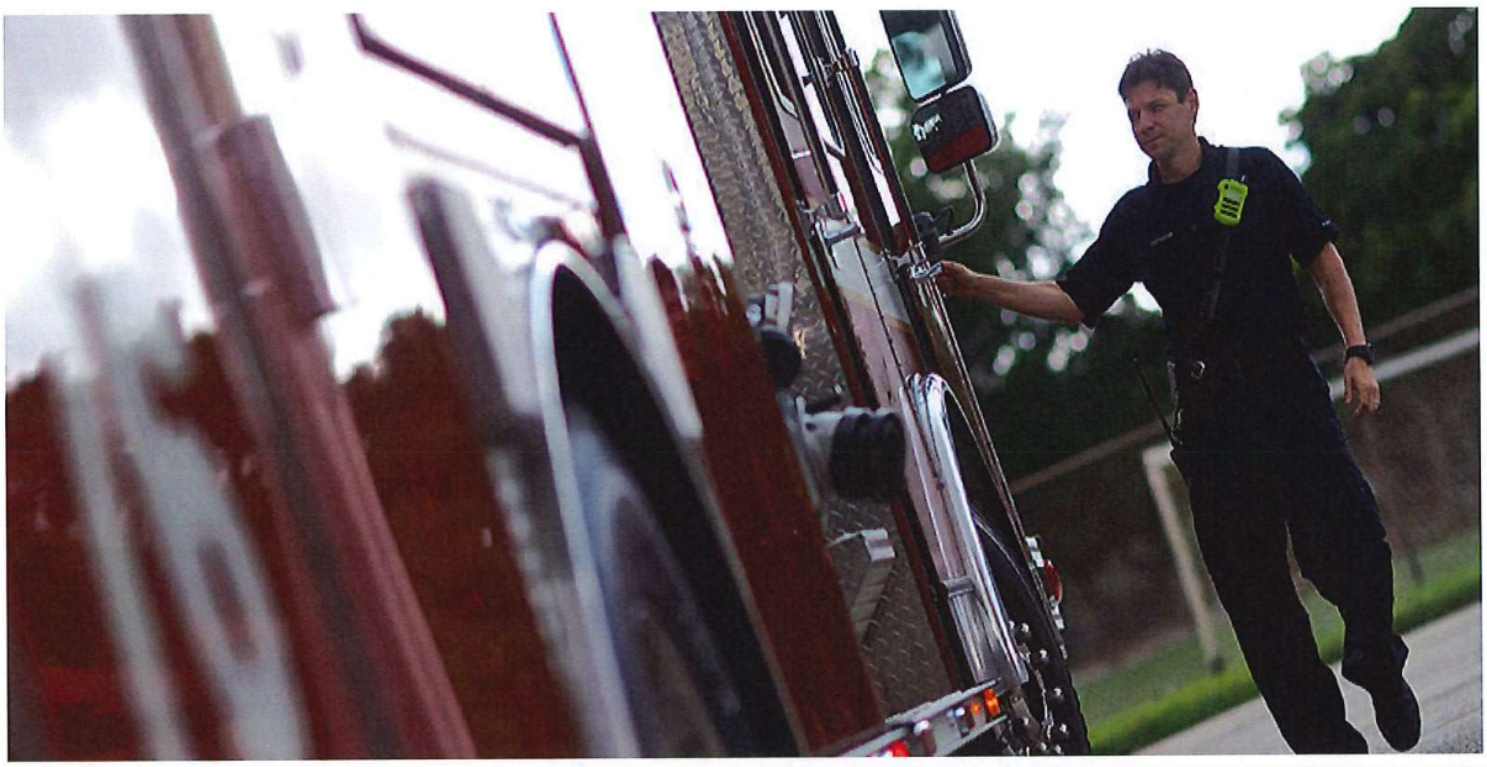
_____

_____

_____ _____

Signature **Date**

MOTOROLA SOLUTIONS



SOUTH FULTON, CITY OF

APX6500 E5 Control Head

07/28/2022

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE-1831471

07/28/2022

SOUTH FULTON, CITY OF
5440 FULTON INDUSTRIAL BLVD SW
ATLANTA, GA 30336

RE: Motorola Quote for APX6500 E5 Control Head
Dear Wayne Gilliard,

Motorola Solutions is pleased to present SOUTH FULTON, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SOUTH FULTON, CITY OF with the best products and services available in the communications industry. Please direct any questions to Shelley Abe at shelley.abe@bearcom.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Shelley Abe

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-1831471
APX6500 E5 Control Head

Billing Address:
SOUTH FULTON, CITY OF
5440 FULTON INDUSTRIAL
BLVD SW
ATLANTA, GA 30336
US

Quote Date:07/28/2022
Expiration Date:10/26/2022
Quote Created By:
Shelley Abe
shelley.abe@bearcom.com

End Customer:
SOUTH FULTON, CITY OF
Wayne Gilliard
wayne.gilliard@cityofsouthfultonga.gov
470-898-7369

Contract: NASPO

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	10	$3,253.00	$2,374.69	$23,746.90
1a	GA00580AA	ADD: TDMA OPERATION	10	$495.00	$361.35	$3,613.50
1b	G51AU	ENH: SMARTZONE OPERATION APX6500	10	$1,320.00	$963.60	$9,636.00
1c	G67DT	ADD: REMOTE MOUNT E5 APXM	10	$327.00	$238.71	$2,387.10
1d	G78AT	ENH: 3 YEAR ESSENTIAL SVC	10	$176.00	$176.00	$1,760.00
1e	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	10	$0.00	$0.00	$0.00
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	10	$66.00	$48.18	$481.80
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	10	$0.00	$0.00	$0.00
1h	G806BL	ENH: ASTRO DIGITAL CAI OP APX	10	$567.00	$413.91	$4,139.10
1i	GA01670AA	ADD: APX E5 CONTROL HEAD	10	$717.00	$523.41	$5,234.10

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	W22BA	ADD: STD PALM MICROPHONE APX	10	$79.00	$57.67	$576.70
1k	W969BG	ADD: MULTIKEY OPERATION	10	$363.00	$264.99	$2,649.90
1l	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	10	$0.00	$0.00	$0.00
1m	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	10	$47.00	$34.31	$343.10
1n	G361AH	ENH: P25 TRUNKING SOFTWARE APX	10	$330.00	$240.90	$2,409.00
	APX™ 6000 Series	APX6000 XE				
2	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	10	$3,595.00	$2,624.35	$26,243.50
2a	H869BZ	ENH: MULTIKEY	10	$363.00	$264.99	$2,649.90
2b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	10	$0.00	$0.00	$0.00
2c	Q361AR	ADD: P25 9600 BAUD TRUNKING	10	$330.00	$240.90	$2,409.00
2d	QA02006AA	ENH: APX6000XE RUGGED RADIO	10	$880.00	$642.40	$6,424.00
2e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	10	$121.00	$121.00	$1,210.00
2f	QA00580AC	ADD: TDMA OPERATION	10	$495.00	$361.35	$3,613.50
2g	H38BT	ADD: SMARTZONE OPERATION	10	$1,320.00	$963.60	$9,636.00
2h	QA01427AB	ALT: IMPACT GREEN HOUSING	10	$28.00	$20.44	$204.40
2i	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	10	$567.00	$413.91	$4,139.10
3	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	10	$203.00	$148.19	$1,481.90
4	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	2	$1,420.20	$1,036.75	$2,073.50

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
5	NNTN8575A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES XE RSM XT CABLE GREEN	10	$581.04	$424.16	$4,241.60
6	PMLN7906A	CARRY ACCESSORY-CASE,APX6000XE 2.75 SWBL TIA BATTERY	10	$70.20	$51.25	$512.50
	Product Services					
7	LSV00Q00202A	DEVICE PROGRAMMING	20	$85.00	$85.00	$1,700.00
8	LSV00Q00203A	DEVICE INSTALLATION	10	$285.71	$285.71	$2,857.10
Grand Total						$126,373.20(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

  Motorola HGAC Contract No.: RA05-21

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	5:52 p.m. Request Council Approval to purchase three (3) 2023 Chevy Tahoe Pursuit for executive staff. These vehicles will be purchased thru the Statewide Contract #99999-001-SPD0000183-0002. Total amount for all three vehicles is $121,536 funded from the FY22 Capital Improvement Fund.
DATE:	August 23, 2022
SUBJECT:	5:52 p.m. Request Council Approval to purchase three (3) 2023 Chevy Tahoe Pursuit for executive staff. These vehicles will be purchased thru the Statewide Contract #99999-001-SPD0000183-0002. Total amount for all three vehicles is $121,536 funded from the FY22 Capital Improvement Fund.
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Tahoe	Cover Memo	8/20/2022

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 23, 2022	Chad Jones

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Fire & Rescue	All

REQUESTED ACTION

Request to purchase vehicles - Fire & Rescue

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

Request approval to purchase three (3) 2023 Chevy Tahoe Pursuit

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

Request City Council's approval to purchase three (3) Chevy Tahoes to replace current Executive Staff vehicles. The three (3) current vehicles are 6 and 7 years olds and have begun to be unreliable with excessive repairs. This is in our Vehicle Replacement Plan to help extend the life of our vehicles in the future. These vehicles will be purchased thru the Statewide Contract #99999-001-SPD0000183-0002. Total amount for all three vehicles is $121,536.

FUNDING SOURCE

(If applicable)
Capital - 350-3520-54-2200

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Chad Jones, Chief	Date: August 10, 2022
Karen Slaton-Dixon, Director	Date: August 12, 2022
Tammi Saddler Jones, City Manager	Date:
Corey Adams, City Clerk	Date:

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.*	KSD	08/10/2022
☐ **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*		
☐ **Human Resources Director** *Complies with HR policies and procedures; positions are budgeted*		
☐ **Public Safety** *Complies with Division/programmatic processes. Specify Fire or Police*	Chad C. Jones	8/5/2022
☐ **Public Works Director** *Complies with Division/programmatic processes*		
■ **Other (Clerk's Office, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area* (Purchasing)		
☐ **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**

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/23/2022

Requesting Department	**Council District(s) Affected**
Fire Department	All

Requested Action
To approve the purchase of 3 Chevy Tahoes.

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)

Request to purchase 3 new chevy Tahoes to replace current executive staff vehicles. The three current vehicles are 6 and 7 year old and have begun to be unreliable with excessive reapirs. This is in our vehicle replacement plan and to have a maintenance plan in plan to help ecxtend the life of our vehicles in the future. These vehilces are beign bought on the state contract for $121,536.00.

Funding Source (if applicable)
Capital line item 350-3520-54-2200

Financial Impact (if applicable)

Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval	**Finance Director Approval**
Chad C. Jones	Karen Slaton-Dixon

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

TAMMI SADDLER JONES
CITY MANAGER

CHAD C. JONES
FIRE CHIEF

DECISION MEMO

TO: Tammi Saddler Jones
City Manager

THROUGH: Donald Toms
Assistant City Manager

FROM: Chad C. Jones
Fire Chief

DATE: August 5, 2022

SUBJECT: **Purchase/Replace Chevy Tahoe's for Executive Staff**

Background:

This is a request to purchase new Chevy Tahoe's off the state contract. These vehicles would replace the current executive fleet. The current fleet is 2015 and 2016 and have constant repair needs. Along with the purchase would be a preventive maintence plan. The cost is $121,536.00 for all three. These vehicles are in our vehicle replacement plan and was budgeted for in capitol line item 350-3520-54-2200.

Decision Needed:
We are requesting your approval to purchase new vehicles.

Decision: **Approved ❑ Disapproved ❑**

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

Comments:

_____

_____

_____ _____

Signature **Date**

Hardy Chevrolet
2023 Chevrolet Tahoe Pursuit
Colt Deems, Fleet Sales

2023 Tahoe - PPV (9C1) **Standard Equipment : 4**WD - V8 · Auto · A/C · AM/FM/BT · Power Windows ·Locks, & Mirrors · Power Drivers Seat · Cloth Bucket Seats w/ No Console · Vinyl Rear Seat · Tilt Steering Wheel · Cruise Control · Remote Keyless Entry · Vinyl Floor Covering · Rear View Camera · Auxiliary Battery			$38,599.00
Available Options:	**place "x" if desired**	**Cost**	
Admin. Package (Carpet, Console, Remote Start)	x	1,263.00	1,263.00
Inoperable Inside Door Handle, Windows, Locks		246.00	0.00
Red/White Front Auxiliary Dome Light		295.00	0.00
2WD Discount (9C1 Pursuit)		-2,620.00	0.00
4 Extra Key Fobs/Keys		120.00	0.00
Spot lamp LED (Arges)		777.00	0.00
Spot lamp LED		904.00	0.00
Carpet w/ Mats (included in Admin. Package)		264.00	0.00
Grill Lamp & Speaker Wiring		264.00	0.00
Wig-Wag Head/Tail (factory) 6J7	x	130.00	130.00
4WD (5W4 non-Pursuit)		-650.00	0.00
Red Tintcoat Special Paint	x	520.00	520.00
Delivery		150.00	0.00
Exterior Color(Add Number of Units Per Color**)**			
Black	_____		
Summit White	_____		
Empire Beige Metallic	_____		
SILVER SAGE Metallic	_____		
Midnight Blue Metallic	_____		
DARK ASH Metallic	_____		
Sterling Gray Metallic	_____		
Red (Additional Charge $500.00)	3		
Total Per Unit Price		**$40,512.00**	
Total Vehicles Ordered		**3**	
Total Purchase Order		**$121,536.00**	

State Wide Contract # 99999-001-SPD0000183-0002
cdeems@hardyautomotive.com
Cell 706-844-6962 / Office 770-445-9411 x 198 / Fax 770-445-9659

Signature:

Email: sherma.sombers@cityofsouthfultonga.gov

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:55 p.m. Request Council Approval to purchase three (3) Chevy Silverado 1500 trucks for the Health and Safety Officer, Captain of Fire Inspections and Captain of Investigations. The total for all three (3) trucks is $119,231 from the FY22 Capital Improvement Fund.

DATE: August 23, 2022

SUBJECT: 5:55 p.m. Request Council Approval to purchase three (3) Chevy Silverado 1500 trucks for the Health and Safety Officer, Captain of Fire Inspections and Captain of Investigations. The total for all three (3) trucks is $119,231 from the FY22 Capital Improvement Fund.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Silverado	Cover Memo	8/20/2022

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 23, 2022	Chad Jones

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Fire & Rescue	All

REQUESTED ACTION

Request to purchase three (3) Chevy Silverado 1500 Trucks - Fire & Rescue

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

Request City Council's approval to purchase three (3) Chevy Silverado 1500 trucks.

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

The original request was approved on the December 2021 council meeting for four (4) F-150s; however, the Statewide contract was closed before we could order. These vehicles will be used by our Health and Safety Officer, Captain of Fire Inspections, and Captain of Investigations. The total for all three (3) trucks is $119,231.70.

FUNDING SOURCE

(If applicable)
Capital - 350-3520-54-2200

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Chad Jones, Chief	Date: August 10, 2022
Karen Slaton-Dixon, Director	Date: August 12, 2022
Tammi Saddler Jones, City Manager	Date:
Corey Adams, City Clerk	Date:

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.*		
❑ **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*		
❑ **Human Resources Director** *Complies with HR policies and procedures; positions are budgeted*		
❑ **Public Safety** *Complies with Division/programmatic processes. Specify Fire or Police*	Chad C. Jones	8/5/2022
❑ **Public Works Director** *Complies with Division/programmatic processes*		
❑ **Other (Clerk's Office, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area*		
❑ **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**

City of South Fulton
Agenda Item Summary

City Council Meeting Date 8/23/2022

Requesting Department	**Council District(s) Affected**
Fire Department	All

Requested Action
To approve the purchase of 3-1500 Chevy Pickup for staff vehicles.

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)

The original request was approved on the December council meeting for 4-F150s hoewever, the state closed the contract before we could order. The vehilces are going to the health and safety officer, Captain of Inspection, and Captain of Investigations. The money was budgeted for in our appartus plan in capital line item 350-3520-54-2200

Funding Source (if applicable)
Capital line item 350-3520-54-2200

Financial Impact (if applicable)

Financial Impact Statement Received Yes ☐ No ☐
Legislative Process Complete Yes ☐ No ☐

Department Director Approval		**Finance Director Approval**
Chad C. Jones		

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

TAMMI SADDLER JONES
CITY MANAGER

CHAD C. JONES
FIRE CHIEF

DECISION MEMO

TO: Tammi Saddler Jones
City Manager

THROUGH: Donald Toms
Assistant City Manager

FROM: Chad C. Jones
Fire Chief

DATE: August 5, 2022

SUBJECT: **Request Change Order for Staff Vehicles**

Background:

This is a request to purchase new Chevy 1500's off the state contract. In December the city council approved the purchase of 4- F150's pickup trucks for $131,309.00. However, before procurement could get them ordered the state closed the contract. We have been waiting for the state to open the contracts again. The state did not open Ford but did open Chevrolets. We are requesting a change order to purchase 3- 1500 chevy pick-ups. The state has placed a limit of three vehicles per department. These vehicles would add to our current fleet. The vehicles would be going to the health and safety officer, Captain of Investigations, and Captain of Inspections. Along with the purchase would be a preventive maintenance plan. The cost is $119,231.70 for all three, which is less than the originally approved amount. These vehicles are in our vehicle plan and were budgeted for in capital line item 350-3520-54-2200.

Decision Needed:
We are requesting your approval to purchase new vehicles.

Decision: **Approved ❑ Disapproved ❑**

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

Comments:

_____

_____

_____ _____

Signature **Date**

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

(Request to purchase F150 pickup trucks)

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*	VDH	12/02/2021
☑ **Assistant City Manager** Complies with operational processes and guidelines.		
☑ **Finance Director** *Funds are available and complies with fiscal guidelines.*	RMB RMB	12/03/2021
☐ **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*		
☐ **Human Resources Director** *Complies with HR policies and procedures; positions are budgeted*		
☑ **Public Safety** (Fire) *Complies with Division/programmatic processes. Specify Fire or Police*	CCJ CCJ	12/01/2021
☐ **Public Works Director** *Complies with Division/programmatic processes*		
☑ **Other (Clerk's Office, Municipal Court, etc.)** (Purchasing) *Complies with Division/programmatic processes. Specify Area*	ASK	12/03/2021
☐ **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**

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

DECISION MEMO

TO: Tammie Saddler Jones
City Manager

THROUGH: Donald Toms
Assistant City Manager

FROM: Chad Jones CCJ
Fire Chief

DATE: November 30, 2021

SUBJECT: Approval of purchase 4- F150 Support Vehicles

Background:

The City of South Fulton Fire Rescue Department request to purchase four (4)- F150 pick-ups for support vehicles from Wade Ford via statewide contract. The vehicles will be assigned to Community Risk Reduction, Health and Wellness, Logistics, and the Training division. These vehicles will help in achieving our mission and vision of the department and deliver services to our internal and external stakeholders in a timely manner. Additionally, the vehicles have eco-boost engines which will assist with fuel conservation and are a benefit to our environment.

Decision Needed:

The South Fulton Fire and Rescue Department request City Council's approval to purchase four (4) F-150 pick-up trucks via statewide contract from Wade Ford in the amount not to exceed $131,309.00. Due to unexpected changes in the departments needs these requested capital items will be purchased using capital funding that was appropriated for "other response vehicles". Funds are available in fund: 350-3520-54-2200.

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.

Comments:

_____

_____

City Manager's Signature

Date

City of South Fulton
Agenda Item Summary

City Council Meeting Date December 14, 2021

Requesting Department	**Council District(s) Affected**
Fire	All

Requested Action

The South Fulton Fire and Rescue Department request City Council's approval to purchase four (4) F-150 pick-up trucks via statewide contract from Wade Ford in the amount not to exceed $131,309.00. Due to unexpected changes in the departments needs these requested capital items will be purchased using capital funding that was appropriated for "other response vehicles". Funds are available in fund: 350-3520-54-2200.

Requirements for Council Action (City specific Council policy, statute or code requirement)

Staff recommends Council approval.

Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)

The City of South Fulton Fire Rescue Department request to purchase four (4)- F150 pick-ups for support vehicles from Wade Ford via statewide contract. The vehicles will be assigned to Community Risk Reduction, Health and Wellness, Logistics, and the Training division. These vehicles will help in achieving our mission and vision of the department and deliver services to our internal and external stakeholders in a timely manner. Additionally, the vehicles have eco-boost engines which will assist with fuel conservation and are a benefit to our environment.

Funding Source (if applicable)

Capital Local Account Number 350-3520-54-2200

Financial Impact (if applicable)

N/A

Financial Impact Statement Received Yes ☐ No ☑

Legislative Process Complete Yes ☐ No ☑

Department Director Approval	**Finance Director Approval**
Chad C Jones Chad C Jones (Dec 1, 2021 20:58 EST)	Rachel Bembry Rachel Bembry (Dec 3, 2021 07:39 EST)

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**
	Vincent D. Hyman	

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2022 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, SWB

SWC #99999-SPD-ES40199373-002

Equipment included in Base price
3.3L V6 Flex Fuel engine
6 Speed Automatic Transmission
Factory Installed A/C
AM-FM Radio
Solar Tinted Glass
Power Steering/ABS Brakes
Rear view back up camera
Vinyl 40/20/40 Bench Seat
Rubber Floor Covering
Full Size Spare/ Step bumper
Autolamp headlights
Short Bed (6.5 ft)
6300 GVWR
P245/70Rx17 Tires
Ford SYNC (Bluetooth)
Crew Cab only:
Power Windows, Locks & Mirrors

Exterior Colors	Interior Color
D1 Stone Gray	Gray
PQ Race Red	"
HX Antimatter Blue	"
B3 Atlas Blue	"
JS Iconic Silver	"
UM Agate Black	"
M7 Carbonized Gray	"
YZ Oxford White	BLK.

School Bus Yellow is available at $925.00 per vehicle

FOB Allan Vigil Ford
Delivery- see chart, $75 minimum

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260
770-968-0680 Phone
678-364-3910 Fax

* **5.0L V8 or 3.5L Ecoboost engine required**
** **Not available with regular cab short wheel base**
*** **Requires 85A (Power W-L-M)**
**** **Super cab & Crew cab only**
***** **Crew Cab only**

Base Price $21,495.00

!!Pricing through 11/30/2021 only!!!

Options	Price		Code
5.0L V8 Flex Fuel engine	1,836.00	X	995
3.5L V6 EcoBoost engine**	2,388.00		99G
2.7L V6 Ecoboost	1,125.00		99P
Long Bed (8 ft)	295.00		145
Extended range fuel tank**	410.00		655
Super Cab (6.5 ft. bed)	2,525.00	X	X1C
Super Cab (8 ft. bed) *	3,690.00		X1C/Long
4x4 Option-**Regular cab**	3,495.00		F1E
4X4 Option-**Super&Crew Cabs**	3,045.00	X	X1E
Skid plates (4X4s only)	155.00		413
Crew Cab SWB (5.5 ft bed)	5,850.00		W1Cs
Crew Cab LWB* (6.5 ft bed)	6,740.00		W1C/Long
3.5L Hybrid engine-**Crew Cab)**	7,150.00		99D
Limited Slip Axle	525.00		XL9
Daytime Running Lights	42.00	X	942
Power Windows/Locks/Mirrors	1,088.00	X	85A
Power Seat-**requires 85A**	345.00	X	91P
XL w/ Power W-L-M, SYNC, AM/FM, & Cruise control.	2,075.00		101A
101A for Crew Cab	995.00		101A
Class IV Hitch **(w/o tow pkg)**	189.00		53B
Trailer Tow Pkg**(includes 67T)**	995.00	X	53A
Electric Brake Controller	265.00		67T
Tow Mirrors w/ spotlights***	495.00		54Y/59S
Running boards (black)	262.00	X	18B
Cruise Control	215.00	X	50S
40-20-40 Cloth Split Bench	N/C		CS
Cloth Buckets w/console****	275.00		WS
Rear window defroster	305.00		57Q/924
Fog Lights	135.00		595
Carpet w/ Mats	140.00		168
Aluminum Wheels & Bumpers	740.00		86A
SYNC 4 w/ SiriusXM	305.00		524/582
Bed Utility package	635.00		68L
Spray-in Bedliner	420.00	X	ATK
Reverse Sensing-**requires 53A or 53B**	255.00		76R
XLT Package	5,250.00		300A
XLT Power Driver Seat	330.00		91P
Navigation pkg **(XLT Only)**	755.00		50N
XL SSV Package	49.00		66S

Options total $10,773.00 x 3 = $32,319.00
Other vendor added equipment
Delivery
Total $96,804.00

Contact person Wayne A. Gilliard
Agency City of South Fulton Fire
Phone Number 470-898-7369 10/13/21

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2022 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, SWB

SWC #99999-SPD-ES40199373-002

Equipment included in Base price
3.3L V6 Flex Fuel engine
6 Speed Automatic Transmission
Factory Installed A/C
AM-FM Radio
Solar Tinted Glass
Power Steering/ABS Brakes
Rear view back up camera
Vinyl 40/20/40 Bench Seat
Rubber Floor Covering
Full Size Spare/ Step bumper
Autolamp headlights
Short Bed (6.5 ft)
6300 GVWR
P245/70Rx17 Tires
Ford SYNC (Bluetooth)
Crew Cab only:
Power Windows, Locks & Mirrors

Exterior Colors	Interior Color
D1 Stone Gray	Gray
PQ Race Red	"
HX Antimatter Blue	"
B3 Atlas Blue	"
JS Iconic Silver	"
UM Agate Black	"
M7 Carbonized Gray	"
YZ Oxford White	BLK.

School Bus Yellow is available at $925.00 per vehicle

FOB Allan Vigil Ford
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** **Not available with regular cab short wheel base**
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XLT Package	5,250.00		300A
XLT Power Driver Seat	330.00		91P
Navigation pkg **(XLT Only)**	755.00		50N
XL SSV Package	49.00		66S

Options total	$13,010.00
Other vendor added equipment	
Delivery	
Total	$34,505.00

Contact person: Wayne A. Gilliard
Agency: City of South Fulton Fire
Phone Number: 470-898-7369

10/13/21

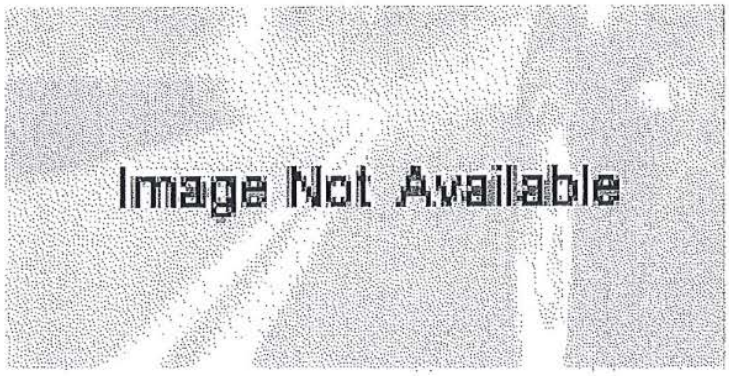
Signature:

Email: anthony.kerr@cityofsouthfultonga.gov

HARDY FAMILY FLEET GROUP
COLT DEEMS | 7704459411198 | CDEEMS@HARDYAUTOMOTIVE.COM

CITY OF SOUTH FULTON

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck



HARDY FAMILY FLEET GROUP
COLT DEEMS | 7704459411198 | CDEEMS@HARDYAUTOMOTIVE.COM

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Quote Worksheet

	MSRP
Base Price	$42,200.00
Dest Charge	$1,795.00
Total Options	$4,170.00
Subtotal	**$48,165.00**
FLEET ADJUSTMENT	($8,421.10)
Subtotal Pre-Tax Adjustments	**($8,421.10)**
Less Customer Discount	$0.00
Subtotal Discount	**$0.00**
Trade-In	$0.00
Subtotal Trade-In	**$0.00**
Taxable Price	**$39,743.90**
Sales Tax	$0.00
Subtotal Taxes	**$0.00**
Subtotal Post-Tax Adjustments	**$0.00**
Total Sales Price	**$39,743.90**

W. A. Hills 23 Aug. 22

Dealer Signature / Date

Customer Signature / Date

$119,231.70

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Data Version: 16769. Data Updated: Jun 22, 2022 6:43:00 PM PDT.

HARDY FAMILY FLEET GROUP
COLT DEEMS | 7704459411198 | CDEEMS@HARDYAUTOMOTIVE.COM

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MHT
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.69
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.8	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.28	Reverse Ratio (:1)	4.86
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Magna
Transfer Case Gear Ratio (:1), High	1.00	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.63		

Mileage

EPA Fuel Economy Est - Hwy	20 (2022) MPG	Cruising Range - City	384.00 mi
EPA Fuel Economy Est - City	16 (2022) MPG	Fuel Economy Est-Combined	18 (2022) MPG
Cruising Range - Hwy	480.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/325	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (✓ Complete)

Powertrain

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	9.8 (2022)	EPA Greenhouse Gas Score	N/A

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	N/A
Gross Axle Wt Rating - Rear	N/A	Curb Weight - Front	2878 lbs
Curb Weight - Rear	1939 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	4817.00 lbs
As Spec'd Payload	2183.00 lbs	Maximum Payload Capacity	2183.00 lbs
Gross Combined Wt Rating	15000 lbs	Gross Axle Weight Rating	N/A
Curb Weight	4817.00 lbs	Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7000.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	9300 lbs	Wt Distributing Hitch - Max Tongue Wt.	930 lbs
Fifth Wheel Hitch - Max Trailer Wt.	8200 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2050 lbs
Maximum Trailering Capacity	9500 lbs		

Frame

Frame Type	Box Ladder	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (✓ Complete)

Chassis

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Solid Axle
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.23	Axle Ratio (:1) - Rear	3.23
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	1.30 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QDV	Rear Tire Order Code	QDV
Spare Tire Order Code	XCQ	Front Tire Size	265/70R17
Rear Tire Size	265/70R17	Spare Tire Size	265/70R17SL
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x 8 in	Rear Wheel Size	17 x 8 in
Spare Wheel Size	17 x 8 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	46.3 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Chassis

Brakes

Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.5 x 1.18 in
Rear Brake Rotor Diam x Thickness	13.6 x 0.79 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	39.88 in
Second Leg Room	35.24 in	Second Shoulder Room	64.88 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	147.45 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.88 in
Width, Max w/o mirrors	81.24 in	Height, Overall	75.63 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.08 in	Ground Clearance, Rear	8.08 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	79.44 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.63 in

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Dimensions

Cargo Area Dimensions

Cargo Box (Area) Height	22.4 in	Tailgate Width	N/A
Cargo Volume	71.7 ft³	Ext'd Cab Cargo Volume	N/A

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK10753	2023 Chevrolet Silverado 1500 4WD Double Cab 147" Work Truck

COLORS

CODE	DESCRIPTION
G7C	Red Hot

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Requires (G80) auto-locking differential on CC10543 Crew Cab models. Not available with C*10703 Regular Cab model.)	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	0.00 lbs	0.00 lbs

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	0.00 lbs	0.00 lbs

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)	0.00 lbs	0.00 lbs

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
QDV	Tires, 265/70R17 all-terrain, blackwall	0.00 lbs	0.00 lbs

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Requires (QDV) 265/70R17 all-terrain blackwall tires or all 18" wheels and tires.)	0.00 lbs	0.00 lbs

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
G7C	Red Hot	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
H1T	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (✓ Complete)

OPTION DISCOUNT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
___	Option/package discount (Requires (L3B) 2.7L Turbo engine or (PEB) WT Value Package.) *DISCOUNT*	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PCV	WT Convenience Package includes (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror.)	0.00 lbs	0.00 lbs
PEB	WT Value Package includes (PCV) WT Convenience Package and (Z82) Trailering Package (Not available with (ZLQ) WT Fleet Convenience Package or (ZW9) pickup bed delete.) *GROSS*	0.00 lbs	0.00 lbs
Z82	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailering Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (L3B) 2.7L Turbo engine or (VYU) Snow Plow Prep Package.)	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (✓ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
CGN	Chevytec spray-on bedliner, Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Not available with (ZW9) pickup bed delete. Double Cab and Crew Cab models are available with Ship Thru codes (VBE), (VCO), (VDT), (VYC) or (VYS). Crew Cab and Regular Cab models are available with Ship Thru codes (A6T), (TW3), (VI1), (VKZ) or (WEZ).)	0.00 lbs	0.00 lbs
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (9C1) Police Pursuit Package. Upgradeable to (KSG) Adaptive Cruise Control.)	0.00 lbs	0.00 lbs
R7N	Not Equipped with Steering Column Lock, see dealer for details *CREDIT*	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
RVQ	LPO, Black tubular assist steps, 6" rectangular (dealer-installed) (Not available with any other assist steps.)	0.00 lbs	0.00 lbs
	Options Total	**0.00 lbs**	**0.00 lbs**

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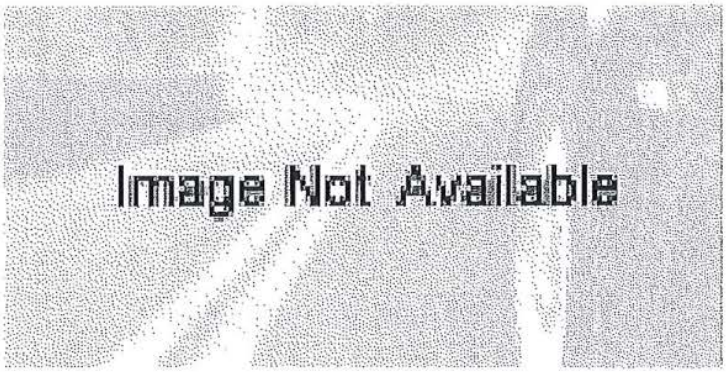
COLT DEEMS | 7704459411198 | CDEEMS@HARDYAUTOMOTIVE.COM

CITY OF SOUTH FULTON

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck



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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Quote Worksheet

	MSRP
Base Price	$42,200.00
Dest Charge	$1,795.00
Total Options	$4,170.00
Subtotal	**$48,165.00**
FLEET ADJUSTMENT	($8,421.10)
Subtotal Pre-Tax Adjustments	**($8,421.10)**
Less Customer Discount	$0.00
Subtotal Discount	**$0.00**
Trade-In	$0.00
Subtotal Trade-In	**$0.00**
Taxable Price	**$39,743.90**
Sales Tax	$0.00
Subtotal Taxes	**$0.00**
Subtotal Post-Tax Adjustments	**$0.00**
Total Sales Price	**$39,743.90**

Dealer Signature / Date

W. A. Wills 03 Aug. 22
Customer Signature / Date

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MHT
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.69
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.8	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.28	Reverse Ratio (:1)	4.86
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Magna
Transfer Case Gear Ratio (:1), High	1.00	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.63		

Mileage

EPA Fuel Economy Est - Hwy	20 (2022) MPG	Cruising Range - City	384.00 mi
EPA Fuel Economy Est - City	16 (2022) MPG	Fuel Economy Est-Combined	18 (2022) MPG
Cruising Range - Hwy	480.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/325	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Powertrain

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	9.8 (2022)	EPA Greenhouse Gas Score	N/A

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	N/A
Gross Axle Wt Rating - Rear	N/A	Curb Weight - Front	2878 lbs
Curb Weight - Rear	1939 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	4817.00 lbs
As Spec'd Payload	2183.00 lbs	Maximum Payload Capacity	2183.00 lbs
Gross Combined Wt Rating	15000 lbs	Gross Axle Weight Rating	N/A
Curb Weight	4817.00 lbs	Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7000.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	9300 lbs	Wt Distributing Hitch - Max Tongue Wt.	930 lbs
Fifth Wheel Hitch - Max Trailer Wt.	8200 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2050 lbs
Maximum Trailering Capacity	9500 lbs		

Frame

Frame Type	Box Ladder	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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Chassis

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Solid Axle
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.23	Axle Ratio (:1) - Rear	3.23
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	1.30 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QDV	Rear Tire Order Code	QDV
Spare Tire Order Code	XCQ	Front Tire Size	265/70R17
Rear Tire Size	265/70R17	Spare Tire Size	265/70R17SL
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x 8 in	Rear Wheel Size	17 x 8 in
Spare Wheel Size	17 x 8 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	46.3 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes

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Chassis

Brakes

Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.5 x 1.18 in
Rear Brake Rotor Diam x Thickness	13.6 x 0.79 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	39.88 in
Second Leg Room	35.24 in	Second Shoulder Room	64.88 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	147.45 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.88 in
Width, Max w/o mirrors	81.24 in	Height, Overall	75.63 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.08 in	Ground Clearance, Rear	8.08 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	79.44 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.63 in

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Dimensions

Cargo Area Dimensions

Cargo Box (Area) Height	22.4 in	Tailgate Width	N/A
Cargo Volume	71.7 ft³	Ext'd Cab Cargo Volume	N/A

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Selected Model and Options

MODEL

CODE	MODEL
CK10753	2023 Chevrolet Silverado 1500 4WD Double Cab 147" Work Truck

COLORS

CODE	DESCRIPTION
G7C	Red Hot

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Requires (G80) auto-locking differential on CC10543 Crew Cab models. Not available with C*10703 Regular Cab model.)	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	0.00 lbs	0.00 lbs

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	0.00 lbs	0.00 lbs

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
1WT	Work Truck Preferred Equipment Group Includes standard equipment	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (✓ Complete)

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)	0.00 lbs	0.00 lbs

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
QDV	Tires, 265/70R17 all-terrain, blackwall	0.00 lbs	0.00 lbs

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Requires (QDV) 265/70R17 all-terrain blackwall tires or all 18" wheels and tires.)	0.00 lbs	0.00 lbs

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
G7C	Red Hot	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
H1T	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	0.00 lbs	0.00 lbs

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OPTION DISCOUNT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
----	Option/package discount (Requires (L3B) 2.7L Turbo engine or (PEB) WT Value Package.) *DISCOUNT*	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PCV	WT Convenience Package Includes (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror.)	0.00 lbs	0.00 lbs
PEB	WT Value Package includes (PCV) WT Convenience Package and (Z82) Trailering Package (Not available with (ZLQ) WT Fleet Convenience Package or (ZW9) pickup bed delete.) *GROSS*	0.00 lbs	0.00 lbs
Z82	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailering Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (L3B) 2.7L Turbo engine or (VYU) Snow Plow Prep Package.)	0.00 lbs	0.00 lbs

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
CGN	Chevytec spray-on bedliner, Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Not available with (ZW9) pickup bed delete. Double Cab and Crew Cab models are available with Ship Thru codes (VBE), (VCO), (VDT), (VYC) or (VYS). Crew Cab and Regular Cab models are available with Ship Thru codes (A6T), (TW3), (VI1), (VKZ) or (WEZ).)	0.00 lbs	0.00 lbs
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (9C1) Police Pursuit Package. Upgradeable to (KSG) Adaptive Cruise Control.)	0.00 lbs	0.00 lbs
R7N	Not Equipped with Steering Column Lock, see dealer for details *CREDIT*	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
RVQ	LPO, Black tubular assist steps, 6" rectangular (dealer-installed) (Not available with any other assist steps.)	0.00 lbs	0.00 lbs
	Options Total	**0.00 lbs**	**0.00 lbs**

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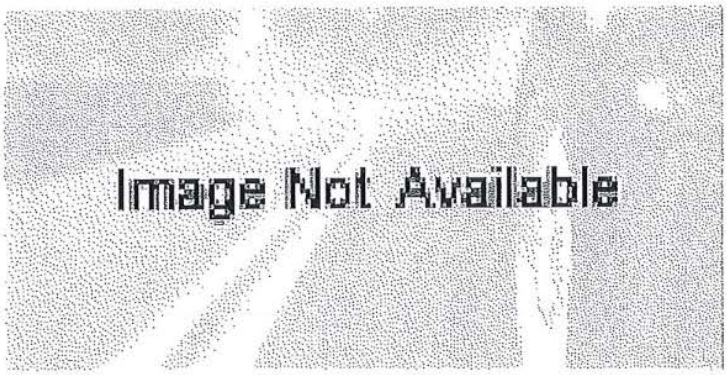
COLT DEEMS | 7704459411198 | CDEEMS@HARDYAUTOMOTIVE.COM

CITY OF SOUTH FULTON

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck



HARDY FAMILY FLEET GROUP
COLT DEEMS | 7704459411198 | CDEEMS@HARDYAUTOMOTIVE.COM

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (✓ Complete)

Quote Worksheet

	MSRP
Base Price	$42,200.00
Dest Charge	$1,795.00
Total Options	$4,170.00
Subtotal	**$48,165.00**
FLEET ADJUSTMENT	($8,421.10)
Subtotal Pre-Tax Adjustments	**($8,421.10)**
Less Customer Discount	$0.00
Subtotal Discount	**$0.00**
Trade-In	$0.00
Subtotal Trade-In	**$0.00**
Taxable Price	**$39,743.90**
Sales Tax	$0.00
Subtotal Taxes	**$0.00**
Subtotal Post-Tax Adjustments	**$0.00**
Total Sales Price	**$39,743.90**

W. A. Hill 23 Aug. 22

Dealer Signature / Date

Customer Signature / Date

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MHT
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.69
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.8	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.28	Reverse Ratio (:1)	4.86
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Magna
Transfer Case Gear Ratio (:1), High	1.00	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.63		

Mileage

EPA Fuel Economy Est - Hwy	20 (2022) MPG	Cruising Range - City	384.00 mi
EPA Fuel Economy Est - City	16 (2022) MPG	Fuel Economy Est-Combined	18 (2022) MPG
Cruising Range - Hwy	480.00 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/325	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	N/A		

Electrical

Cold Cranking Amps @ 0° F (Primary)	730	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Powertrain

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	9.8 (2022)	EPA Greenhouse Gas Score	N/A

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	N/A
Gross Axle Wt Rating - Rear	N/A	Curb Weight - Front	2878 lbs
Curb Weight - Rear	1939 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	4817.00 lbs
As Spec'd Payload	2183.00 lbs	Maximum Payload Capacity	2183.00 lbs
Gross Combined Wt Rating	15000 lbs	Gross Axle Weight Rating	N/A
Curb Weight	4817.00 lbs	Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	7000.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	9300 lbs	Wt Distributing Hitch - Max Tongue Wt.	930 lbs
Fifth Wheel Hitch - Max Trailer Wt.	8200 lbs	Fifth Wheel Hitch - Max Tongue Wt.	2050 lbs
Maximum Trailering Capacity	9500 lbs		

Frame

Frame Type	Box Ladder	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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Chassis

Suspension

Suspension Type - Front	Independent	Suspension Type - Rear	Solid Axle
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	3.23	Axle Ratio (:1) - Rear	3.23
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	1.30 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QDV	Rear Tire Order Code	QDV
Spare Tire Order Code	XCQ	Front Tire Size	265/70R17
Rear Tire Size	265/70R17	Spare Tire Size	265/70R17SL
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x 8 in	Rear Wheel Size	17 x 8 in
Spare Wheel Size	17 x 8 in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

Steering

Steering Type	Electric Rack & Pinion	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	46.3 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes

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Chassis

Brakes

Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	13.5 x 1.18 in
Rear Brake Rotor Diam x Thickness	13.6 x 0.79 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	39.88 in
Second Leg Room	35.24 in	Second Shoulder Room	64.88 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	147.45 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.88 in
Width, Max w/o mirrors	81.24 in	Height, Overall	75.63 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	N/A
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.08 in	Ground Clearance, Rear	8.08 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	79.44 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.63 in

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Dimensions

Cargo Area Dimensions

Cargo Box (Area) Height	22.4 in	Tailgate Width	N/A
Cargo Volume	71.7 ft³	Ext'd Cab Cargo Volume	N/A

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10753) 4WD Double Cab 147" Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK10753	2023 Chevrolet Silverado 1500 4WD Double Cab 147" Work Truck

COLORS

CODE	DESCRIPTION
G7C	Red Hot

EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Requires (G80) auto-locking differential on CC10543 Crew Cab models. Not available with C*10703 Regular Cab model.)	0.00 lbs	0.00 lbs

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	0.00 lbs	0.00 lbs

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	0.00 lbs	0.00 lbs

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs

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WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)	0.00 lbs	0.00 lbs

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
QDV	Tires, 265/70R17 all-terrain, blackwall	0.00 lbs	0.00 lbs

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Requires (QDV) 265/70R17 all-terrain blackwall tires or all 18" wheels and tires.)	0.00 lbs	0.00 lbs

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
G7C	Red Hot	0.00 lbs	0.00 lbs

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	0.00 lbs	0.00 lbs

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
H1T	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	0.00 lbs	0.00 lbs

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OPTION DISCOUNT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
—	Option/package discount (Requires (L3B) 2.7L Turbo engine or (PEB) WT Value Package.) *DISCOUNT*	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PCV	WT Convenience Package includes (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror.)	0.00 lbs	0.00 lbs
PEB	WT Value Package includes (PCV) WT Convenience Package and (Z82) Trailering Package (Not available with (ZLQ) WT Fleet Convenience Package or (ZW9) pickup bed delete.) *GROSS*	0.00 lbs	0.00 lbs
Z82	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailering Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	0.00 lbs	0.00 lbs
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	0.00 lbs	0.00 lbs
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (L3B) 2.7L Turbo engine or (VYU) Snow Plow Prep Package.)	0.00 lbs	0.00 lbs

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ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
CGN	Chevytec spray-on bedliner, Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Not available with (ZW9) pickup bed delete. Double Cab and Crew Cab models are available with Ship Thru codes (VBE), (VCO), (VDT), (VYC) or (VYS). Crew Cab and Regular Cab models are available with Ship Thru codes (A6T), (TW3), (VI1), (VKZ) or (WEZ).)	0.00 lbs	0.00 lbs
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (9C1) Police Pursuit Package. Upgradeable to (KSG) Adaptive Cruise Control.)	0.00 lbs	0.00 lbs
R7N	Not Equipped with Steering Column Lock, see dealer for details *CREDIT*	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)	0.00 lbs	0.00 lbs

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
RVQ	LPO, Black tubular assist steps, 6" rectangular (dealer-installed) (Not available with any other assist steps.)	0.00 lbs	0.00 lbs
	Options Total	**0.00 lbs**	**0.00 lbs**

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khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 6:00 p.m. Request Council Approval of Intergovernmental Agreement with City of Atlanta Fire Rescue Department. This agreement allows South Fulton Fire & Rescue to provide fire and emergency services to areas off New Hope Road and Cascade Road for $680,022 per year (payable by Atlanta Fire Rescue).

DATE: August 23, 2022

SUBJECT: 6:00 p.m. Request Council Approval of Intergovernmental Agreement with City of Atlanta Fire Rescue Department. This agreement allows South Fulton Fire & Rescue to provide fire and emergency services to areas off New Hope Road and Cascade Road for $680,022 per year (payable by Atlanta Fire Rescue).

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
IGA	Cover Memo	8/20/2022

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 23, 2022	Chad Jones

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Fire & Rescue	District 1; but all could be

REQUESTED ACTION

Request approval of Intergovernmental Agreement with City of Atlanta Fire Rescue Department - Fire & Rescue

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

Request City Council's approval of Intergovernmental Agreement with City of Atlanta Fire Rescue Department

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

Request approval to renew and approve IGA with Atlanta Fire Rescue Department. This agreement allows South Fulton Fire & Rescue to provide fire and emergency services to areas off New Hope Road and Cascade Road for $680,022.22 per year (payable by Atlanta Fire Rescue). South Fulton Fire & Rescue would maintain staffing at 4 people on engine 2 located on Cascade Rd to respond to incidents referenced in IGA for the City of Atlanta. There are no changes to this IGA from the previous IGA.

FUNDING SOURCE

(If applicable)
N/A

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Chad Jones, Chief — Date: August 10, 2022

Tammi Saddler Jones, City Manager — Date:

Corey Adams, City Clerk — Date:

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.*		
❑ **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*		
❑ **Human Resources Director** *Complies with HR policies and procedures; positions are budgeted*		
❑ **Public Safety** *Complies with Division/programmatic processes. Specify Fire or Police*	Chad C. Jones	8/5/2022
❑ **Public Works Director** *Complies with Division/programmatic processes*		
❑ **Other (Clerk's Office, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area*		
❑ **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 8/23/2022

Requesting Department	**Council District(s) Affected**
Fire Department	District 1 but all could be

Requested Action
To approve IGA with city of Atlanta Fire Rescue Department.

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)

Request to renew and approve IGA with Atlanta Fire Rescue Department. For South Fulton Fire Rescue to provide fire and emergency services to areas off New Hope Road and Cascade Rd for $680,022.22 a year. South Fulton Fire Rescue would maintain staffing at 4 on engine 2 located on Cascade Rd to respond to incidents referenced in IGA for the city of Atlanta. There are no changes to this IGA from the previous IGA previously approved.

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**
Chad C. Jones		

Assistant City Manager Approval	**City Attorney Approval**	**City Manager Approval**

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

TAMMI SADDLER JONES
CITY MANAGER

CHAD C. JONES
FIRE CHIEF

DECISION MEMO

TO: Tammi Saddler Jones
City Manager

THROUGH: Donald Toms
Assistant City Manager

FROM: Chad C. Jones
Fire Chief

DATE: August 5, 2022

SUBJECT: **IGA with Atlanta Fire Department**

Background:

This is a request continue to provide fire and emergency services to part of Atlanta in station 2 territory. This agreement is the same agreement that has been in place for several years and needs updating. The city has agreed to continue to pay the city of South Fulton $680,022.22 for services. This would be in two payments per year.

Decision Needed:
We are requesting your approval to continue the IGA with Atlanta.

Decision: **Approved ❑ Disapproved ❑**

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

Comments:

_____

_____

_____ _____

Signature **Date**

CITY OF ATLANTA

INTERGOVERNMENTAL AGREEMENT OF AUTOMATIC AID

This agreement is made and entered into this ___ day of _____, 2022, by and between THE CITY OF ATLANTA, GEORGIA, a municipal corporation existing under the laws of the State of Georgia (referred hereto as "the City") and THE CITY OF SOUTH FULTON, GEORGIA, a municipal corporation existing under the laws of the State of Georgia (referred hereto as "COSF").

WITNESSETH

WHEREAS, the City of Atlanta and City of South Fulton have contiguous boundaries; and

WHEREAS, South Fulton, Georgia is a constitutionally created political subdivision of the State of Georgia, acting by and through its duly elected governing body; and

WHEREAS, the City of Atlanta is a municipality City organized under the Laws of the State of Georgia, acting by and through its duly elected City Council; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶3 prohibits cities and counties from exercising governmental authority within each other's boundaries except by intergovernmental agreement or as otherwise provided by law; and

WHEREAS, the COSF and City desire to enter into an Intergovernmental Agreement for the COSF to provide fire protection, fire suppression, emergency medical, hazardous material, technical rescue

and support assistance within specific boundaries of the City for a term of one (1) year commencing upon execution of this Intergovernmental Agreement ("IGA"). This agreement may renew annually on the execution date of each successive year for up to a period of three (3) years only by written consent of the parties.

WHEREAS, the COSF and the City resolve to provide the best possible protection to their citizens in accordance with Georgia Law O.C.G.A. § 25-6-1 as now existing and hereafter amended, and as may be applicable, to prevent disastrous incidents from occurring and maximize on saving of life and property when disastrous incidents do occur by sharing of resources by like-minded jurisdictions.

WHEREAS, the City and COSF each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue, emergency medical services, hazardous material, technical rescue and support services; and

WHEREAS, it is the desire of the respective governing authorities represented by the signatories hereto, to enter into this Agreement for Automatic Aid pursuant to the Georgia Automatic Aid Act O.C.G.A. § 36-69-4, as existing and hereafter amended and as may be applicable, adopted pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, paragraph 3.

NOW THEREAFTER BE IT RESOLVED AS FOLLOWS:

The City of South Fulton, Georgia designates the Fire Chief or his/her designee to act on behalf of COSF on all matters relating to the activities and functions of the Georgia Automatic Aid Pact.

The City of South Fulton, Georgia may withdraw its agreement by delivering written notice to the City of Atlanta Fire Rescue Chief giving ninety (90) days' notice pursuant to O.C.G.A. § 25-6-1, et seq.

There shall be no liability imposed on the COSF for any action or failure to act as a party of this Agreement/Pact. (O.C.G.A. § 25-6-5)

That the COSF or his/her designee shall be authorized to act on behalf of the City of South Fulton Fire Department on all matters relating to the activities and functions of the Automatic Aid Resource Agreement/Pact once it has been established.

That the COSF Fire Department's liabilities, privileges, and immunities, including those of its firefighters and other personnel acting on its behalf, shall be governed by O.C.G.A. § 25-6-1, et seq.

That each party agrees to furnish resources and facilities and to render services to prevent and combat any type of fire disaster or major emergency in accordance with duly adopted Automatic Aid Plans (Georgia Emergency Operations Plan [GEOP], Emergency Management Assistance Compact [EMAC], Local Emergency Operational Plan [LEOP], Georgia Automatic Aid State Fire And Rescue Response Plan) whether heretofore or hereafter adopted, detailing the method and manner by which such resources, facilities, and services are to be made available and furnished, which operational plans may include provisions for training and testing to make such automatic aid effective; provided, however, that no party shall be required to deplete unreasonably its own resources, facilities, and services in furnishing such automatic aid.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

PURPOSE AND INTENT- 1.0

1(a): The purpose of this Agreement is for the COSF to provide timely, as defined by current industry standards, fire protection, fire suppression, emergency medical, hazardous material, technical rescue and support assistance within specific areas of the City, to include both operations and administrative reporting and statistics, for a period commencing upon execution of this IGA.

1(b): The COSF therefore agrees to provide the City with services consistent with the overall quality of services provided throughout the COSF.

1(c): The City will pay for the costs of providing such services as agreed upon within this Agreement and cooperate with the COSF in the provision of those fire rescue services.

AUTOMATIC AID – 2.0

2(a): The level of automatic aid shall exist at a level agreed upon in writing and signed by both, the City of Atlanta Fire Chief and the City of South Fulton Fire Chief or a designee of the respective Fire Chief.

2(b): The automatic aid furnished may be recalled at the discretion of the Fire Chief or Commissioner/Director of Public Safety or their designee of the furnishing jurisdiction.

2(c): The parties will participate in joint training exercises annually to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Fire Chief or designee of the respective Fire Chief.

2(d): Requesting parties will accept credentials of deployed teams and resources as defined by the Georgia State Standards and Training Council and in other response plans (local, regional, state, interstate) as specifically defined.

STANDBY OF EQUIPMENT – AUTOMATIC AID – 3.0

3(a): Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary for its own department.

3(b): In the event that a jurisdiction has dedicated a major amount of fire suppression or specialized equipment on an incident, the jurisdiction may request aid to cover vacant areas by locating AUTOMATIC aid units into the affected jurisdiction.

SUPERVISION – 4.0

4(a): The furnishing jurisdiction shall dispatch a Chief Officer (Incident Command System [ICS], National Incident Management System [NIMS] Qualified Incident Commander). The Chief Officer shall coordinate resources of the furnishing jurisdiction and shall report to the Chief Officer of the receiving jurisdiction.

4(b): When the furnishing jurisdiction's (Incident Command System, National Incident Management System Qualified Incident Commander) Chief Officer arrives before the (Incident Command System, National Incident Management System Qualified Incident Commander) Chief Officer of the receiving jurisdiction, that officer shall coordinate and give the general directions as to the work to be done. This officer will be in command until properly relieved by the Chief Officer of the jurisdiction receiving aid.

4(c): Personnel who are being furnished will work under their own supervisors and with their own equipment except as provided in paragraph 2(a).

4(d): All general direction relative to the work will be given by the appropriate officers of the receiving jurisdiction to the (Incident Command System, National Incident Management System Qualified Incident Commander) Chief Officer of the furnishing jurisdiction under the authority of O.C.G.A. § 36-69-3(b, e) except as provided in paragraph 2(a).

LIABILITY – 5.0

5(a): There is no special duty imposed by this Agreement on either party or its respective personnel to respond to fire, rescue, or other calls pursuant to this Agreement as per O.C.G.A. § 25-6-5-(a).

5(b): No employee of a party shall be deemed to be an employee or agent of the other party because of any action or incident arising pursuant to this Agreement as per O.C.G.A. § 25-6-5-(b).

5(c): All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction as per O.C.G.A. § 25-6-5-(c).

COMPENSATION FOR AID – 6.0

6(a): For fire and rescue services to be rendered pursuant to this Agreement, the City shall pay to the COSF an annual amount of Six Hundred Eighty Thousand and Twenty-Two Dollars and Twenty-Two Cents ($680,022.22) which shall be remitted to the COSF as follows: two payments of Three Hundred Forty Thousand and Eleven Dollars and Eleven Cents ($340,011.11), net fifteen (15) days of receipt and acceptance of invoice from COSF. For each subsequent year, Six Hundred Eighty Thousand and Twenty-Two Dollars and Twenty-Two Cents ($680,022.22) shall be remitted to the COSF as follows: the first installment of Three Hundred Forty Thousand and Eleven Dollars and Eleven Cents ($340,011.11) is due net 15 days from receipt and acceptance of invoice from COSF, with final payment of Three Hundred Forty Thousand and Eleven Dollars and Eleven Cents ($340,011.11) remitted net 15 days from receipt and acceptance of invoice provided to the City. The above-mentioned payments shall be made in compliance with the current Fiscal Calendar for the City.

All invoices shall be submitted to:

Atlanta Fire Rescue Department
Fiscal Business Manager/ Accounting Office
226 Peachtree Street, SW

Atlanta, Georgia 30303
ATLFIRECHIEF@atlantaga.gov

6(b): The parties agree that this annual amount of this IGA is subject to the consumer price index which accounts for an increase adjustment due to the effect of inflation on the real value of money. This contract shall be adjusted by an amount based on the Consumer Price Index for the Atlanta Metropolitan Area, as reported on December 1st of each year, and shall not exceed three percent (3%) per year. Each annual contract adjustment shall be subject to City Council approval.

6(c): Equipment, personnel, and/or services provided pursuant as mutual aid for periods or durations not exceeding 24 hours shall be at no charge to the party requesting aid with the only exception of expendable items such as foam which shall be replaced by the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar recovery of funds from any state or federal agency under any existing statutes.

COSF FIRE DEPARTMENT SERVICES - 7.0

7(a): The COSF Fire Department will automatically respond and utilize resources when providing fire prevention, fire suppression, emergency medical, hazardous material, technical rescue, and support services in contiguous geographic service areas of Atlanta Fire Station 36 on a continual 24-hour per day basis in accordance with Georgia law, County Ordinances, City Ordinances. These services shall be provided within the jurisdictional boundaries of the City enumerated in Attachment A, attached hereto and hereby incorporated into this IGA.

7(b): The COSF Fire Department providing the aid shall provide the equivalent of comparably equipped unit(s) as determined by ICS-420-1 and existing units being utilized by the COA; and staffed with a minimum of four members in each instance of emergency based on local conditions at the time of emergency.

7(c): The COSF Fire Department units will respond to all calls-for-service within the specific jurisdictional limits of the City as enumerated in Attachment A, as dispatched through the 911 system.

7(d): The COSF Fire Department unit(s) shall be deemed the primary responder in the areas identified (see Attachment A) and shall make every reasonable effort to meet all existing performance metrics as noted for EMS and Fire with response targets provided by AFRD while maintaining safe operations, consistent with the departmental average response time.

7(e): The COSF Fire Department will respond to and render aid in emergency, lifesaving and in-progress fire incidents occurring inside the boundaries of the City, and to locations covered by existing county mutual aid agreements. If the county fire department personnel must respond to incidents occurring outside the boundaries of the City, the City shall ensure sufficient Fire Department personnel remain in the City to continue routine and emergency fire suppression and emergency medical activities.

EQUIPMENT -8.0

8(a): The COSF shall provide uniformed firefighters, of any rank, with the COSF's own standard support equipment necessary to carry out the fire suppression, fire protection and emergency medical services functions contemplated by this Agreement.

8(b): The COSF shall furnish and maintain in good working condition for the benefit of the City, all necessary emergency communication facilities and equipment necessary and proper for the

purpose of performing the services, duties and responsibilities described in this Agreement.

8(c): Each COSF fire engine, ladder truck and battalion vehicle shall be furnished with standard support equipment as necessary and appropriate to carry out services contemplated by this Agreement.

8(d): There shall only be one public address (PA) system at Fulton County Station 2 and this system shall be properly connected to speakers needed to meet the requirement of NFPA 1221 § 8.1.1.9. Both parties shall communicate together and coordinate any changes related to this section. Further, the City shall be responsible for all costs and expenses associated with the installation of equipment needed for operating the PA system.

RECORDKEEPING AND REPORTING -9.0

9(a): The COSF Fire Department is the central repository for all departmental records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. During the term of this Agreement, the COSF will continue to maintain all reports relating to Fire Department activity within the City.

9(b): The COSF shall prepare and deliver quarterly performance reports to the City Fire Chief or his/her designee. The reports shall conform to the manner that the City and the Atlanta Fire Rescue Department ("AFRD") reports in bi-weekly ATL STAT and must describe the type and number of calls for fire and first responder non-transport emergency medical services responded to by the COSF Fire Department.

9(c): The COSF shall assign a senior member of their command staff to attend, participate and report at each AFRD STAT presentation adhering to the customary reporting models for such presentations and AFRD STAT sessions.

9(d): Except as limited by any provision of state or federal law, the City may request, review and

access data and COSF records to ensure compliance with this Agreement.

9(e): The COSF Fire Department shall document incidents within the City of Atlanta using the equipment and records management system (RMS) provided by the COSF Fire Department.

9(f): The COSF shall collect calls for service data consistently throughout this agreement and shall archive and preserve said data for a period of twelve (12) months beyond the term of this agreement.

NOTICE OF NON-AVAILABILITY OR INABILITY TO PROVIDE SERVICES -10.0

10(a): The COSF shall provide real-time notice of non-availability or an inability to respond, as required in this Agreement, to calls for service to the Operations Deputy Chief of AFRD.

10(b): The COSF shall provide advanced notice when the responding COSF fire station will be closed for any reason due to inadequate personnel levels, training, or any other reasons where required service levels are inhibited.

EVENT OF DEFAULT -11.0

An event of default shall mean a material breach of this Agreement by the COSF as follows:

11(a): COSF repeatedly disregards local priorities established by the Mayor of the City of Atlanta which the COSF is required to observe by this Agreement and which have been communicated in writing by action of the Atlanta City Council to the COSF on more than one occasion.

11(b): The COSF consistently fails to meet the levels of service outlined in Article 4, which failure has been communicated in writing by action of the Atlanta City Council to the COSF on more than one occasion.

An event of default shall mean a material breach of this Agreement by the City as follows:

11(c): Failure of the City to make prompt payment as stipulated in section 5.0.

11(d): In the event that the City fails to make prompt payment, the COSF must notify the City of

said breach by written communication.

RELEASE OF CLAIMS – 12.0

12(a): Each of the parties agrees to release the other party from any and all liabilities, claims, judgments, costs, or demands for damage to its own property whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other party during the provision of service pursuant of this Agreement as per O.C.G.A. § 25-6-5(b).

THIRD PARTY BENEFICIARIES – 13.0

13(a): This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit to any third party or parties, and no third parties shall have any right of action hereunder for any cause whatsoever.

TERM OF AGREEMENT –14.0

14(a): This Agreement shall commence upon its execution as of the date first entered above. Renewal of this Agreement shall require written notice by both the COSF and the City and shall not be automatic.

14(c): Nothing in this article shall preclude termination pursuant to section 11.

ENTIRE AGREEMENT – 15.0

15(a): This Agreement shall constitute the entire Agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written Agreement.

15(b): This Agreement shall be the sole instrument for the provision of emergency fire and rescue service AUTOMATIC aid between the parties.

TERMINATION – 16.0

16(a): Either party of this Agreement may terminate the Agreement by giving not less than ninety (90) days advance written notice to the other party.

16(b): Upon termination of this Agreement (termination date) the City will be eligible for a pro-rated reimbursement of funds for service(s) not provided under this Agreement.

SEVERABILITY OF TERMS – 17.0

17(a): In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

17(b): No terms contained in this Agreement shall be deemed to conflict with or alter the terms of the Intergovernmental Agreement for the Provision of Fire and Rescue Services between City of South Fulton, Georgia and The City of Atlanta, Georgia ("Intergovernmental Agreement"). If there arises such a conflict, The Intergovernmental Agreement shall take precedence and continue to be binding. To the extent that a Court of competent jurisdiction finds any such conflict, the provision of this Agreement that is found to be conflicting shall be severed and the remainder of this Agreement will continue in full force and effect as if the conflicting provision or portion were not part of this Agreement.

GOVERNING LAW – 18.0

18(a): This Agreement shall be governed in all respects by the laws of the State of Georgia.

CONSTRUCTION – 19.0

19(a): Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the parties under an AUTOMATIC Aid Agreement as specifically provided by the Georgia AUTOMATIC Aid Act O.C.G.A. § 39-69-1, et seq.

IN WITNESS WHEREOF, we have caused this Agreement to be executed on the date appearing above.

CITY OF ATLANTA, GEORGIA

Attest:

By: _____
Mayor, City of Atlanta

_____
Municipal Clerk (seal)

Recommended:

Approved to Form:

By: _____
Fire Chief, City of Atlanta

_____
City Attorney

THE COUNTY OF FULTON, GEORGIA

By: _____
Mayor, City of South Fulton

_____
Witness

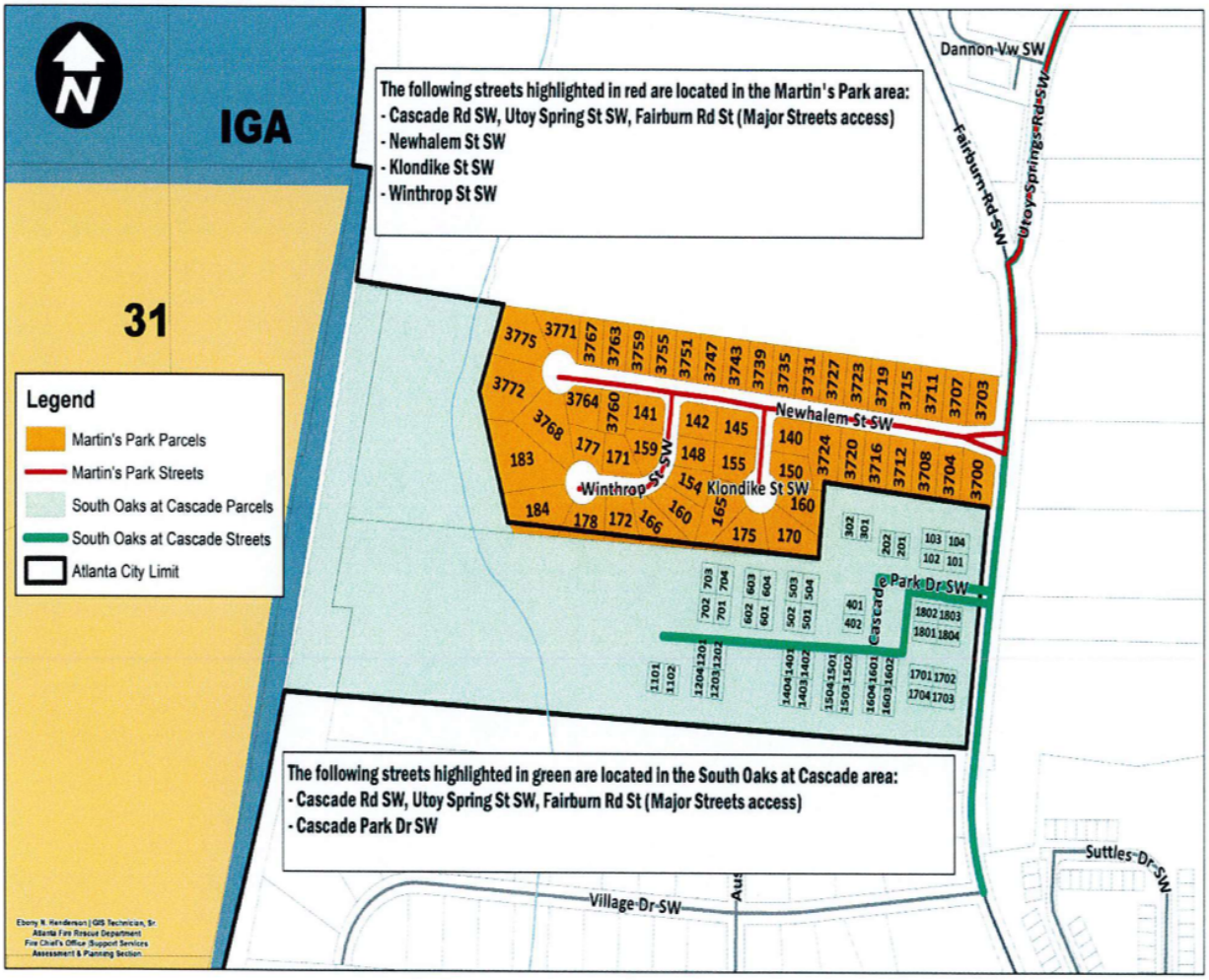
By: _____
Fire Chief, City of South Fulton

_____
Witness

Addendum A
Automatic Aide Coverage Model

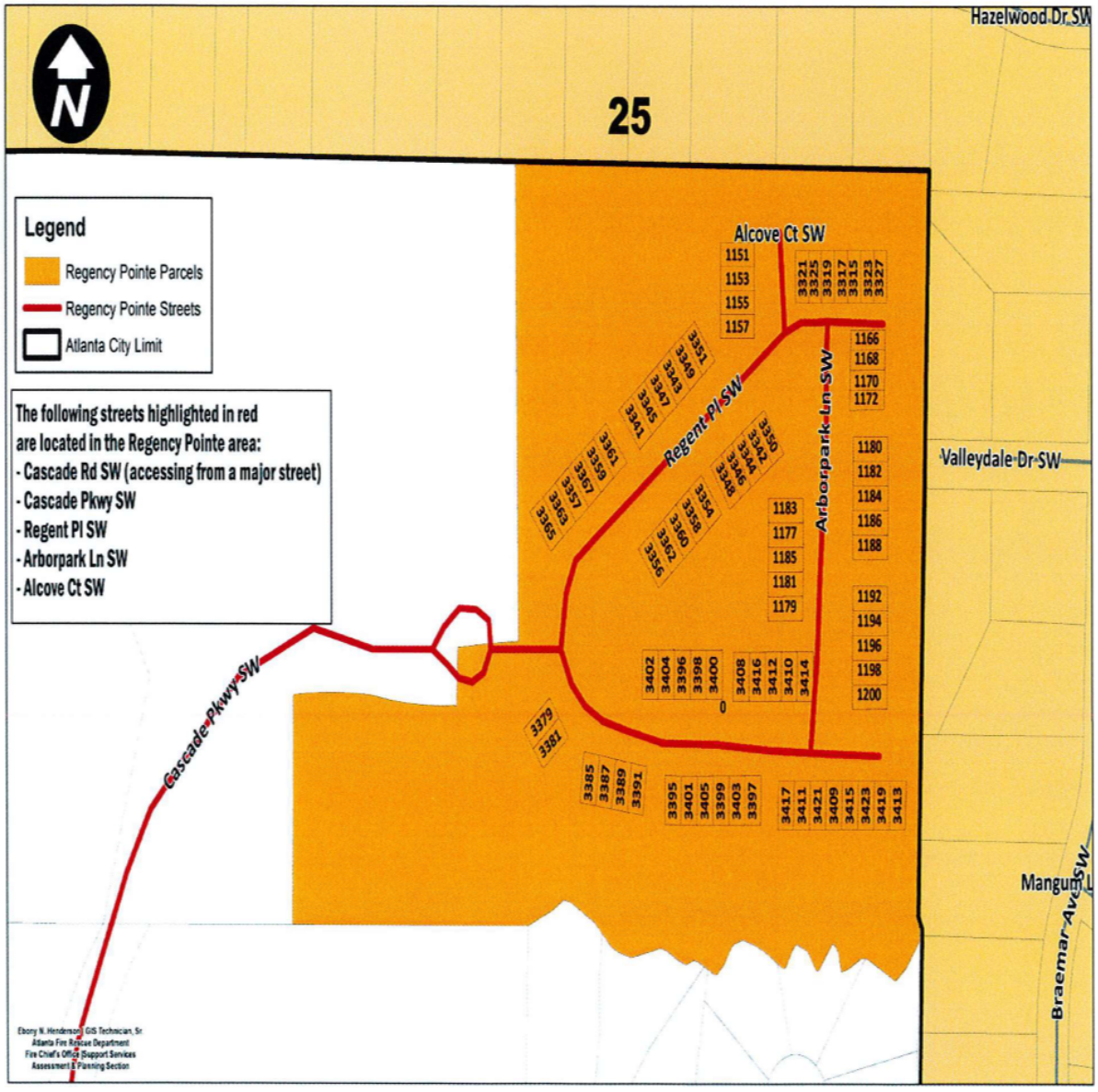
Martin's Park Area Overview

The residential area known as Martin's Park is located off of Fairburn Road in unincorporated Fulton County. Martin's Park is 11.66 acres and includes the streets of Winthrop Street, Newhalem Street, and Klondike Street. Martin's Park has 51 parcels and a population of approximately 143.



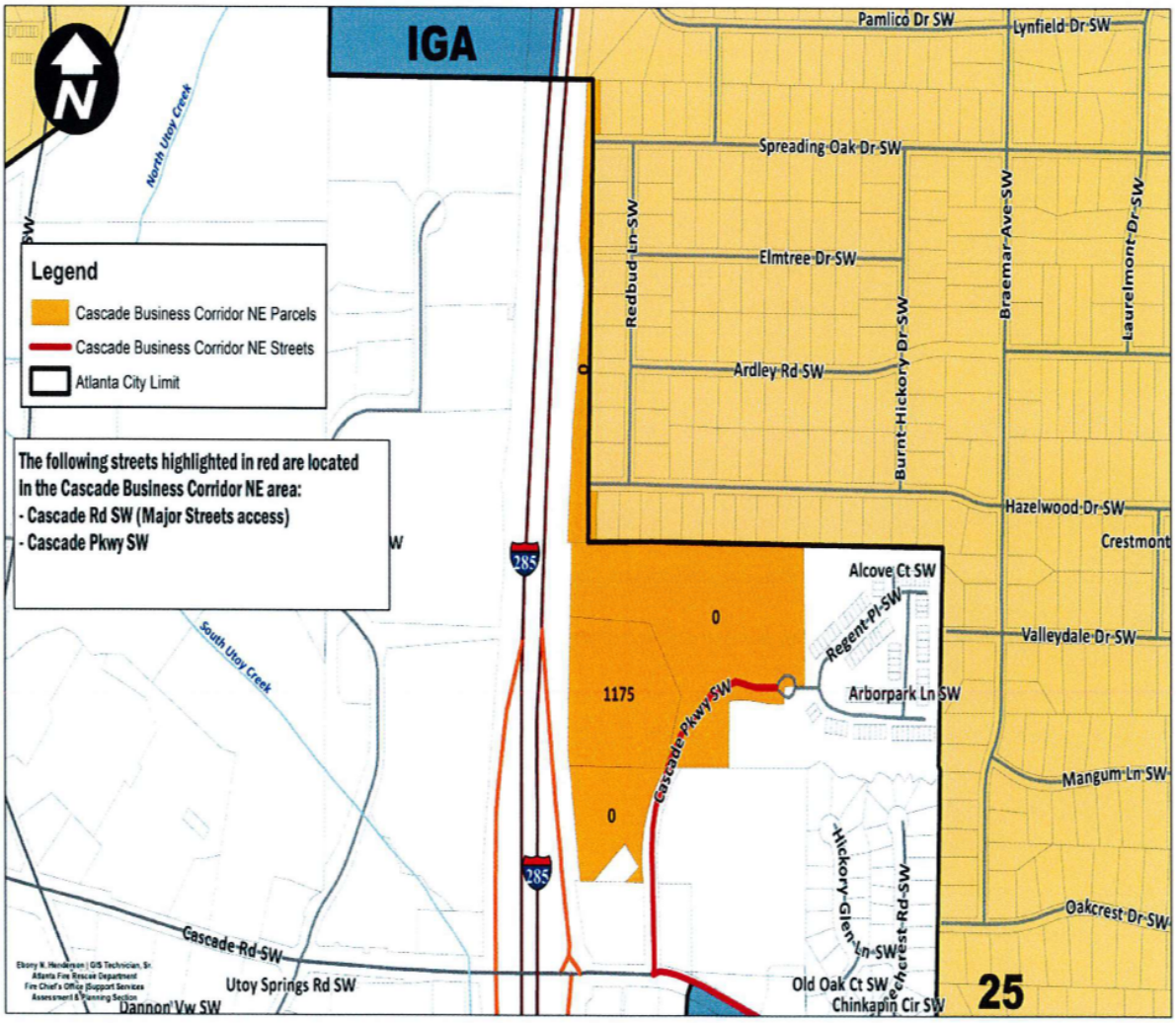
Regency Point

The residential area known as **Regency Pointe** is located off of Cascade Road in unincorporated Fulton County. **Regency Pointe** is 15.32 acres and includes the streets of Arbor Park Lane, Regent Place, and Alcove Court. **Regency Pointe** has 83 parcels and a population of approximately 192.



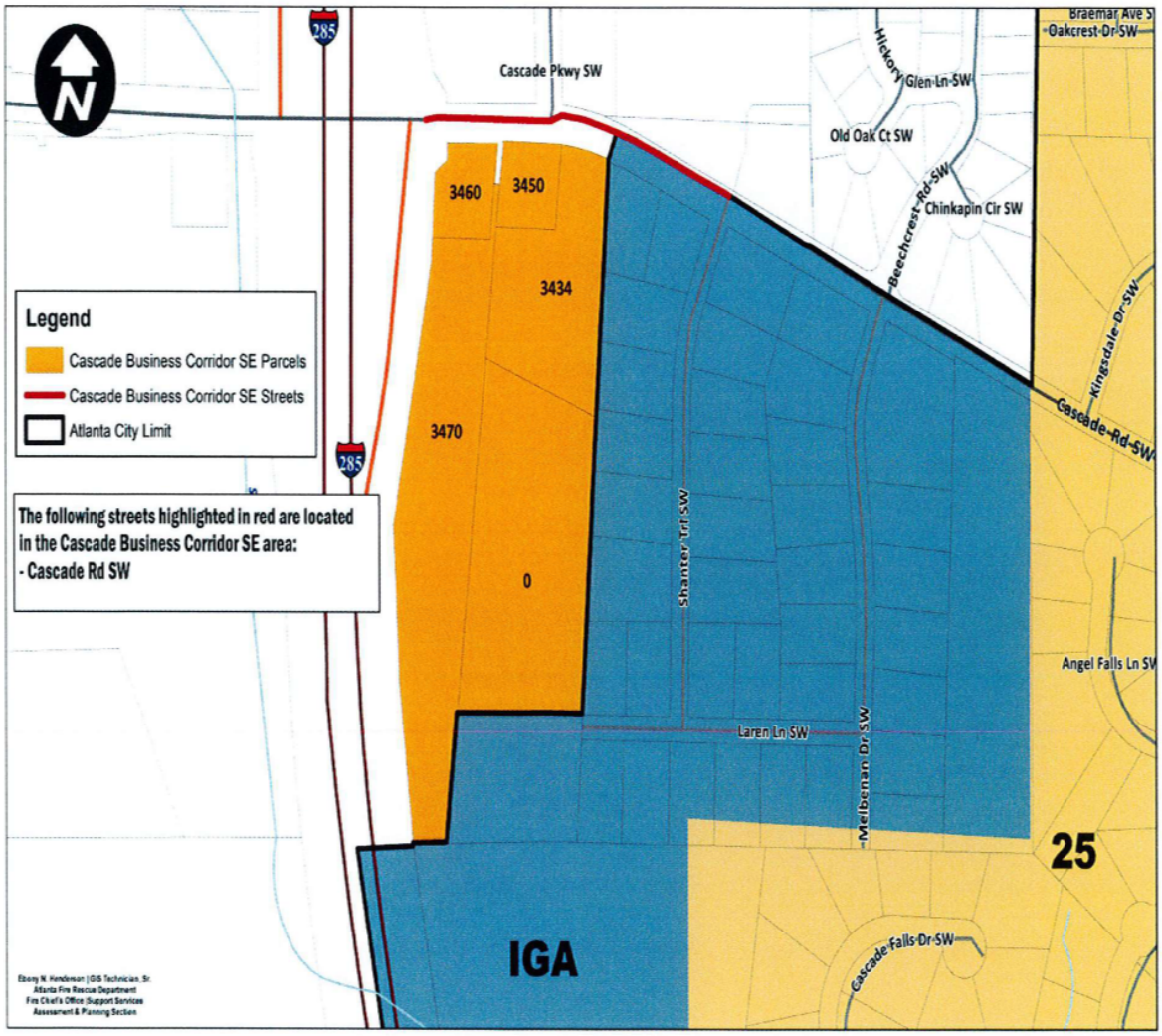
Northeast Cascade Business Corridor Area Overview

The commercial area known as **Northeast Cascade Business Corridor** is located off of Cascade Road in unincorporated Fulton County. **Northeast Cascade Business Corridor** is 23.64 acres and includes the streets of Cascade Road. **Northeast Cascade Business Corridor** has 4 parcels and no residential population.



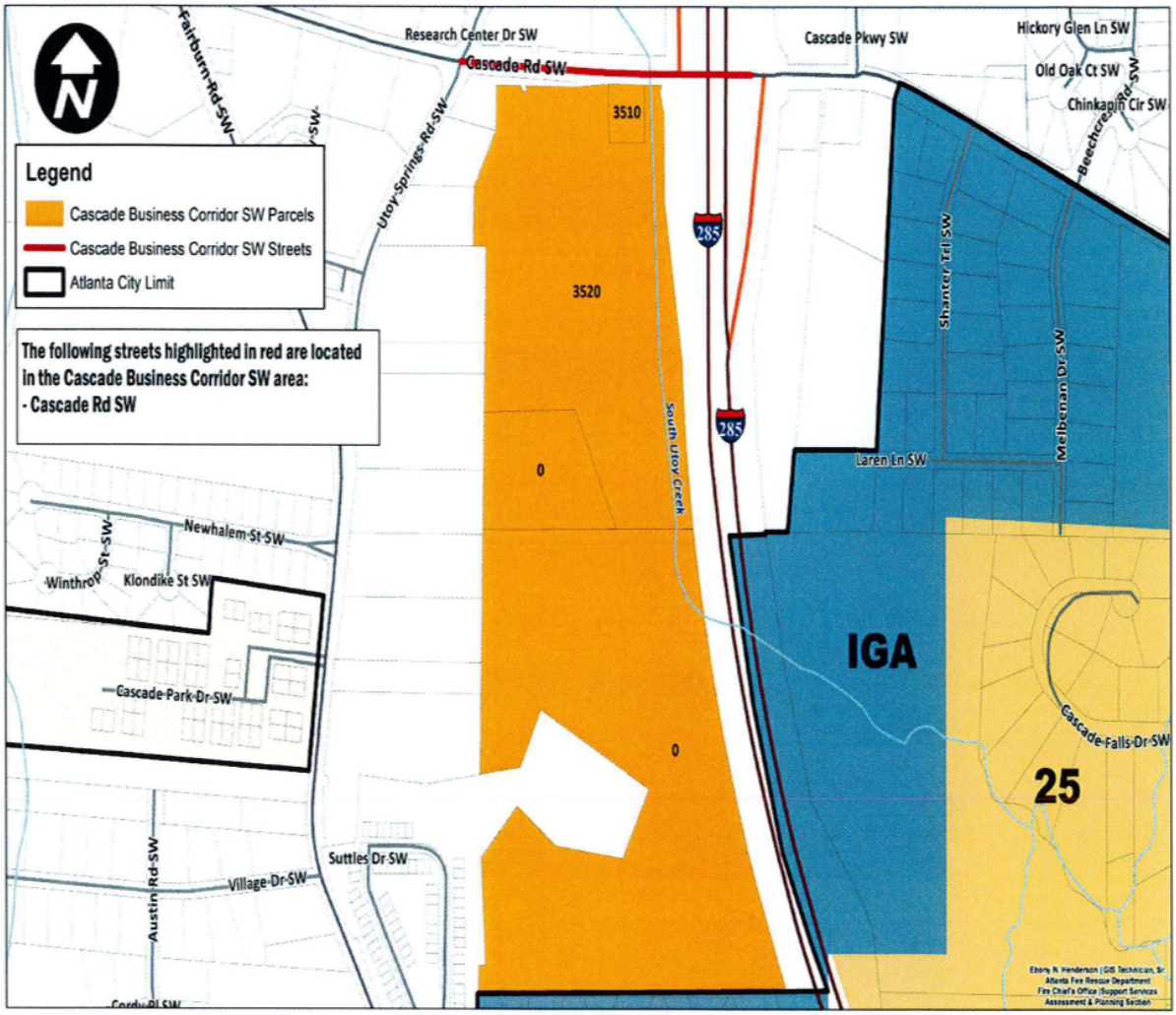
Southeast Cascade Business Corridor Area Overview

The commercial area known as **Southeast Cascade Business Corridor** is located off of Cascade Road in unincorporated Fulton County. **Southeast Cascade Business Corridor** has 4 parcels and no residential population.



Southwest Cascade Business Corridor Area Overview

The commercial area known as **Southwest Cascade Business Corridor** is located off of Cascade Road in unincorporated Fulton County. **Southwest Cascade Business Corridor** has 2 parcels and no residential population



Streets Annexed into Atlanta 2017

Martin's Park Streets

Cascade Rd SW, Utoy Spring St SW,
Fairburn Rd St (Major Streets access)
Newhalem St SW
Klondike St SW
Winthrop St SW

Streets from Previous Intergovernmental Agreement

Apollo Drive
Beaver Falls Place
Bethany Forrest Drive
Boise Trail
Cascade Knolls Drive
Cascade Pointe Drive
Cascade Road
Celebration Court
Celebration Drive
Claridge Trace
Danforth Road
East Court Drive
Elysian Park
Elysian Drive
Fern Brooks Drive
Forest Crossing Drive
Forest Overlook Court
Forest Overlook Drive
Forest Overlook Trail
Gathering Park Drive
Glennhurst Lane
Green Cup Court
Green Cup Lane

Cascade Business Corridor NE Streets

Cascade Rd SW (Major Streets access)
Cascade Pkwy SW

Regency Pointe Streets

Cascade Rd SW (Major Streets access)
Cascade Pkwy SW
Regent Pl SW
Arborpark Ln SW
Alcove Ct SW

Cascade Business Corridor SE Streets

Cascade Rd SW

Cascade Business Corridor SW Streets

Cascade Rd SW

South Oaks at Cascade Streets

Cascade Rd SW, Utoy Spring St SW,
Fairburn Rd St (Major Streets access)
Cascade Park Dr SW
Hamden Forest Drive
Hamden Forest Trail
Inspiration Way
Jewel Court
Jewel Drive
Laren Lane
Legacy Place
Legend Court
Melbenan Drive

Guilford Forest Drive
Guilford Forest Lane

Additional Streets Requested

Cape Street
Cherokee Trail
Fairly Way

New Britain Drive
New Haven Court
New Hope Road
Niskey Lake Circle
Niskey Lake Road
Park Center Drive
Regency Crest Court
Regency Crest Drive
Regency Park Drive
Rehoboth Circle
Reunion Court
Reunion Place
Shanter Trail
Straton Trace
Twin Tendrils
Willowood Lane

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	6:05 p.m. Request Council Approval authorizing staff to piggyback off Fulton County's Standby Miscellaneous Construction Service Agreement with Wade Coots Company, Inc. in the amount not to exceed $1,500,000 from the Stormwater Fund. This standby contract is for providing all labor, equipment, and materials necessary for the construction, installation, and emergency repair of miscellaneous wastewater mains, wastewater service lines, and other required improvements to the wastewater collection system- Citywide.
DATE:	August 23, 2022
SUBJECT:	6:05 p.m. Request Council Approval authorizing staff to piggyback off Fulton County's Standby Miscellaneous Construction Service Agreement with Wade Coots Company, Inc. in the amount not to exceed $1,500,000 from the Stormwater Fund. This standby contract is for providing all labor, equipment, and materials necessary for the construction, installation, and emergency repair of miscellaneous wastewater mains, wastewater service lines, and other required improvements to the wastewater collection system- Citywide.
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Service Agreement w Wade Coot	Cover Memo	8/20/2022

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.		8.15.22
☑ **Finance Director** *Funds are available and complies with fiscal guidelines.*	for Dee	8/15/2022
☐ **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*		
☐ **Human Resources Director** *Complies with HR policies and procedures; positions are budgeted*		
☐ **Public Safety** *Complies with Division/programmatic processes. Specify Fire or Police*		
☐ **Public Works Director** *Complies with Division/programmatic processes*	AV	8/15/22
☐ **Other (Clerk's Office, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area*		
☐ **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:

Tammi Saddler Jones
City Manager's Signature

8/15/2022
Date

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

DECISION MEMO

TO: Tammi Saddler Jones
City Manager

THROUGH: Don Toms
Assistant City Manager

FROM: Antonio M Valenzuela
Public Works Director

DATE: August 12, 2022

SUBJECT: Request Council approval authorizing staff to piggyback off Fulton County's Standby Miscellaneous Construction Service Agreement with Wade Coots Company, Inc. in the amount not to exceed $ 1,500,000

Background: Fulton County has a Standby Miscellaneous Construction Services Agreement with Wade Coots Company, Inc. The City of South Fulton has over 90 square miles of land within its jurisdiction consisting of various storm water and bridge resources. On December 1, 2021, Fulton County approved a Service Agreement with Wade Coots (21-ITB081321K-CB, Standby Miscellaneous Construction Wastewater System Services). The agreement was effective July 1, 2022, to December 2022, with two one-year renewals until December 2024, subject to the Board of Commissioners' approval.

The City of South Fulton now seeks authorization to piggyback off the Fulton County Agreement and secure as needed similar services for an amount not to exceed $ 1,500,000.00. The agreement will be effective July 1, 2022 and ending December 2022 with two one-year renewal terms until December 2024.

Fiscal Impact
The agreement between the City of South Fulton and Wade Coots will be funded out of the Stormwater funding line 560-4910-52-1201.

Decision Needed: Authorize staff to piggyback off Fulton County's Standby Miscellaneous Construction Service Agreement with Wade Coots Company, Inc., to secure as needed Storm Water, Sink Holes, and Bridge Repair Services in an amount not to exceed $ ~~150,000.00~~ 1,500,000 ~~]~~

Decision: **Approved** ☒ **Disapproved** ☐

Comments:

Tammi Saddler Jones

Signature

8/15/2022

Date

FULTON COUNTY

CONTRACT DOCUMENTS FOR

21ITB081321K-CRB

STANDBY MISCELLANEOUS CONSTRUCTION – WASTEWATER SYSTEM SERVICES

For

DEPARTMENT OF PUBLIC WORKS

Index of Articles

ARTICLE 1.	**CONTRACT DOCUMENTS**
ARTICLE 2.	**SEVERABILITY**
ARTICLE 3.	**DESCRIPTION OF PROJECT**
ARTICLE 4.	**SCOPE OF WORK**
ARTICLE 5.	**SERVICES PROVIDED BY COUNTY**
ARTICLE 6.	**MODIFICATIONS/CHANGE ORDERS**
ARTICLE 7.	**SCHEDULE OF WORK**
ARTICLE 8.	**CONTRACT TERM**
ARTICLE 9.	**COMPENSATION AND PAYMENT FOR CONTRACTOR SERVICES**
ARTICLE 10.	**PERSONNEL AND EQUIPMENT**
ARTICLE 11.	**SUSPENSION OF WORK**
ARTICLE 12.	**DISPUTES**
ARTICLE 13.	**TERMINATION OF AGREEMENT FOR CAUSE**
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ARTICLE 15.	**WAIVER OF BREACH**
ARTICLE 16.	**INDEPENDENT CONTRACTOR**
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ARTICLE 18.	**INDEMNIFICATION**
ARTICLE 19.	**COVENANT AGAINST CONTINGENT FEES**
ARTICLE 20.	**INSURANCE**
ARTICLE 21.	**PROHIBITED INTEREST**
ARTICLE 22.	**SUBCONTRACTING**
ARTICLE 23.	**ASSIGNABILITY**
ARTICLE 24.	**ANTI-KICKBACK CLAUSE**
ARTICLE 25.	**AUDITS AND INSPECTORS**
ARTICLE 26.	**ACCOUNTING SYSTEM**
ARTICLE 27.	**VERBAL AGREEMENT**
ARTICLE 28.	**NOTICES**
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EXHIBIT D:	**COMPENSATION**
EXHIBIT E:	**PURCHASING FORMS**
EXHIBIT F:	**CONTRACT COMPLIANCE FORMS**
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EXHIBIT H: **PAYMENT & PERFORMANCE BONDS (IF APPLICABLE)**

APPENDICES

CONTRACT AGREEMENT

Contractor: Wade Coots Company, Inc.

Contract No.: 21ITB081321K-CRB: Standby Miscellaneous Construction Wastewater System Services

Address: 174 Duncan Circle
City, State Hiram, GA 30141

Telephone: 770.819.0601

Email: greg.coots@wadecootscompany.com

Contact: W. Greg Coots
Vice President

This Agreement made and entered into effective the **1st** day of **December, 2021** by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as **"County"**, and **WADE COOTS COMPANY, INC.**, hereinafter referred to as **"Contractor"**, authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its **Public Works Department** hereinafter referred to as the **"Department"**, desires to retain a qualified and experienced Contractor to perform **21ITB081321K-CRB Standby Miscellaneous Construction Wastewater System Services**, hereinafter, referred to as the **"Project"**.

WHEREAS, Contractor 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 Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor 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 Conditions;
IV. Exhibit B: Special Conditions [where applicable]
V. Exhibit C: Scope of Work
VI. Exhibit D: Compensation;
VII. Exhibit E: Purchasing Forms;
VIII. Exhibit F: Contract Compliance Forms;
IX. Exhibit G: Insurance and Risk Management Form;

X. Exhibit H: Payment & Performance Bonds (if applicable)

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 Contractor'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 Bid document, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor'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 **December 1, 2021**; **BOC Item#21-0979**.

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 Contractor agree the Project is to provide all labor, equipment, and materials necessary for the construction, installation, and emergency repair of miscellaneous wastewater mains, wastewater service lines, and other required improvements to the wastewater collection system with Fulton County. The work shall be in conformance with the contract documents, drawings, and Fulton County Standards and Specifications. Being this is a miscellaneous contract; the location of the work will be in various locations throughout Fulton County. 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 Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **SERVICES PROVIDED BY COUNTY**

Contractor 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 C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Contractor 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. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 6. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor 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 the Fulton County Purchasing Code, §102-420 which is incorporated by reference herein.

ARTICLE 7. **SCHEDULE OF WORK**

Contractor 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 Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 8. **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 the 1st Day of July, in the year 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. 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 two (2) 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, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. 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 9. **COMPENSATION**

Compensation for work performed by Contractor 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 3,300,000.00 (Three Million, Three Hundred Thousand Dollars and Zero Cents), which is full payment for a complete scope of work.

ARTICLE 10. **PERSONNEL AND EQUIPMENT**

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor 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 Contractor 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 subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 11. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Contractor, 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 Contractor 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 Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 12. **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 Contractor. The Contractor 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. This condition shall not be pleaded in any suit involving a question of fact arising under this Agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to

imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of an appeal. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 13. **TERMINATION OF AGREEMENT FOR CAUSE**

(1) Either County or Contractor 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 Contractor refuses or fails to perform the work as specified in Exhibit C, 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 there of, 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 Contractor, terminate Contractor'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 Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement.

(5) Contractor 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 Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor'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 Contractor to complete the project.

ARTICLE 14. **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 Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor 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 Contractor 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 Contractor 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 15.**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 16. **INDEPENDENT CONTRACTOR**

Contractor shall perform the services under this Agreement as an independent contractor 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 Contractor or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 17. **RESPONSIBILITY OF CONTRACTOR**

Contractor 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 Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor 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 Contractor without the prior written consent of the County.

ARTICLE 18. **INDEMNIFICATION**

18.1 Non-Professional Services Indemnification. Contractor hereby agrees to indemnify 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 any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Contractor, its agents, employees or others

working at the direction of Contractor or on its behalf, or due to any breach of this Agreement by the Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

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.
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 Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

18.2 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 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 Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

18.3 Defense. Contractor, at 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 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, 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, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor is defending the claim as required hereunder.

18.4 Separate Counsel.

18.4.1 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 Contractor in the defense of any action, suit or proceeding pursuant to Section 18.3 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, 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, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

18.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend 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 Contractor has complied with all of 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 Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). 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 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).

18.5 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 19. COVENANT AGAINST CONTINGENT FEES

Contractor 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 Contractor for the purpose of securing business and that Contractor 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 20. **INSURANCE**

Contractor 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 21. **PROHIBITED INTEREST**

Section 21.01 **Conflict of interest:**

Contractor 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. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 21.02 **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 22. **SUBCONTRACTING**

Contractor 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 23. **ASSIGNABILITY**

Contractor 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 Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 24. **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. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 25. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Contractor 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. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. 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 Contractor'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 Contractor. Contractor 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. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 26. **ACCOUNTING SYSTEM**

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 27. **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 Contractor 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 28. **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:

Department of Public Works, Water Reclamation & Wastewater Division
141 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-612-3011
Email: Sam.Tamakloe@fultoncountyga.gov
Attention: Sam Tamakloe

With a copy to:

Department of Purchasing & Contract Compliance
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 Contractor shall be addressed as follows:

Wade Coots Company, Inc.
174 Duncan Circle
Hiram, Georgia, 30141
Telephone: 770.263.7234
Email: greg.coots@wadecootscompany.com
Attention: W. Greg Coots

ARTICLE 29. **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 30. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Contractor agrees as follows:

Section 30.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 30.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;
Section 30.03 Contractor 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 subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 31. **FORCE MAJEURE**

Neither County nor Contractor 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 Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 32. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 33. **INVOICING AND PAYMENT**

Contractor 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: Invoices for payment shall be submitted to County by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month. The County shall make payments to Contractor by U.S. mail approximately 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 payments.

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

Contractor'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 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 Contractor 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. The County shall promptly pay any undisputed items contained in such invoices.

Payment of Sub-contractors/Suppliers: The Contractor must certify in writing that all sub-contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County an in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 34. **TAXES**

The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor for payment of any tax from which it is exempt.

ARTICLE 35. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 36. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor 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 Contractor 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 37. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor 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

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

DocuSigned by:
Tonya R. Grier
EEC476C4837648D...
Tonya R. Grier
Interim Clerk to the Commission

(Affix County Seal)

DocuSigned by:

APPROVED AS TO FORM:

DocuSigned by:
Y. Soo Jo
420050D7910240D...
Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:
David Clark
65CE1C9FDD834B8...
David Clark — Director
Public Works

CONTRACTOR:
Wade Coots Company, Inc.

DocuSigned by:
W. Greg Coots
96CE05FDFC97462...
W. Greg Coots — Vice President

Please select Attest or Notary from checkbox — Attest — X Notary

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Mark Sutton
Notary Public

County: Floyd

Commission Expires: 4/8/25

DocuSigned by:

(Affix Notary Seal)

Please Select RCS or RM From The Checkbox

RCS — X RM

ITEM#: _____ **RCS:** _____ **RECESS MEETING**	**ITEM#:** 2021-0979B **RM:** 12/1/2021 **REGULAR MEETING**

Insurance Certificate to be attached

ADDENDA

WADE COOTS COMPANY, INC

FULTON COUNTY

October 15, 2021

Re: 21ITB081321K-CRB: Standby Miscellaneous Construction Wastewater System Services

Dear Bidders:

Attached is one (1) copy of Addendum 1, hereby made a part of the above-referenced Invitation to Bid (ITB).

Except as provided herein, all terms and conditions in the ITB referenced above remain unchanged and in full force and effect.

Sincerely,

Craig R. Bogan

Craig R. Bogan
Assistant Purchasing Agent

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

Correction(s):

- **Section 5 – Insurance and Risk Management Provisions:**
  Remove and replace page 4 of 4, with updated page 4 of 4 included in this Addendum.

- **Section 7 – Contract Compliance Forms:**
  Remove and replace with updated '**Section 7 – Contract Compliance Requirements**' included in this Addendum (pages 1-8). Also, note that the following exhibits will have to be submitted in BidnetDirect.com.

  - Exhibit A – Promise of Non-Discrimination
  - Exhibit B1 – Schedule of Intended Subcontractor Utilization
  - Exhibit B2 – Subcontractors & Suppliers Form
  - Exhibit C – Subcontractor Contact Form Utilization Plan (If applicable)

Questions and Answers:

Q1. What is the anticipated yearly budget for the contract?
A1. The County cannot disclose budgetary information for this project.

Q2. Will the owner award to one or multiple contractors?
A2. The County anticipates awarding this contract to four (4) contractors.

Q3. Will the owner consider adding specific bid items for bypass?
A3. No, bypass will be handled on a case-by-case basis.

Q4. Emergency Items: Can a responsive bidder opt out of pricing the emergency line items (169 to 175)?
A4. No, this is a critical part of the contract.

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned Bidder acknowledges receipt of this Addendum by returning one (1) copy of this Acknowledgement form with the bid 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 ITB due date and time **Wednesday, October 20, 2021 at 11:00 A.M. EST**.

This is to acknowledge receipt of Addendum No. 1, 18TH day of OCTOBER, 2021.

WADE COOTS COMPANY, INC.
Legal Name of Bidder

Signature of Authorized Representative

CONTROLLER
Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

00700-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

00700-2 CONTRACT DOCUMENTS

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

A. Notice of Award of Contract:

B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the FC Project Manager in writing. Any such ambiguity or need for clarification shall be handled by the FC Project Manager in writing. No clarification of the Drawings and Specifications hereunder by the FC Project Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the FC Project Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The FC Project Manager will furnish the Contractor one (1) electronic copy of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

00700-3 DEFINITIONS

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Alternate bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Base bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Code Section 102-420 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

FC Project Manager - shall mean the individual designated in writing, by the DREAM Department as the FC Project Manager.

Contractor - shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents- include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation

required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the FC Project Manager 's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or

relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time - shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

Owner or County - shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Director - Director of the [insert department name] Department of Fulton County, Georgia or the designee thereof.

Final Completion - shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Liquidated Damages - shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products - shall mean materials or equipment permanently incorporated into the work.

Project Manual - The Contract Documents.

Provide - shall mean to furnish and install.

Substantial Completion - The date certified by the FC Project Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is

sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

00700-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

00700-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the FC Project Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the FC Project Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the FC Project Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the FC Project Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section “timely” is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

00700-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or FC Project Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

00700-7 APPLICABLE LAW

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to

this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the FC Project Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

00700-9 TAXES

A. The Contractor 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 Contractor 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 Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor 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 Contractor for payment of any tax from which it is exempt.

B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

00700-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, back charge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

00700-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

00700-12 MEASUREMENT

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the FC Project Manager.

00700-13 ASSIGNMENT

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The

Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

00700-14 FOREIGN CONTRACTORS

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

00700-15 INDEMNIFICATION

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall

indemnify and hold harmless the County, the FC Project Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or FC Project Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the FC Project Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the FC Project Manager , the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the FC Project Manager , County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the FC Project Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution

of their work and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the FC Project Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) days** of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible, therefore.

Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the FC Project Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the FC Project Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the FC Project Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

00700-17 ADMINISTRATION OF CONTRACT

The Program Manager and the FC Project Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the FC Project Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The FC Project Manager shall advise and

consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the FC Project Manager. All correspondence from the Contractor to the County shall be forwarded through the FC Project Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the FC Project Manager.

The FC Project Manager will determine in general that the construction is being performed in accordance with design and engineering requirements and will endeavor to guard the County against defects and deficiencies in the Work.

The FC Project Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The FC Project Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the FC Project Manager 's observations regarding the Contractor's Applications for Payment, the FC Project Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The FC Project Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the FC Project Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the FC Project Manager for interpretation.

All interpretations of the FC Project Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the FC Project Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The FC Project Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the FC Project Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the FC Project Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal.

Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the FC Project Manager.

The FC Project Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the FC Project Manager ’s opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the FC Project Manager ’s authority to act under this Subparagraph, nor any decision made by the FC Project Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the FC Project Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the FC Project Manager and/or as required by these Contract Documents.

The FC Project Manager shall conduct inspections to determine Substantial Completion and Final Completion and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The FC Project Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48*,* the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the FC Project Manager, immediately remove any superintendent, foreman or workman whom the FC Project Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor’s employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

00700-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The FC Project Manager

may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the FC Project Manager to be incompetent.

00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the FC Project Manager ’s prior written consent to other work hours. It is further understood that the Contractor’s construction schedule is based on a normal 40 hours, five-day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County’s current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the FC Project Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to

contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent, including the FC Project Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

00700-24 NOTICES

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the Contractor, its authorized representative, or the FC Project Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the FC Project Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the FC Project Manager in writing.

00700-25 SAFETY

A. SAFETY, HEALTH AND LOSS PREVENTION

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.

2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.

2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event,

however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

E. SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action, the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.

2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time

change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation,

overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.

2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.

3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or

any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 BLASTING AND EXCAVATION

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

00700-27 HIGH VOLTAGE LINES

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

00700-28 SCAFFOLDING AND STAGING

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

00700-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

00700-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

00700-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the FC Project Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

00700-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the FC Project Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In

such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are

not sufficient to cover such amount; the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be affected whether or not final payment has been made.

00700-33 WARRANTY OF NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

00700-34 CONTRACTOR'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the FC Project Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

00700-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

00700-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the FC Project Manager, in writing, may order the Contractor to stop

work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the FC Project Manager to execute this right for the benefit of the Contractor or for any other person or entity.

00700-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is

otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed.

Upon completion of the work, the County shall determine in its sole discretion whether the Contractor is due any compensation for those services the Contractor performed prior to the termination to the satisfaction of the County ("Unpaid Satisfactory Work"), and shall compensate Contractor for the same. The County shall further determine in its sole discretion whether the County's completion of the work was made more costly as a result of failures, acts, or omissions of the Contractor, and if so, shall deduct such amounts ("Overages") from any amounts that may be due to the Contractor. In the event that the Overages exceed the Unpaid Satisfactory Work, the Contractor shall immediately pay the difference to the County on demand. These obligations for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

00700-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the termination shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated by the County through the Termination for Cause provisions due to a claim of default by the Contractor, and it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a Termination for Convenience pursuant to this

paragraph and administered according to the provisions related to Termination for Convenience set out in this Contract.

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the FC Project Manager , of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

00700-42 COST TO CURE

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the FC Project Manager may deem appropriate, supplies or services similar to those so terminated, for the purpose of completing the work for which the Contractor was contractually engaged, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

00700-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the FC Project Manager , the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;

3. Unless otherwise directed by the FC Project Manager, terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;

4. Assign to the County in the manner, at the times, and to the extent directed by the FC Project Manager , all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the FC Project Manager, to the extent the FC Project Manager may require, which approval or ratification shall be final for all purposes;

6. Transfer title and deliver to the entity or entities designated by the FC Project Manager, in the manner, at the times, and to the extent, if any, directed by the FC Project Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:

    a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the

    b. performance of the work terminated by the notice of termination; and

    c. The completed or partially completed plans, drawings, information, and other property to the work.

7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the FC Project Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.

8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and

9. Take such action as may be necessary, or as the FC Project Manager may direct, for the protection and preservation of the

property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

00700-45 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

00700-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined by the FC Project Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

00700-47 REIMBURSEMENT OF THE COUNTY

In the event of termination for cause or convenience, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the Construction Manager issues a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work and if the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment may be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

00700-49 COMMENCEMENT AND DURATION OF WORK

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently conduct the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

00700-50 TIME OF THE ESSENCE

All time limits stated in this agreement are of the essence of this contract.

00700-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

00700-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

00700-53 INCLEMENT WEATHER

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the FC Project Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days

for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

00700-54 DELAY - NOTICE AND CLAIM

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the FC Project Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the FC Project Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

00700-55 STATEMENT OF CLAIM - CONTENTS

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the FC Project Manager , take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

00700-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its

completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

00700-58 SET-OFFS

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

00700-59 REMEDIES CUMULATIVE

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

00700-60 TITLE TO MATERIALS

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

00700-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

00700-62 FC PROJECT MANAGER ’S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the FC Project Manager unless the requirement therefore is waived in writing. The FC Project Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

00700-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the FC Project Manager .

00700-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

00700-65 PAYROLL REPORTS

The Contractor may be required to furnish payroll reports to the FC Project Manager as required by the Owner Controlled Insurance Program.

00700-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the FC Project Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the FC Project Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor' employee in charge of the work shall be an authorized representative of the Contractor.

00700-67 SPECIALTY SUB-CONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

00700-68 INSPECTION BY THE FC PROJECT MANAGER

All work pursuant to this agreement shall be subject to inspection by the FC Project Manager for conformity with contract drawings and specifications. The Contractor shall give the FC Project Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

00700-69 WORK COVERED PRIOR TO FC PROJECT MANAGER 'S INSPECTION

In the event that work is covered or completed without the approval of the FC Project Manager , and such approval is required by the specifications or required in advance by the FC Project Manager , the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

00700-70 SCHEDULING OF THE WORK

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

00700-71 PROGRESS ESTIMATES

The Contractor shall prepare a written report for the FC Project Manager ’s approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the FC Project Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

00700-72 PROGRESS PAYMENTS

Upon approval of each monthly estimate of work performed and materials furnished, the FC Project Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor’s request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the FC Project Manager.

The Contractor shall submit a “draft” pay application for approval by the FC Project Manager, prior to submitting their final pay application to Accounts Payable.

00700-73 TIME OF PAYMENT

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract 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., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

Submittal of Invoices: Final Approved nvoices 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. A written report of the total value of work performed and materials and equipment obtained to the date of submission

3) Fulton County Department Information (needed for invoice approval)
    a. Department Name
    b. Department Representative Name

00700-74 RETAINAGE

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified, therefore. The County may reinstate the ten percent retainage in the event the FC Project Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the FC Project Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

00700-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding $400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the FC Project Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County’s acceptance of work performed pursuant to this agreement.

00700-78 PAYMENTS IN TRUST

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of

claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

00700-79 JOINT PAYMENTS

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

00700-80 RIGHT TO WITHHOLD PAYMENT

The FC Project Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the FC Project Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the FC Project Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the FC Project Manager, the work is not substantially complete, the FC Project Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

Upon Substantial Completion of the work and upon application by the Contractor and approval by the FC Project Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by FC Project Manager and any authorized retainage.

00700-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the FC Project Manager ’s issuance of the certificate of Substantial Completion and the Contractor's

completion of the work pursuant to this agreement, the Contractor shall forward to the FC Project Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the FC Project Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the FC Project Manager a final application for payment. The FC Project Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

00700-85 DOCUMENTATION OF COMPLETION OF WORK

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the FC Project Manager:

a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;

b. The surety's consent to final payment; and

c. Any other data reasonably required by the County or FC Project Manager *establishing* payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or FC Project Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

00700-86 GOVERNING LAW

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

00700-87 CHANGES IN THE WORK

A. CHANGE ORDERS

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the FC Project Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.

2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.

3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:

    a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

    b. By unit prices stated in the Contract Documents or subsequently agreed upon;

    c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

    d. By the method provided in Subparagraph A4 below.

4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the FC Project Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the FC Project Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth

in Subparagraphs 5b and 6 below shall be applied to the cost or credit.

a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the FC Project Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.

b. All hourly rate charges shall be submitted to the FC Project Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the FC Project Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.

5. In Subparagraphs 3 and 4 above, the items included in “Cost and “Overhead” shall be based on the following schedule:

a. Unless otherwise provided in the Contract Documents, “Cost” shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman’s account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers’ or workmen’s compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.

b. Unless otherwise provided in the Contract Documents, “Overhead” shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor’s subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor’s or subcontractors’ superintendents, and overhead charges which would be customary and expended regardless of the

change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in “Cost” above.

c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the FC Project Manager, be allowed to incorporate these charges into the agreement cost for the change.

6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:

a. For the Contractor, for any work performed by the Contractor’s own forces, ten (10) percent of the cost.

b. For the Contractor, for any work performed by a Contractor’s subcontractor, five (5) percent of the amount due the subcontractor.

c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor’s or sub-subcontractor’s own forces, ten (10) percent of the cost.

d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.

e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.

7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.

8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the

conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **within twenty (20) days after the first observance** of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days' notice and Subparagraph C.1. below.

2. The Contractor shall promptly, and before such conditions are disturbed, notify the FC Project Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The FC Project Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract,

3. whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the FC Project Manager .

4. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.

5. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.

6. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the FC Project Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the FC Project Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the FC Project Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be given by the Contractor before proceeding to

execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the FC Project Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.

2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the FC Project Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Change Order Policy 800-6.

D. MINOR CHANGES IN THE WORK

The FC Project Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be affected by a written Change Directive issued by the FC Project Manager, and

shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

E. BONDS

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the FC Project Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

00700-89 NO WAIVER OF REMEDIES

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

00700-90 LAND AND RIGHTS-OF-WAY

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.

If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.

The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

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EXHIBIT A
FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 20__, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

_____
Signature

_____
Title

Personally appeared before me this _____ day of _____, 20_____. _____, who under Oath deposes and says that he is _____of the firm of _____, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

_____
Notary Public

_____
My Commission expires

END OF SECTION

EXHIBIT B

SPECIAL CONDITIONS

Reference

A) Contractor Name: WADE COOTS COMPANY, INC

B) Address: 174 DUNCAN CIRCLE, HIRAM, GA 30141

C) Contact Information:

Primary Contact Name: MARK SUTTON

Phone Number: 770-819-0601

Email Address: mark.sutton@wadecootscompany.com

D) The bidder shall have a minimum of 7 years' experience in the type of work specified and a minimum of five thousand linear feet of sanitary sewer pipes of various sizes installed and/or rehabilitated in the last thirty-six (36) months.

E) The bidder completed at least 3 other contracts similar in size and scope which the County can verify under the reference check.

2018 FULTON COUNTY STANDBY SEWER CONTRACT 3M+/-

REF. SAM TAMAKLOE # 404-735-7955

2019 COBB COUNTY UNIT PRICE CONTRACT WATER/SEWER 1M+/-

REF RAY ELKINS # 770-419-6334

2019-2021 PAULDING MISC WATER & SEWER 1M+/-

REF RAY WOOTEN # 770-443-7500

SPECIAL CONDITIONS

The bidder shall provide three references whose contract totals or exceeds one million dollars in value. References shall include company, address, contact name and phone number, and date of linear footage of sewer pipelines of various sizes installed and/or rehabilitated. Failure to provide sufficient, verifiable references shall result in rejection of bid.

*****Duplicate the following page for references*****

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Project consists of the following major elements: providing all labor, equipment, and materials necessary for the construction, installation, and emergency repair of miscellaneous wastewater mains, wastewater service lines, and other required improvements to the wastewater collection system with Fulton County. The work shall be in conformance with the contract documents, drawings, and Fulton County Standards and Specifications. Being this is a miscellaneous contract; the location of the work will be in various locations throughout Fulton County.

EXHIBIT D

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed $3,200,000.00 (Three Million, Two Hundred Thousand Dollars and Zero Cents) , which is full payment for a complete scope of work. The detailed costs are provided in the attached Bid Form.

WADE COOTS COMPANY, INC.

BID FORM

Submitted To: Fulton County Government

Submitted By: MARK SUTTON

For: **21ITB081321K-CRB: Standby Miscellaneous Construction – Wastewater System Services**

Submitted on OCTOBER 20, 2021.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contact specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

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 may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID AMOUNT (Do not include any Bid Alternates)

$ 5,840,030.00
(Dollar Amount In Numbers)

FIVE MILLION EIGHT HUNDRED FORTY THOUSAND THIRTY AND NO CENTS
(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 County.

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.

BASE BID AMOUNT

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL PRICE
	CONTRACTOR MOBILIZATION				
1.	For each project less than $25,000	5	Each	$500.00	$2,500.00
2.	For each project $25,000 to $75,000	10	Each	$1,000.00	$10,000.00
3.	For each project more than $75,000	7	Each	$1,500.00	$10,500.00
	8-INCH DIP GRAVITY SEWER				
4.	0.0 – 6.0 Foot Depth	1,500	L.F.	$70.00	$105,000.00
5.	6.1 – 12.0 Foot Depth	800	L.F.	$95.00	$76,000.00
6.	12.1 – 18.0 Foot Depth	200	L.F.	$140.00	$28,000.00
7.	18.1 – 24.0 Foot Depth	100	L.F.	$185.00	$18,500.00
8.	Installed in 16-inch Steel Casing	100	L.F.	$160.00	$16,000.00
	12-INCH DIP GRAVITY SEWER				
9.	0.0 – 6.0 Foot Depth	500	L.F.	$100.00	$50,000.00
10.	6.1 – 12.0 Foot Depth	150	L.F.	$140.00	$21,000.00
11.	12.1 – 18.0 Foot Depth	100	L.F.	$160.00	$16,000.00
12.	18.1 – 24.0 Foot Depth	100	L.F.	$200.00	$20,000.00
	12-INCH DIP GRAVITY SEWER				
13.	Installed in 20-inch Steel Casing	100	L.F.	$200.00	$20,000.00
	8 INCH PVC GRAVITY SEWER (C900 OR BETTER)				
14.	0.0 – 6.0 Foot Depth	1,500	L.F.	$65.00	$97,500.00
15.	6.1 – 12.0 Foot Depth	800	L.F.	$90.00	$72,000.00

16.	12.1 – 18.0 Foot Depth	200	L.F.	$135.00	$27,000.00
17.	18.1 – 24.0 Foot Depth	100	L.F.	$180.00	$18,000.00
18.	Installed in 18-inch Steel Casing	100	L.F.	$155.00	$15,500.00
12 INCH PVC GRAVITY SEWER (C900 OR BETTER)					
19.	0.0 – 6.0 Foot Depth	500	L.F.	$95.00	$47,500.00
20.	6.1 – 12.0 Foot Depth	150	L.F.	$135.00	$20,250.00
21	12.1 – 18.0 Foot Depth	100	L.F.	$155.00	$15,500.00
22.	18.1 – 24.0 Foot Depth	100	L.F.	$195.00	$19,500.00
12-INCH PVC GRAVITY SEWER (C900 OR BETTER)					
23.	Installed in 20-inch Steel Casing	100	L.F.	$195.00	$19,500.00
PIPE BURSTING USING DR17					
24.	Burst 8" to 8" Diameter	1,000	L.F.	$100.00	$100,000.00
25.	Burst 8" to 10" Diameter	1,000	L.F.	$115.00	$115,000.00
26.	Burst 10" to 12" Diameter	1,000	L.F.	$130.00	$130,000.00
27.	Burst 12" to 18" Diameter	1,000	L.F.	$150.00	$150,000.00
HDPE PIPE LINING (DR17)					
28.	8" Diameter	1,000	L.F.	$90.00	$90,000.00
29.	10" Diameter	1,000	L.F.	$100.00	$100,000.00
30.	12" Diameter	1,000	L.F.	$120.00	$120,000.00
CURED IN PLACE PIPE LINING (SEARTEX OR BETTER)					
31.	8" Diameter	1,000	L.F.	$100.00	$100,000.00
32.	10" Diameter	1,000	L.F.	$110.00	$110,000.00
33.	12" Diameter	1,000	L.F.	$125.00	$125,000.00
SERVICE LINE RECONNECTIONS					
34.	By excavation for HDPE, pipe bursting, or CIPP 0.0 – 12.0 Foot Depth	40	L.F.	$150.00	$6,000.00
35.	By excavation for HDPE, pipe bursting, or CIPP Greater Than 12.0 Foot Depth	20	L.F.	$180.00	$3,600.00
36.	By internal reinstatement for CIPP	20	L.F.	$350.00	$7,000.00
4-FOOT DIAMETER MANHOLE REHABILITATION - SPRAY ON EPOXY LINER					
37.	0.0 – 6.0 Foot Manhole Depth	200	V.F.	$700.00	$140,000.00

38.	6.1 – 12.0 Foot Manhole Depth	200	V.F.	$700.00	$140,000.00
39.	12.1 – 18.0 Foot Manhole Depth	100	V.F.	$700.00	$70,000.00
40.	18.1 – 24.0 Foot Manhole Depth	100	V.F.	$700.00	$70,000.00
	5-FOOT AND 6-FOOT DIAMETER MANHOLE REHABILITATION SPRAY ON EPOXY LINER				
41.	0.0 – 6.0 Foot Manhole Depth	200	V.F.	$950.00	$190,000.00
42.	6.1 – 12.0 Foot Manhole Depth	200	V.F.	$950.00	$190,000.00
43.	12.1 – 18.0 Foot Manhole Depth	100	V.F.	$950.00	$95,000.00
44.	18.1 – 24.0 Foot Manhole Depth	100	V.F.	$950.00	$95,000.00
	6-INCH DIP SEWER SERVICE CONNECTIONS				
45.	On New Sewer Main - 0.0 – 6.0 Foot Depth	300	L.F.	$115.00	$34,500.00
46.	On New Sewer Main - 6.1 – 12.0 Foot Depth	300	L.F.	$125.00	$37,500.00
47.	On New Sewer Main - 12.1 – 18.0 Foot Depth	300	L.F.	$130.00	$39,000.00
48.	On New Sewer Main - 18.1 – 25.0 Foot Depth	100	L.F.	$160.00	$16,000.00
49.	On New Sewer Main - Greater than 25.0 Foot Depth	100	L.F.	$215.00	$21,500.00
50.	On Existing Sewer Main - 0.0 – 6.0 Foot Depth	300	L.F.	$115.00	$34,500.00
51.	On Existing Sewer Main - 6.1 – 12.0 Foot Depth	300	L.F.	$125.00	$37,500.00
52.	On Existing Sewer Main - 12.1 – 18.0 Foot Depth	300	L.F.	$130.00	$39,000.00
53.	On Existing Sewer Main - 18.1 – 25.0 Foot Depth	100	L.F.	$160.00	$16,000.00
54.	From New Manhole - 0.0 – 6.0 Foot Depth	50	L.F.	$110.00	$5,500.00
55.	From New Manhole - 6.1 – 12.0 Foot Depth	50	L.F.	$120.00	$6,000.00
56.	From New Manhole - 12.1 – 18.0 Foot Depth	50	L.F.	$130.00	$6,500.00

57.	From New Manhole - 18.1 – 25.0 Foot Depth	50	L.F.	₦155.00	₦7,750.00
58.	From New Manhole - Greater than 25.0 Foot Depth	50	L.F.	₦200.00	₦10,000.00
59.	From Existing Manhole - 0.0 – 6.0 Foot Depth	50	L.F.	₦115.00	₦5,750.00
60.	From Existing Manhole - 6.1 – 12.0 Foot Depth	50	L.F.	₦125.00	₦6,250.00
61.	From Existing Manhole - 12.1 – 18.0 Foot Depth	50	L.F.	₦135.00	₦6,750.00
62.	From Existing Manhole - 18.1 – 25.0 Foot Depth	50	L.F.	₦160.00	₦8,000.00
63.	Clean-out Assembly - Complete	100	Each	₦100.00	₦10,000.00
	4-FOOT DIAMETER PRECAST MANHOLE				
64.	0.0 – 6.0 Foot Manhole Depth	200	V.F.	₦400.00	₦80,000.00
65.	6.1 – 12.0 Foot Manhole Depth	200	V.F.	₦400.00	₦80,000.00
66.	12.1 – 18.0 Foot Manhole Depth	100	V.F.	₦500.00	₦50000.00
67.	18.1 – 24.0 Foot Manhole Depth	100	V.F.	₦500.00	₦50,000.00
	4-FOOT DIAMETER DOGHOUSE MANHOUSE				
68.	0.0 – 6.0 Foot Manhole Depth	60	V.F.	₦450.00	₦27,000.00
69.	6.1 – 12.0 Foot Manhole Depth	60	V.F.	₦450.00	₦27,000.00
70.	12.1 – 18.0 Foot Manhole Depth	36	V.F.	₦575.00	₦20,700.00
71.	18.1 – 24.0 Foot Manhole Depth	48	V.F.	₦575.00	₦27,600.00
	MANHOLE ACCESSORIES				
72.	Composite Rings and Covers	5	Each	₦700.00	₦3,500.00
73.	Standard Ring and Cover	10	Each	₦400.00	₦4,000.00
74.	Standard Ring and Cover – Traffic Rated	10	Each	₦600.00	₦6,000.00
75.	Bolt down Water tight Ring and Cover	10	Each	₦550.00	₦5,500.00

76.	Hinged (Pamrex or equivalent) Ductile Iron Ring and Cover	10	Each	$800.00	$8,000.00
	MANHOLE MODIFICATIONS				
77.	Adjust Existing Manhole Cover to Grade (Out of Pavement)	6	Each	$750.00	$4,500.00
78.	Adjust Existing Manhole Cover to Grade (In Pavement)	6	Each	$1,800.00	$10,800.00
79.	Adjust Existing Precast Manhole	6	V.F.	$650.00	$3,900.00
80.	Adjust Existing Brick Manhole	6	V.F.	$700.00	$4,200.00
81.	Reestablish Manhole Invert	10	Each	$1,500.00	$15,000.00
82.	Install New Manhole Boot with New Line	10	Each	$1,500.00	$15,000.00
	MANHOLE CONNECTIONS				
83.	8-inch Inside Drop Connection	5	Each	$3,500.00	$17,500.00
84.	8-inch Outside Drop Connection	5	Each	$4,200.00	$21,000.00
85.	8-inch Core and Boot	5	Each	$1,400.00	$7,000.00
86.	10-inch Core and Boot	5	Each	$1,500.00	$7,500.00
87.	12-inch Core and Boot	5	Each	$1,700.00	$8,500.00
	BORE AND JACK CASING				
88.	16-Inch Steel Casing With 8-Inch DIP Carrier Pipe	100	L.F.	$600.00	$60,000.00
89.	18-Inch Steel Casing With 10-Inch DIP Carrier Pipe	100	L.F.	$750.00	$75,000.00
90.	20-Inch Steel Casing With 12-Inch DIP Carrier Pipe	100	L.F.	$850.00	$85,000.00
	STORM DRAIN PIPE				
91.	15-Inch RCP	20	L.F.	$70.00	$1,400.00
92.	15-Inch CMP	20	L.F.	$65.00	$1,300.00
93.	18-Inch RCP	20	L.F.	$80.00	$1,600.00
94.	18-Inch CMP	20	L.F.	$75.00	$1,500.00
95.	24-Inch RCP	20	L.F.	$90.00	$1,800.00
96.	24-Inch CMP	20	L.F.	$85.00	$1,700.00
97.	30-inch RCP	20	L.F.	$120.00	$2,400.00

98.	30-inch CMP	20	L.F.	$ 100.00	$ 2,000.00
99.	15-inch to 30-inch Precast Concrete Headwall	2	Each	$ 1,800.00	$ 3,600.00
100.	Remove and Reset Existing 15-inch to 30inch Storm Drain Pipe	20	L.F.	$ 120.00	$ 2,400.00
101.	Remove and Reset Existing 15-inch to 30inch Headwall	2	Each	$ 2,000.00	$ 4,000.00
EROSION AND SEDIMENTATION CONTROL					
102.	Construction Exits	5	Each	$ 1,500.00	$ 7,500.00
103.	Reinforced Silt Fence (Type S)	3,000	L.F.	$ 4.00	$ 12,000.00
104.	Hay Bale Check Dams	300	L.F.	$ 25.00	$ 7,500.00
105.	Stone Check Dams	40	Each	$ 350.00	$ 14,000.00
106.	Inlet Sediment Traps	20	Each	$ 250.00	$ 5,000.00
107.	Pigs-in-a-Blanket	100	Each	$ 30.00	$ 3,000.00
108.	Rip Rap with Filter Fabric Underlay	50	S.Y.	$ 115.00	$ 5,750.00
109.	Rip Rap	500	S.Y.	$ 85.00	$ 42,500.00
110.	Box Gabion (Surge Stone Fill with Filter Fabric Underlay) - 3' x 3' x 6' Baskets	40	Each	$ 1,200.00	$ 48,000.00
111.	Tree Protection Fence	1,000	L.F.	$ 2.00	$ 2,000.00
VEGETATION RESTORATION					
112.	Temporary Seeding (All Types)	3,000	S.Y.	$ 1.25	$ 3,750.00
113.	Permanent Seeding (All Types)	3,000	S.Y.	$ 3.00	$ 9,000.00
114.	Sod Grassing (All Types)	1,000	S.Y.	$ 18.00	$ 18,000.00
115.	Hydro-seeding	1,000	S.Y.	$ 6.00	$ 6,000.00
TEMPORARY STREAM CROSSING					
116.	Up To 15-Feet From Top of Bank to Top of Bank	6	Each	$ 2,500.00	$ 15,000.00
117.	15 to 25-Feet From Top of Bank to Top of Bank	4	Each	$ 3,500.00	$ 14,000.00
118.	25 to 40-Feet From Top of Bank to Top of Bank	2	Each	$ 9,500.00	$ 19,000.00
119.	Over 40-Feet From Top of Bank to Top of Bank	2	Each	$ 18,000.00	$ 36,000.00

TRENCH EXCAVATION AND STABILIZATION – AS ORDERED BY THE PROJECT MANAGER					
120.	Trench Stabilization With Suitable Earth Materials	500	C.Y.	$20.00	$10,000.00
121.	Trench Stabilization With Crusher Run	500	C.Y.	$50.00	$25,000.00
122.	Trench Stabilization With Crushed Stone (#57)	500	C.Y.	$60.00	$30,000.00
123.	Trench Stabilization With M-10 Sand	100	C.Y.	$65.00	$6,500.00
124.	Trench Stabilization with Surge Stone	100	C.Y.	$70.00	$7,000.00
125.	Trench Rock Excavation and Removal – Base Cost	250	C.Y.	$40.00	$10,000.00
126.	Trench Rock Excavation and Removal – Premium Cost	250	C.Y.	$60.00	$15,000.00
EASEMENT CLEARING AND GRUBBING					
127.	Clear 20-Foot Wide Easement - Light	1,000	L.F.	$6.00	$6,000.00
128.	Clear 20-Foot Wide Easement - Medium	1,000	L.F.	$14.00	$14,000.00
129.	Clear 20-Foot Wide Easement - Heavy	1,000	L.F	$18.00	$18,000.00
DRIVEWAY AND ROAD REPAIR AND REPLACEMENT					
130.	Gravel Driveway Replacement	50	S.Y.	$30.00	$1,500.00
131.	Asphalt Driveway Replacement	50	S.Y.	$40.00	$2,000.00
132.	Concrete Driveway Replacement – Residential	100	S.Y.	$45.00	$4,500.00
133.	Concrete Driveway Replacement - Commercial	100	S.Y.	$50.00	$5,000.00
134.	Concrete Sidewalk	100	S.Y.	$50.00	$5,000.00
135.	Concrete Curb and Gutter	200	L.F.	$40.00	$8,000.00
136.	Granite Curb	100	L.F.	$80.00	$8,000.00
137.	Asphalt Pavement Removal and Replacement (Type A Cut Repair)	500	S.Y.	$55.00	$27,500.00

138.	Complete Fulton County Standard Utility Cut (Type C Cut Repair)	2,000	S.Y.	$90.00	$180,000.00
139.	Road Surface Milling less than 50 S.Y.	1,000	S.Y.	$75.00	$75,000.00
140.	Road Surface Milling 50 S.Y. to 200 S.Y.	1,000	S.Y.	$65.00	$65,000.00
141.	Road Surface Milling more than 200 S.Y.	8,000	S.Y.	$35.00	$280,000.00
142.	Road Surface Overlay	10,000	S.Y.	$25.00	$250,000.00
	PAVEMENT MARKING AND STRIPING				
143.	4- or 5-Inch Std. DOT Striping - Thermoplastic	200	L.F.	$13.00	$2,600.00
144.	4- or 5-Inch Std. DOT Striping - Paint	50	L.F.	$6.00	$300.00
145.	Std. DOT Stop Bar – Thermoplastic – 24 inch Wide	20	L.F.	$125.00	$2,500.00
146.	Std. DOT Stop Bar – Paint – 24-inch Wide	20	L.F.	$60.00	$1,200.00
	TRAFFIC CONTROL- AS ORDERED BY THE PROJECT MANAGER				
147.	Std. DOT Concrete Barrier	400	L.F.	$10.00	$4,000.00
148.	MUTCD Std. Safety Barrel	20	Each / Day	$4.00	$80.00
149.	Police Cruiser	80	Hours	$95.00	$7,600.00
150.	Certified Flagman	80	Hours	$85.00	$6,800.00
151.	Light Plant	80	Hours	$80.00	$6,400.00
152.	Electronic Message Board	10	Days	$250.00	$2,500.00
	REMOVE AND REPLACE EXISTING FENCE				
153.	4-Foot High Chain Link	40	L.F.	$40.00	$1,600.00
154.	6-Foot High Chain Link	40	L.F.	$50.00	$2,000.00
155.	6-Foot High Wood	40	L.F.	$60.00	$2,400.00
	CAST IN PLACE CONCRETE				
156.	Concrete Piers	20	C.Y.	$750.00	$15,000.00
157.	General Concrete Placement	40	C.Y.	$400.00	$16,000.00
158.	Concrete – Flow-able Fill	100	C.Y.	$250.00	$25,000.00

159.	Reinforced Concrete Placement	40	C.Y.	₦ 850.00	₦ 34,000.00
PROGRAMMABLE ELECTRONIC MARKING DEVICES					
160.	Line Marker Balls - 3M 1424-XR-ID	100	Each	₦ 20.00	₦ 2,000.00
CCTV AS ORDERED BY PROJECT MANAGER					
161.	Pre-installation CCTV 8 inch to 20 inch diameter pipe	5,000	L.F.	₦ 3.50	₦ 17,500.00
162.	Pre-installation CCTV 20 inch to 36 inch diameter pipe	5,000	L.F.	₦ 5.00	₦ 25,000.00
163.	Pre-installation CCTV Above 36 inch diameter pipe	5,000	L.F.	₦ 7.00	₦ 35,000.00
164.	Post-installation CCTV 8 inch to 20 inch diameter pipe on new pipe	5,000	L.F.	₦ 3.00	₦ 15,000.00
165.	Post-installation CCTV 20 inch to 36 inch diameter pipe on new pipe	5,000	L.F.	₦ 4.50	₦ 22,500.00
166.	Post-installation CCTV Above 36 inch diameter pipe on new pipe	5,000	L.F.	₦ 6.00	₦ 30,000.00
UTILITY LOCATION – EXCAVATION AND BACKFILL					
167.	Soft Dig Hydro Excavation	60	Hour	₦ 450.00	₦ 27,000.00
168.	Exploratory Excavation	200	C.Y.	₦ 200.00	₦ 40,000.00
EMERGENCY SERVICES					
The following labor and equipment are included for when the County needs manpower or additional equipment to assist in making emergency repairs other than those specified above as unit price items. Hourly rate items below shall NOT apply when work is performed under non-emergency conditions. Once an emergency condition has ended, work will proceed based upon unit price line items. A Notice to Proceed for each phase of the project will indicate emergency or non-emergency project status.					
169.	Sewer Superintendent	20	Hour	₦ 110.00	₦ 2,200.00

170.	Sewer Crew Truck - Fully Equipped with tools and repair parts including but not limited to pipe saw, wacker-packer, chain saw, and miscellaneous hand tools, including sewer foreman and three laborers.	40	Hour	$450.00	$18,000.00
171.	Rubber Tired Front End Loader With Trailer and Operator	40	Hour	$160.00	$6,400.00
172.	Rubber Tired Backhoe With Trailer and Operator	40	Hour	$160.00	$6,400.00
173.	Excavator With Trailer and Operator	40	Hour	$180.00	$7,200.00
174.	Trench Compactor With Operator	20	Hour	$120.00	$2,400.00
175.	Mobile Air Compressor With Hoses and Air Tools (Jackhammer, Pavement Breaker, Clay Spade, etc.)	20	Hour	$120.00	$2,400.00
NON-EMERGENCY SERVICES					
The following labor and equipment are included for when the County needs manpower or additional equipment to assist in making emergency repairs other than those specified above as unit price items. Hourly rate items below shall NOT apply when work is performed under non-emergency conditions. Once an emergency condition has ended, work will proceed based upon unit price line items. A Notice to Proceed for each phase of the project will indicate emergency or non-emergency project status.					
176.	Sewer Superintendent	20	Hour	$100.00	$2,000.00
177.	Sewer Crew Truck - Fully Equipped with tools and repair parts including but not limited to pipe saw, wacker-packer, chain saw, and miscellaneous hand tools, including sewer foreman and three laborers.	40	Hour	$425.00	$17,000.00

178.	Rubber Tired Front End Loader With Trailer and Operator	40	Hour	$160.00	$6,400.00
179.	Rubber Tired Backhoe With Trailer and Operator	40	Hour	$150.00	$6,000.00
180.	Excavator With Trailer and Operator	40	Hour	$160.00	$6,400.00
181.	Trench Compactor With Operator	20	Hour	$100.00	$2,000.00
182.	Mobile Air Compressor With Hoses and Air Tools (Jackhammer, Pavement Breaker, Clay Spade, etc.)	20	Hour	$100.00	$2,000.00
	CASH ALLOWANCES				
183.	Soils, Concrete, Asphalt, and Materials Testing	1	LS	$20,000.00	$20,000.00
184.	Utility Conflict Resolution	1	LS	$20,000.00	$20,000.00
185.	Large Tree Removal (18-Inch Diameter and Above -)	1	LS	$20,000.00	$20,000.00
186.	Bypass Pumping (Specialty Contractor)	1	LS	$20,000.00	$20,000.00
187.	Pre-blast Survey/Inspection and Blasting Monitoring	1	LS	$20,000.00	$20,000.00
188.	Total Base Bid Amount Lines (1 - 184)				$5,840,030.00

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. Enclosed is a Bid Bond in the approved form, in the sum of:

FIVE PERCENT OF PRINCIPAL BID Dollars

($ 292,001.50) according to the conditions of "Instructions to Bidders" and provisions

thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # 1 DATED 10/15/21

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

BIDDER: WADE COUTS COMPANY

Signed by: W. GREG COUTS
[Type or Print Name]

Title: VICE PRESIDENT

Business Address: 174 DUNCAN CIRCLE
HIRAM, GA 30141

Business Phone: (770) 819-0601

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
W. WADE COATS PRESIDENT	174 DUNCAN CIRCLE HIRAM, GA 30141
W. GREG COATS VICE-PRESIDENT	174 DUNCAN CIRCLE HIRAM, GA 30141

END OF SECTION

EXHIBIT E

PURCHASING FORMS

WADE COOTS COMPANY, LLC

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

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[1] under a contract with **[insert name of prime contractor]** WADE COOTS COMPANY, INC. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,[2] in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

1435443
EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

VICE PRESIDENT
Title of Authorized Officer or Agent of Contractor

W. GREG COOTS
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 20th day of OCTOBER, 2021.

Notary Public:

County: FLOYD

Commission Expires: 4-8-25

MARK SHAWN SUTTON NOTARY PUBLIC FLOYD COUNTY, GA Exp. Apr. 8, 2025

[1]O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed $2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

[2]*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

WADE COOTS COMPANY, INC.

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON N/A

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor 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[3] under a contract with **[insert name of prime contractor]** _____behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,[4] in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

_____
EEV/Basic Pilot Program* User Identification Number

_____
BY: Authorized Officer of Agent
(Insert Subcontractor Name)

_____
Title of Authorized Officer or Agent of Subcontractor

_____
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

[3]O.C.G.A.§ 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed $2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

[4]*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

WADE COOTS COMPANY, INC

PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form B: Georgia Security and Immigration Subcontractor Affidavit
- Form C: Professional License Certifications
  - Form C1 – Georgia Utility License Contractor License
  - Form C2 – Georgia General Contractors License
  - Form C3 – Georgia Professional License
- Form D: Disclosure Form and Questionnaire

SECTION 6

PURCHASING FORMS

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: WADE COOTS COMPANY, INC

Utility Contractor's Name: W. GREG COOTS

Expiration Date of License: 04/30/2023

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO: UC300104
Wade Coots Company, Inc.

P.O. Box 549
Powder Springs GA 30127

Utility Contractor

EXP DATE - 04/30/2023 Status: Active
Issue Date: 12/28/1993

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Wade Coots Company, Inc.
174 Duncan Circle
Hiram GA 30141

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No: UC300104
Wade Coots Company, Inc.

P.O. Box 549
Powder Springs GA 30127

Utility Contractor

EXP DATE - 04/30/2023 Status: Active
Issue Date: 12/28/1993

FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE CERTIFICATION

Contractor's Name: WADE COOTS COMPANY, INC

General Contractor's License Number: GCC21-18272

Expiration Date of License: 12/31/2021

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: W. C.

Date: 10-20-21

(ATTACH COPY OF LICENSE)

City of Hiram

Occupational Tax Certificate

2021

Date Issued: 01/12/2021 Certificate Number: OCC21-18272 Expiration Date: 12/31/2021

Issued to: **WADE COOTS COMPANY INC**

Type of Business: **Water and Sewer Line and Related Structures Construction**

Location: **174 DUNCAN CIR**

Mailing Address: **WADE COOTS COMPANY INC**

PO BOX 549
POWDER SPRINGS, GA 30127

In consideration of which is granted a Certificate in this City for the period ending December 31, 2021.

Witness by hand and seal for the City, day and year above written.

Melina Chosewood
City Clerk

DISPLAY IN A CONSPICUOUS PLACE. MAY BE REVOKED FOR CAUSE.
NON-TRANSFERABLE

City of Hiram

Occupational Tax Certificate

Receipt for Certificate

2021

Date Issued: 01/12/2021 Certificate Number: OCC21-18272 Expiration Date: 12/31/2021

FEE INFORMATION

CLASS 1 $1,750.00

TOTAL PAID **$1,750.00**

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor ____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed:

_____

Date:

_____

(ATTACH COPY OF LICENSE)

N/A

FORM D: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

   For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

A SEE ATTACHED

October 19, 2021

Bid: 21ITB081321K-CRB (2021 Standby Misc. Construction Wastewater Services)

Re: Response to Proposer's Disclosure Form and Questionnaire

The following responses correlate respectively to the numerically listed questions solicited in the specifications attached hereto:

General Questions

1. Wade Coots Company, Inc. officers and directors:

W. Wade Coots	President
W. Greg Coots	Vice President
Margaret Coots	Secretary

There are no "Affiliates" for this Project.

2. The Wade Coots Company, Inc. is a local underground utility Contractor that has been in business for over 29 years and has grown from 8 employees to over 20 employees. The Company owns and operates its own equipment necessary to do the majority of the Work for this Contract. Wade Coots Company, Inc. specializes in Annual Contracts and holds multiple Annuals in Cobb, Fulton, and Marietta.

3. All business that has been done on previous Fulton County Contracts has been completed as Wade Coots Company, Inc. No individuals or employees have or had a separate business relationship with the County outside of Wade Coots Company, Inc.

W. Wade Coots
President

UNDERGROUND UTILITY CONTRACTOR
174 DUNCAN CIRCLE, HIRAM, GA 30141
PHONE 770/819-0601 FAX: 770/819-0601102

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

   (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

   Circle One: YES (NO)

   (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

   Circle One: YES (NO)

   (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

   Circle One: YES (NO)

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

   Circle One: YES (NO)

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

   Circle One: YES (NO)

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

   Circle One: YES (NO)

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty or\f perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 19TH day of OCTOBER, 2021

WADE COUTS COMPANY, INC 10/19/21
(Legal Name of Proponent) (Date)

10/19/21
(Signature of Authorized Representative) (Date)

VICE PRESIDENT
(Title)

Sworn to and subscribed before me,

This 20th day of OCTOBER, 2021

(Notary Public) (Seal)

MARK SHAWN SUTTON NOTARY PUBLIC Exp. Apr. 8, 2025 FLOYD COUNTY, GA

Commission Expires 4-8-25
(Date)

EXHIBIT F

CONTRACT COMPLIANCE FORMS

WADE COOTS COMPANY, INC

SECTION 7

CONTRACT COMPLIANCE REQUIREMENTS

October 20, 2021

Ms. Bebe Love
Contract Compliance Officer
Fulton County Office of Contract Compliance
130 Peachtree Street, SW
Atlanta, GA 30303

Project, (Bid): 21ITB08132K-CRB (2021 Standby Misc. Construction Wastewater System Services Contract)
Re: EBO Plan

Dear Ms. Love,

Our EBO Plan is as follows,

Wade Coots Company, Inc. has reviewed the above mentioned and intends to Subcontract 0% of the Work under this Bid.
We plan to self-perform all work unless we have to utilize a specialty contractor. There are no specific jobs outlined in the bid to see what work will be required. If awarded and see a need to hire the services of a subcontractor we will utilize the registered MBE's under Fulton's website and get pricing accordingly.

The Total Planned Minority Participation, (MBE) on this Project will be 0%

The remainder of the Subcontracted Work is expected to be less than 1%

For some reason we need to subcontract other parts of this contract, Wade Coots Company, Inc. will utilize the approved subs list from Fulton County or advertise through local media to find other minority firms.

Please contact us if you require any additional information on our EBO Plan.

Sincerely,

Mark Sutton
Project Manager

UNDERGROUND UTILITY CONTRACTOR
298 SIX FLAGS PARKWAY, AUSTELL, GEORGIA 30168
PHONE 770/819-0601 FAX: 770/819-0403

SECTION 7 - CONTRACT COMPLIANCE REQUIREMENTS

Project Name & Number 21ITB081321K-CRB_Standby Miscellaneous Construction Wastewater System Services

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Title VI Non-Discrimination Policy

The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency at no additional cost.

DETERMINATION OF GOOD FAITH/UTILIZATION EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** demonstrate that they have made all efforts reasonably possible to ensure that certified firms have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Documentation of efforts made by the Prime Contractor with regard to this the project should be documented using Exhibit C, Subcontractor Contact Form.

Prime contractors must provide documentation of efforts to include, but not limited to:

1. A list all firms contacted during the solicitation phase but are not included as a subcontractor or supplier participant.

2. Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize certified firms shall include:

- Pre-bid/proposal conferences, Meet and Greet the Prime, Pre-qualification meetings
- Other efforts to solicit participation.

3. A list of publications where the advertisement was placed as well as a copy of the advertisement that must include at a minimum:

    - Project scope of work,
    - Project location
    - Location(s) of where plans and specifications may be viewed or obtained and
    - Subcontracting/trade opportunities

PROMPT PAYMENT

The prime contractor must certify in writing and must document that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state regulation.

REQUIRED FORMS

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** complete and upload Exhibits A through C and the Utilization Plan, if applicable, as described in Section 3.2, Format & Proposal Submission Instructions.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B1 – Schedule of Intended Subcontractor Utilization
- Exhibit B2 – Subcontractors & Suppliers Form
- Exhibit C – Subcontractor Contact Form Utilization Plan (If applicable)

UTILIZATION REPORTING (Post Award)

The awardee(s) will be required to report **all** payments from the County to the prime contractor, and prime contractor payments to subcontractors, sub-consultants and suppliers (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

WORK CATEGORY: Other Services

Based on the above-referenced work category, the availability of MBE and FBE firms available for subcontracting participation/opportunities is:

WORK CATEGORY AVAILABILITY:

11.49% MBE and 2.26% FBE (Subcontracting Level)

Any firm designated as certified by the County and is engaged by the successful Prime Contractor who performs a commercially useful function in the execution of the project will be eligible for participation credit using the following certified designations:

MBE –Minority Business Enterprise

FBE - Female Business Enterprise

SBE – Small Business Enterprise

DBE – Disadvantage Business Enterprise

SDVBE – Veteran Owned Business Enterprise

NON-DISCRIMINATION IN PURCHASING & CONTRACTING PROGRAM REMINDERS

1. Certification: It is the Prime Contractor's responsibility to verify that subcontractor/sub-consultants included in their bid/proposal are certified. The County accepts certifications from the Georgia Minority Supplier Development Council (GMSDC); Women Business Enterprise National Council (WBENC), Small Business Administration (SBA); VETBIZ; Department of Transportation (GDOT) and; the City of Atlanta, Office of Contract Compliance.

2. Reporting: The successful bidder/proposer must submit a monthly subcontractor utilization report of all payments using the automated B2GNOW Payment Software Program. This requirement will be discussed with the awardee at the Kick-Off/Pre-Construction meeting.

3. Exhibit B1 – Schedule of Intended Subcontractor Utilization: It is required that the bidder/proposer designated as the "Prime Contractor" list and submit information on all subcontractors ***(including majority firms)*** they solicited for quotes and plan to utilize for the project. Failure to submit this form may result in your bid/proposal being declared non-responsive.

4. Directories of Certified Firms: To access Directories of certified firms of Fulton County or the entities from whom Fulton County accepts certifications, see web links below:

Fulton County Government
https://fultoncountyga.diversitycompliance.com Click "Search Registered Directory" for Certified Vendors

City of Atlanta Government
https://www.atlantaga.gov/government/mayor-s-office/executive-offices/office-of-contract-compliance
Scroll down and Click "Portal" to search for Certified Vendors

VETBIZ
https://www.vip.vetbiz.ga.gov/
Scroll down to bottom. You will see "Search Business" to search for Service-Disabled Veteran Business Enterprise Certified Vendors.

GDOT
http://www.dot.ga.gov/
Click drop down arrow on "Doing Business" then click "DBE Program". Scroll down, click on " Directories" drop down arrow then click on "UPC Directories" to search for Certified Vendors.

GMSDC – Georgia Minority Supplier Development Council
https://gmsdc.org/

WBENC – Women's Business Enterprise National Council
https://www.wbenc.org/certification

SBA – Small Business Administration
https://www.sba.gov/

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (BRAD HALL), Name

CONTROLLER, Title — WADE COOTS COMPANY, INC., Company Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: BRAD HALL **TITLE:** CONTROLLER

SIGNATURE:

ADDRESS: 174 DUNCAN CIRCLE

HIRAM, GA 30141

PHONE NUMBER: (770) 819-0601 **EMAIL:** BRAD.HALL@WADECOOTSCOMPANY.COM

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal.** All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name WADE COOTS COMPANY, INC.

ITB/RFP Name & Number: 21ITB081321K-CRB

1. My firm, as **Prime** Bidder/Proposer on this scope of work/service(s) **is NOT**☑, **is**☐ a minority or female owned and controlled business enterprise. ☐**African American (AABE);** ☐**Asian American (ABE);** ☐ **Hispanic American (HBE);** ☐**Native American (NABE);** ☐ **White Female American (WFBE);** ☐**Small Business (SBE);** ☐**Service Disable Veteran (SDVBE)** ☐**Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**
☐ Male or ☐ Female (Check the appropriate boxes).

   Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:
   $ 0 Or _____ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

Business Name (a.)		**Business Name** (b.)	
% of JV		**% of JV**	
Ethnicity		**Ethnicity**	
Gender		**Gender**	
Certified (Y or N)		**Certified (Y or N)**	
Agency		**Agency**	
Date Certified		**Date Certified**	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: ($) 0

Total Percentage of Certified Subcontractors: (%) 0

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: _____ **Title:** VICE PRESIDENT

Business or Corporate Name: WADE COOTS COMPANY, INC

Address: 174 DUNCAN CIRCLE

HIRAM, GA 30141

Telephone: (770) 819-0661

Fax Number: (770) 819-0601-102

Email Address: BRAD.HALL@WADECOOTSCOMPANY.COM

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT B2 FORM
SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage

City of South Fulton | August 23, 2022

SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage

EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact

EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact

Company Name: WADE COOTS COMPANY, LLC.

Project # & Title: 21ITB0E1321K-CRB

Printed Signature: Mark Jones

Date: 10-20-21

City of South Fulton I August 23, 2022

SECTION 7

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

Pursuant to Fulton County Code section §102-391, Equal Opportunity Clause, the County effectuates Equal Employment Opportunity. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2010 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete Exhibit B, Equal Employment Opportunity Report ("EEOR"), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the EEOR will be submitted to the Division of Diversity and Civil Rights Compliance for further action.

Title VI Non-Discrimination Policy (600-71)

The Fulton County Board of Commissioners is committed to compliance with Title VI of the Civil Rights Act of 1964 as amended and all related regulations and directives. In this regard, Fulton County assures that no person shall on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Fulton County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, Fulton County will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency at no additional cost.

EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.

2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

DETERMINATION OF GOOD FAITH EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

PROMPT PAYMENT

The prime contractor must certify in writing and must document that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state regulation.

REQUIRED FORMS (To be submitted with Technical Proposal)

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** submit the following completed documents with their Technical Proposal.

- Exhibit A – Promise of Non-Discrimination
- Exhibit C – Schedule of Intended Subcontractor Utilization

The following documents must be completed as instructed if awarded the project:

- Exhibit B – Equal Employment Opportunity Report (EEOR)
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services **(To be submitted only by subcontractor/sub-consultant/suppliers of winning Prime prior to contract execution)**
- Exhibit E – Prime Contractor's Subcontractor Utilization Report **(To be submitted monthly with pay applications)**

All Contract Compliance documents Exhibits A, C and the EBO Plan are to be placed in a **separate sealed envelope** clearly marked **"CONTRACT COMPLIANCE"**. These documents are considered part of and must be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (W. GREG COOTS), Name

VICE PRESIDENT, Title — WADE COOTS COMPANY, INC., Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: W. GREG COOTS **TITLE:** VICE PRESIDENT

SIGNATURE: W. G. Coots

ADDRESS: 174 DUNCAN CIRCLE, HIRAM, GA 30141

PHONE NUMBER: (770) 819-0601 **EMAIL:** MARK.SUTTON@WADECOOTSCOMPANY.COM

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOPI)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	2	1			2	1												
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS	1				1													
TECHNICIANS	2				2													
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS	1	1	1		1	1	1											
CRAFT WORKERS			1				1											
OPERATIVES	2				2													
LABORERS & HELPERS	6				6													
SERVICE WORKERS																		
TOTAL	14	2	2		14	2	2											

FIRM'S NAME: WADE COATS COMPANY, INC.

CONTACT NAME: MARK SUTTON

EMAIL: mark.sutton@wadecoatscompany.com **PHONE NUMBER:** 770-819-0601

SUBMITTED BY: MARK SUTTON **TITLE:** PM

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal.** All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name WADE COOTS COMPANY, INC

ITB/RFP Name & Number: 21ITB081321K-CRB

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) **is NOT**☑, **is**☐ a minority or female owned and controlled business enterprise. ☐**African American (AABE)**☐**; Asian American (ABE);** ☐ **Hispanic American (HBE);** ☐**Native American (NABE);** ☐ **White Female American (WFBE); **If yes, please attach copy of recent certification.** (Check the appropriate boxes)

   Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly:
   $ Ø or Ø %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

Business Name (a.)		**Business Name** (b.)		**Business Name** (c.)	
% of JV		**% of JV**		**% of JV**	
Ethnicity		**Ethnicity**		**Ethnicity**	
Gender		**Gender**		**Gender**	
Phone#		**Phone#**		**Phone#**	

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
EMAIL ADDRESS: _____ PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____ COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____ %

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
EMAIL ADDRESS: _____ PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
EMAIL ADDRESS: _____ PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
EMAIL ADDRESS: _____ PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

SUBCONTRACTOR NAME:_____
ADDRESS:_____
_____
EMAIL ADDRESS: _____ PHONE:_____
CONTACT PERSON:_____
ETHNIC GROUP*:_____COUNTY CERTIFIED**_____
WORK TO BE PERFORMED:_____
DOLLAR VALUE OF WORK: $_____ PERCENTAGE VALUE:_____%

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: ($) Ø

Total Percentage of Subcontractor Value: (%)	0

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** VICE PRESIDENT

Business or Corporate Name: WADE COOTS COMPANY, INC.

Address: 174 DUNCAN CIRCLE

HIRAM, GA 30141

Telephone: (770) 819-0601

Fax Number: (770) 819-0601-102

Email Address: BRAD.HALL@WADECOOTSCOMPANY.COM

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: WADE COOTS COMPANY, INC
(Name of Prime Contractor's Firm)

From: N/A
(Name of Subcontractor's Firm)

ITB/RFP Number: 21ITB081321K-CRB

Project Name: STANDBY MISCELLANEOUS CONSTRUCTION WASTEWATER SERVICES

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount
100% SELF PERFORM	TBD	TBD	Ø

WADE COOTS COMPANY, INC
(Prime Bidder)

Signature W. Coots

Title VICE PRESIDENT

Date 10/19/21

(Subcontractor)

Signature _____

Title _____

Date _____

N/A

EXHIBIT E - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Phone #:						
Email:						

AMOUNT OF PAY APPLICATION THIS PERIOD: $ _____

TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD): $ _____

TOTAL AMOUNT PAID YEAR TO DATE: $ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount of Pay Application This Period	Contract Period Starting Date	Contract Period Ending Date
TOTALS						

Executed By: _____ _____

(Signature) *(Printed Name)*

Notary: _____ Date: _____

My Commission Expires: _____

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EXHIBIT G

INSURANCE AND RISK MANAGEMENT FORMS

WADE COOTS COMPANY, INC.

SECTION 5

INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management Provisions
Standby Sewer Rehabilitation Services – Wastewater system

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader coverages and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	$500,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	$500,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	$500,000.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	-	$1,000,000
(Other than Products/Completed Operations)	General Aggregate	-	$2,000,000
Products\Completed Operations	Aggregate Limit	-	$2,000,000
Personal and Advertising Injury	Limits	-	$1,000,000
Damage to Rented Premises	Limits	-	$100,000

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Bodily Injury & Property Damage	Each Occurrence	-	$1,000,000

4. UMBRELLA LIABILITY per Occurrence/Aggregate $1,000,000/$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

5. CONTRACTORS POLLUTION LIABILITY Each Occurrence $2,000,000

May be required applicable to work being performed. *Or by endorsement to General Liability Policy for sudden and accidental

Certificates:

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation) using ISO Additional Insured Endorsement CG 20 10 (11/85) version, its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government
Attn: Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: WADE COOTS COMPANY, INC.
SIGNATURE: _____
NAME: BRAD HALL TITLE: CONTROLLER
DATE: 10/18/21

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/16/2021

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
Yates Insurance Agency
2800 Century Parkway NE
Suite 300
Atlanta GA 30345-

CONTACT NAME:
PHONE (A/C, No, Ext): 404-633-4321 **FAX (A/C, No):** 404-633-1312
E-MAIL ADDRESS: certs@yatesins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Illinois Union Insurance Company	27960
INSURER B : Monroe Guaranty Insurance Company	32506
INSURER C : National Trust Insurance Company	20141
INSURER D : FCCI Insurance Company	10178
INSURER E :	
INSURER F :	

INSURED WADECO01-C
Wade Coots Co., Inc.
174 Duncan Circle
Hiram GA 30141

COVERAGES **CERTIFICATE NUMBER:** 754436331 **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	
D	X COMMERCIAL GENERAL LIABILITY	Y		CPP100049281	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY	Y		CA100003783	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR	Y		UMB100015831	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N / A		WC0100058632	7/1/2021	7/1/2022	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution Liability			CPYG28174329 006	7/1/2021	7/1/2022	$10,000 Ded	$1,000,000 Occ/Agg
D	Leased/Rented Equipment			CPP100049281	7/1/2021	7/1/2022	$1,000 Ded	$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions, forms, and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for Ongoing & Completed Operations and Automobile Liability; Blanket Primary and Non-Contributory in regards to General Liability; Blanket Waiver of Subrogation in regards to General Liability, Automobile Liability and Workers Compensation. Per Project Aggregate applies to the General Liability. Umbrella is subject to policy limits, forms, terms, conditions, and exclusions.

FORMS:
CGL088 (01/15) First Choice Contractors Liability Endorsement
See Attached...

CERTIFICATE HOLDER

Fulton County, Georgia
Department of Purchasing & Contract Compliance
130 Peachtree St SW, Suite 1168
Atlanta GA 30303-3459
USA

CANCELLATION

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
W. Barry Danson

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AGENCY CUSTOMER ID: WADECO01-C

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Yates Insurance Agency	Wade Coots Co., Inc. 174 Duncan Circle Hiram GA 30141
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CGL084 (10/13) Additional Insured-Owners Lessees or Contractors-Automatic Status When Required In Construction Agreement With You-Ongoing Operations And Products-Completed Operations
CG2033 (04/13) Additional Insured-Owners, Lessees Or Contractors-Automatic Status When Required In Construction Agreement
CG2001 04/13 Primary and Non-contributory- other insurance
CAU003 (05/19) Auto Advantage Coverage Endorsement
MAN-AU (01/02) Blanket Waiver
WC000313 (1983) Waiver Of Our Right To Recover From Others Endorsement
1UNCUM 9549 (09/16) Schedule of Underlying Insurance
CU0001 (04/13) Commercial Liability Umbrella Coverage Form

Project: 18ITB112052K-DB. 2018 Standby Misc. Construction – Wastewater System Services

Entity: Fulton County, Georgia

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EXHIBIT H

PAYMENT & PERFORMANCE BONDS

PAYMENT BOND

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.

3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.

4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.

6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.

7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."

8. The name of each person signing this bond shall be typed or printed in the space provided.

Bond Number 30133493

PAYMENT BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means **21ITB081321K-CRB, Standby Miscellaneous Construction – Wastewater System Services**

"Principal:" (Legal Name and Business Address), called the [Insert Name of Contractor (hereinafter "Principal"]
Wade Coots Company, Inc.

174 Duncan Circle, Hiram, GA 30141-3254

Type of Organization ("X" one):
_____ Individual
_____ Partnership
_____ Joint Venture
__X__ Corporation

"Surety:" (Name and Business Address)
Western Surety Company

151 N. Franklin St., Chicago, IL 60606

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated 9th day of March, 2022, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount, Three Million Two Hundred Thousand and 00/100 ($3,200,000.00)

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

1. A "Claimant' shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this day of March 9, 2022.

PRINCIPAL: Wade Coots Company, Inc.

VP

President/Vice President (Sign)

W. GREG COOTS VP.

President/Vice President (Type or Print)

Attested to by:

Margaret A. Coots

Secretary/Assistant Secretary (Seal)

SURETY: Western Surety Company

By: _____
Attorney-in-Fact (Sign)

Margaret S. Meyers
Attorney-in-Fact (Type or Print)

_____
~~Secretary/Assistant Secretary~~ (Seal)
Witness

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Margaret S Meyers, F Anderson Philips, Douglas L Rieder, John W Miller II, Brian M Perry, W Wesley Hamilton, Michael J Brown, Individually

of Atlanta, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 24th day of February, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , .

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

PERFORMANCE BOND

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the County.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.

3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.

4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

5. Do not date this bond. The County will date this bond the same date or later than the date of the Agreement.

6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.

7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."

8. The name of each person signing this bond shall be typed or printed in the space provided.

PERFORMANCE BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means **21ITB081321K-CRB: Standby Miscellaneous Construction – Wastewater System Services**

"Principal:" (Legal Name and Business Address), [Insert Name of Contractor (hereinafter called the "Principal"]

Wade Coots Company, Inc.

174 Duncan Circle, Hiram, GA 30141-3254

Type of Organization ("X" one):
_____ Individual
_____ Partnership
_____ Joint Venture
__X__ Corporation

"Surety:" (Name and Business Address)

Western Surety Company

151 N. Franklin St., Chicago, IL 60606

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated 9th day of March, 2022, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of contract amount] Three Million Two Hundred Thousand and 00/100 ($3,200,000.00).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder,

arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,

3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this 9th day of March, 2022.

PRINCIPAL: Wade Coots Company, Inc.

V.P.

President/Vice President (Sign)

W. GREG COOTS V.P.

President/Vice President (Type or Print)

Attested to by:

Margaret A. Coots

Secretary/Assistant Secretary (Seal)

SURETY: Western Surety Company

By:

Attorney-in-Fact (Sign)

Margaret S. Meyers

Attorney-in-Fact (Type or Print)

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Margaret S Meyers, F Anderson Philips, Douglas L Rieder, John W Miller II, Brian M Perry, W Wesley Hamilton, Michael J Brown, Individually

of Atlanta, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 24th day of February, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , .

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	6:10 p.m. Request Council Approval authorizing staff to execute a piggyback agreement with the City of Dunwoody and to enter into and agreement with Lowe Engineers, LLC to provide 24/7 traffic engineering support in various capacities and management of the CIP and T-SPLOST Programs, including the Fulton Industrial Area. The agreement will be effective October 1, 2022, and ending September 30, 2023 with three one-year renewal terms until September 30, 2026.
DATE:	August 23, 2022
SUBJECT:	6:10 p.m. Request Council Approval authorizing staff to execute a piggyback agreement with the City of Dunwoody and to enter into and agreement with Lowe Engineers, LLC to provide 24/7 traffic engineering support in various capacities and management of the CIP and T-SPLOST Programs, including the Fulton Industrial Area. The agreement will be effective October 1, 2022, and ending September 30, 2023 with three one-year renewal terms until September 30, 2026.
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Lowe Engineering Traffic Op and PM CIP-TSPLOST Piggyback Agreement City of Dunwoody (004)	Cover Memo	8/22/2022
LOWE Final Signed PARKS and PUBLIC WORKS reduced City of Dunwoody (004)	Cover Memo	8/22/2022

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.*		
❑ **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*		
❑ **Human Resources Director** *Complies with HR policies and procedures; positions are budgeted*		
❑ **Public Safety** *Complies with Division/programmatic processes. Specify Fire or Police*		
❑ **Public Works Director** *Complies with Division/programmatic processes*		
❑ **Other (Clerk's Office, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area*		
❑ **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**

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

DECISION MEMO

TO: Tammi Saddler Jones
City Manager

THROUGH: Don Toms
Assistant City Manager

FROM: Antonio M Valenzuela
Public Works Director

DATE: August 12, 2022

SUBJECT: Request Council approval authorizing staff to enter a piggyback Agreement with the City of Dunwoody with Lowe Engineers, LLC for Traffic Engineering and Capital/TSPLOST Project Management Services in the amount not to exceed $ 965,404

Background:

On September 30, 2022, the current City of South Fulton contract with Jacobs, that include the functions and services related to Traffic Engineering and Operations as well as the Program/ Project Management of the Capital Improvement Program (CIP) and T-SPLOST, will expire. The Department of Public Works is seeking authorization to execute a piggyback agreement with the City of Dunwoody and to enter into and agreement with Lowe Engineers, LLC to provide 24/7 traffic engineering support in various capacities and management of the CIP and T-SPLOST Programs, including the Fulton Industrial Area. The agreement will be effective October 1, 2022, and ending September 30, 2023 with three one-year renewal terms until September 30, 2026.

Fiscal Impact
Upon approval, the agreement between the City of South Fulton and Lowe Engineers, LLC will be budgeted under the Capital Budget funding line 100-4100-52-1200

Decision Needed: Authorize staff to execute a piggyback agreement with the City of Dunwoody and Lowe Engineers, LLC, to for citywide Program Management for Traffic Engineering and Capital/TSPLOST Services in the amount not to exceed $965,404.

Decision: **Approved ❑ Disapproved ❑**

Comments:

_____

_____

_____ _____

Signature **Date**

PIGGYBACK AGREEMENT WITH LOWE ENGINEERS, LLC FOR PROGRAM MANAGEMENT FOR TRAFFIC ENGINEERING AND CAPITAL/T-SPLOST PROJECT MANAGEMENT SERTVICES

TOTAL VALUE= $965,404

This agreement ("Agreement") is made and entered into by and between the **CITY OF SOUTH FULTON,** a municipal corporation of the State of Georgia ("City"), and **LONG ENGINEERING, INC.** ("Consultant") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Piggybacked Contract caused for Consultant to provide 24/7 traffic engineering support in various capacities and management of the City Capital Improvement and T-SPLOST Programs;

WHEREAS, the City desires to acquire Traffic Engineering support and Program/Program Management Support, as referenced in Exhibit A – Project Understanding and;

WHEREAS, the City similarly desires to acquire services from Consultant to conduct standby technical, professional and other engineering transportation services within the City.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.** Consultant hereby agrees to render services to the City as set forth in the Proposal attached hereto as Exhibit A and incorporated herein by this reference. Consultant shall comply with all applicable local, state, and federal ordinances, laws and regulations in performing under this Agreement.
2. **Compensation**
    a. Fee. As consideration for the Services, City of South Fulton shall pay to Consultant the **Agreed Fee** as described in **Exhibit A ($965,404.00)** attached hereto and incorporated herein by this reference.
    b. Manner of Payment. Consultant shall, monthly, prepare and submit to the City of South Fulton Finance Department an invoice, indicating Items Supplied during the applicable time period, together with such supporting documentation as may be required by City of South Fulton. Each invoice shall be paid within thirty (30) days after submission of an invoice.

3. **Notices.** With the exception of change orders, purchase orders, notice to proceed and invoices, all notices or other communications required under this Agreement shall be in writing and shall be deemed to have been duly given when mailed by certified or registered 42,084.43mail, 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:** Antonio Valenzuela 5440 Fulton Industrial Blvd Atlanta, Georgia, 30336	**With copies to:** Tammi Saddler Jones, City Manager 5440 Fulton Industrial Blvd Atlanta, Georgia, 30336
If **to Contractor:** Sameer Patharkar, PE Lowe Engineers, LLC 990 Hammond Drive Atlanta, GA 30328	

4. **Invoicing.** The City Public Works Director and City Manager shall serve as the City's authorized representatives under this Agreement. All change orders, purchase orders, notice to proceed and invoices shall be submitted by Consultant to the City to the attention of:

   Antonio Valenzuela,
   Public Works Director
   City of South Fulton
   5440 Fulton Industrial Blvd. SW
   Atlanta, Georgia 30336
   Email: Antonio.Valenzuela@cityofsouthfultonga.gov

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. **Term.** This Agreement shall become effective as of October 1, 2022 and shall continue in effect until September 30, 2023. The City Shall have the right to renew the Agreement for three (3) additional 1-year terms. City Shall provide notice of renewal at least 30 days prior to expiration of the current term.

7. **Termination.** Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

   a. If City of South Fulton fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement.

   b. If Consultant fails to perform or observe any of its duties or obligations under the terms of this Agreement.

c. If City of South Fulton or Consultant shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated without cause by either party at any time upon written notice in accordance with Section 12 below by giving 30 days written notice.

If this Agreement is terminated pursuant to this paragraph, Consultant shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

8. **Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Consultant shall immediately terminate the Services hereunder and shall deliver promptly to City of South Fulton all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

9. **Standard of Performance and Compliance with Applicable Laws.**

Consultant warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Consultant agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act and the Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit B, and agrees to execute and provide such certifications to City of South Fulton, which are incorporated into and made a part of this Agreement.

Consultant warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Consultant hereunder or which in any manner affect this Agreement.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in

every subcontract for services contemplated under this Agreement.

10. **Conflicts of Interest.** Consultant warrants and represents that:
    a. The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

    b. Consultant is not presently subject to any agreement with a competitor or with any other party that will prevent Consultant from performing in full accord with this Agreement; and

    c. Consultant is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and

    d. Consultant shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

11. **Proprietary Information.** Consultant acknowledges that it may have access to and become acquainted with confidential and other information proprietary to City of South Fulton including, but not limited to, information concerning City of South Fulton, its operations, customers, citizens, business and financial condition, as well as information with respect to which Consultant has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Consultant agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Consultant under this section shall survive the termination of this Agreement.

12. **Not Applicable.**

13. **Assignment.**

Consultant shall not assign this Agreement, or the rights and obligations created herein without the prior express written consent of City of South Fulton. Any attempted assignment by Consultant without the prior express written approval of City of South Fulton may, at City of South Fulton' sole option, result in the termination of this Agreement without any notice to Consultant of such termination.

14. **Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

15. **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 constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. **Disputes.**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to City of South Fulton of the claim and the intent to initiate a civil action.

17. **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.

18. **Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

19. **Heading.**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

20. **Interpretation of Exhibits and Exclusion of External References.**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Consultant. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Consultant, the provisions of the main body of this Contract Agreement shall control. Website links inserted by the Consultant into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

21. **Not Applicable.**

22. **Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

The City of South Fulton

Tammi Saddler Jones,
City Manager

Contractor: (Lowe Engineers, LLC)

By:_____

Name:_____

Title:_____

Corporate Secretary/Assistant Secretary (Seal)

Effective Date

Approved as to form:

Vincent Hyman, City Attorney

EXHIBITS

EXHIBIT A	Contractor Proposal
EXHIBIT B	Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
EXHIBIT C	Insurance Requirements

June 30, 2022

Mr. Antonio Valenzuela
Public Works Director
City of South Fulton
5440 Fulton Industrial Boulevard SW
Atlanta, GA 30336

RE: Citywide Program Management for Traffic Engineering and Capital/ TSPLOST project management services

Dear Mr. Valenzuela,

Lowe Engineers, LLC (Lowe) appreciates this opportunity to present our approach, our team, and budget to serve the City of South Fulton for Traffic Engineering and Capital/ TSPLOST project management services. We offer knowledgeable, skilled, and professional staff who provide exceptional services for our clients.

We understand that this is a 24/7 support contract. Lowe staff will be an extension to the Public Works Department under the guidance of the Public Works Department. We have extensive experience providing these services in other cities in the metro Atlanta area. We will provide operational support and review services under this contract.

Thank you again for the opportunity to submit our qualifications. I am happy to help with any questions. I can be reached by phone at 205.222.1034 or email at sameer@loweengineers.com.

Sincerely,

Sameer Patharkar, PE
Partner

PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SOUTH FULTON GA (OWNER) AND LOWE ENGINEERS, LLC (ENGINEER)

THIS IS AN AGREEMENT effective as of 07/05/2022 ("Effective Date") between **THE CITY OF SOUTH FULTON** ("Owner") and **LOWE ENGINEERS, LLC** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Provide Project Management Consulting Services to The City of South Fulton Georgia ("Project").

Engineer's services under this Agreement are generally identified as follows: Traffic Engineering Project Management Services ("Services"). Please reference Exhibit A – Project Understanding.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").

B. Engineer shall complete its Services within the following specific time period commencing October 1, 2022 through September 30, 2023.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. The period of contract runs from October 1, 2022 through midnight on September 30, 2023.

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) from

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said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times negotiated hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Negotiated rates are attached as *Exhibit B*.

2.03 *Additional Services:* This contract does not include the option for Additional Services for the term of this agreement, i.e. October 1, 2022 through September 30, 2023.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

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d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

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B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. The Engineer grants its construction review personnel no authority to make any changes to contract documents. All changes, without exception, must be approved by the client.

G. Unless specified differently elsewhere in this contract, the Client and their project managers, agents, and representatives accept all responsibility for supervision, management, direction, inspection and review of all construction surveys and staking performed by the Engineer. The Client further accepts responsibility to notify the Engineer within 48 hours of any suspected errors or omissions. The Engineer agrees to promptly investigate and replace if necessary, and construction staking found to be in error or omitted; however, the Engineer in no way accepts liability for construction activity costs that result from these errors and/or omissions.

H. Unless otherwise agreed, Client shall provide free and unrestricted right-of-entry to the land owned or controlled by the Client and that the Client will indemnify and hold Engineer harmless from any damages, losses, cost, expense, or liability including attorney's fees, by reason of the failure of the Client to be possessed with the means of unrestricted ingress and egress to and from the property as well as any failure of title in Client as to the property which Client has warranted that it owns or over which it has control. Engineer will take reasonable precautions to minimize damage to the land caused by their equipment. However, unless otherwise agreed, the Basis of Payment as set forth in Paragraph 2.02 does not include the cost of restoration or damage which may result from the Engineer's operations. If Client desires the Engineer to restore the land to its former condition, we will comply and add the cost to the fee, unless the damage is caused by the Engineer's or its employees' negligence or willful misconduct, in which event Engineer shall pay for such restoration.

I. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the

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Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

J. The location of existing underground utilities is shown in an approximate way only. The Client or his Contractor shall determine the exact location of all existing utilities before commencing work. The Client agrees to be fully responsible for any and all damages which might be occasioned by failure of the Client or his Contractors to exactly locate and preserve any and all underground utilities.

K. On maps compiled by the Engineer using photogrammetric methods, contours portrayed as dashed or broken lines represent areas of dense vegetation and should be considered approximate. Unless noted otherwise, mapping has not been field verified. Prior to use as a basis for design and/or construction, mapping must be field verified.

L. From time to time the Engineer may provide the Client with preliminary working drawings, sketches, opinions of probable cost, draft specifications, etc. These documents may or may not be labeled "Preliminary". The Client should not under any circumstances use this information as if it were final. Preliminary documents have not been reviewed and may change substantially prior to final submittal.

M. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

N. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $25,000.00 or the total amount of compensation received by Engineer, whichever is greater.

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O. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

P. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

Q. This Agreement is to be governed by the law of the State of Georgia in a court of law with venue in Fulton County, Georgia.

R. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

B. In the event that any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

7.01 *Definitions*

A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating,

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relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:*

Exhibit B– Project Understanding
Exhibit c– Engineer's City of South Fulton GA Negotiated Fees

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **The City of South Fulton**	Engineer: **Lowe Engineers, LLC**
By:	By:
Print name:	Print name: Sameer Patharkar, PE
Title:	Title: Partner
Date Signed:	Date Signed: 07/05/2022

Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
City of South Fulton	**Lowe Engineers, LLC**
5440 Fulton Industrial Blvd, SW	**990 Hammond Drive, Suite 900**
Atlanta, GA 30336	**Atlanta, Georgia 30328**

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Project Understanding

We understand the City of South Fulton is looking for a consultant to provide 24/7 traffic engineering support in various capacities. The City expects the consultant to have traffic engineering and maintenance expertise in reviewing and adjusting signal timing, troubleshooting signals, and reviewing traffic plans and traffic studies. The City requires that the consultant provide an on-site Professional Engineer, licensed in the State of Georgia. Staffing, subject to the Director of Public Works' approval, shall be adequate to perform the duties and functions during normal business hours and on-call after hours. The Consultant shall be an extension of the City staff and will report to the Public Works Director.

Some of the duties will include the following:

- Attend regular and special-called council meetings, as required. Prepare presentation materials and/or make presentations on technical topics of interest to the city. Attend townhall and neighborhood meetings, as requested. Meetings outside work hours are an expected part of this assignment.
- The consultant shall review signal design and ATMS plans, Traffic Impact Studies, Safety Studies, Developments of Regional Impacts, and other traffic studies submitted by developers/contractors for new developments in the City for the Community Development Regulatory Affairs (CDRA) Department.
- The consultant shall provide traffic analysis for the Traffic Calming Program and other Traffic engineering study requests.
- Review traffic studies that are submitted as part of capital projects.
- Maintain and assist in developing an inventory of speed, traffic volume, and crash data.
- Inspect signal timings and adjust as required. Oversee minor repairs and timing adjustments.
- Prepare and maintain an inventory of all City traffic devices and make recommendations based on the City's current and future needs.
- Review the connectivity between signals and prepare a plan to connect all signals to a centralized TCC. This TCC plan will be implemented over time as budget allows.
- Signs and Pavement Markings – Review and approve the installation of pavement markings by the City's contractor based on a priority basis as needed excluding private streets. Keep an inventory of signs across the City. Signs should be checked for proper location, condition, and reflectivity (Will reflectivity be checked by contractor or our staff – I have seen specialty type equipment used for this and/or it could involve nighttime reviews). All signs should meet requirements recommended by the MUTCD. Make recommendations to change signs over time as budget allows.
- Coordination with Other Agencies - Coordinate with Fulton County, Georgia Department of Transportation (GDOT), Atlanta Regional Commission (ARC), SigOps, other municipalities, state, federal and other agencies regarding future and existing capital projects, project funding, and transportation planning issues. Attend related meetings as necessary.
- Emergency Response – Routing information during emergency situations to the appropriate parties and coordinating with appropriate response team to ensure timely response with minimal disruption to daily operations of signal network. The consultant understands that this is a 24/7 support contract.
- Vendor/ Contractor/ Maintenance Team Management – Manage, coordinate, and overlook daily activities related to contractors, vendors, and maintenance team. This will include spot checking of work orders issued to City's contracted maintenance vendor.

- Bidding Assistance – Assist the Public Works Director in preparing RFPs/ RFQs and in general provide assistance through the bidding process

The consultant shall also be responsible for:

- Addressing citizen complaints and inquiries on traffic related issues
- Coordinating with SigOps on setting up and maintaining communications of all traffic signals and monitor for notifications of malfunctioning.
- Traffic signal management, planning, and engineering
- Emergency preparedness and response
- Coordination with GDOT, SigOps consultants, and neighboring jurisdictions as needed for the timing and control of traffic signals
- Identifying and performing other traffic signal and control system responsibilities where the consultant may foresee needs
- Proper maintenance of all street signs within the city, which shall include the cleaning, repair, replacement, and removal of existing signs and installation of new signs.
- A sign inventory, their locations, current conditions, and associated work orders shall be stored on a city asset management tool.
- Review and process applications for new streetlights

Typical maintenance activities to be undertaken by City's contractor shall include but not limited to the following activities:

- Replacing signal lamps
- Repairing pedestrian push button
- Troubleshooting, repairing, and replacing signal equipment
- Troubleshooting and replacing inductive loop and video detection
- Replacing damaged cabinets and signal poles
- Marking signal communication lines in response to 811 utilities locate ticket requests
- Troubleshooting and repairing signal fiber communication
- Providing traffic control in accordance with the Manual on Uniform Traffic Control Devices (MUTCD)
- Others, as may be required

Capital and TSPLOST Projects

Program/Project Management

- Assist City staff in developing priorities for the capital program, to include adjusting the program to add projects as they are identified.
- Develop a program management plan for all projects.
- Maintain the budget and schedule; this includes establishment of project management protocol on appropriate software and detail for management and coordination of all managed projects.
- Provide detailed forecasting and reporting to the Public Works Director on performance, deadlines, and budgetary considerations, including estimations of post-construction maintenance costs for City staff consideration.
- Coordination with the City's annual budget process, long-term capital improvement planning, and applicable grants administration.

- Coordination and management of all project phases, completion of design, engineering, environmental considerations, utilities, permitting, bidding, procurement, construction through contract closeout, and financial reporting of improved capital assets.
- Assistance with grant administration and compliance through entire lifecycle of grant.
- Responsible for providing weekly updates to the Public Works Director, as well as quarterly and ad hoc reports to the Mayor and City Council.
- Construction inspection services, either directly or through coordination thereof, on behalf of the City.
- Work with City staff to provide communication to the public regarding project status; prepare and attend city council workshops, meetings and other applicable public hearings; articulate program accomplishments to the Public Works Director, City staff, Mayor and City Council, and public; provide up-to-date information on program development to Public Information Officer and City public relations team to be included on City's website and other communication platforms.
- Must have ability to render services five (5) days per week with on-call services available up to seven (7) days per week, if needed.

Pre-Construction Services

- Pre-construction contractor management in areas such as engineering, architecture, landscape architecture, land surveying, environmental compliance, technical management, and administrative services. Additionally, the selected project management firm will provide qualified technical and professional personnel to perform to City standards and procedures as assigned. The City may elect to expand, reduce, or delete the extent of each work element listed below or add work elements as needed:
- Expected to offer recommendations on scheduling and phasing of projects.
- Provide coordination and support of permit applications; must have the ability to coordinate, negotiate and resolve all issues with permitting agencies.
- Provide coordination of structural reviews, manage independent reviews of designs of buildings, major retaining walls, etc. to verify design integrity, cost-effectiveness, and conformity to current design.
- Provide utility coordination for all projects. Expected to identify and manage utility conflicts early in the project lifecycle to avoid or minimize cost to the City or to avoid schedule delays.
- Coordinate engineering support for limited construction plans and bid documents for minor projects including, but not limited to, drainage improvements, sidewalks, etc.

Construction Services

- Responsible for construction management of the entirety of managed programs and/or projects, including change order management, contractor management, administration, construction, engineering, inspection and management of materials, and compliance with city codes, standards and procedures as well as close out services for all projects that meet the standards of any grant awards. Additional construction services will include the following:

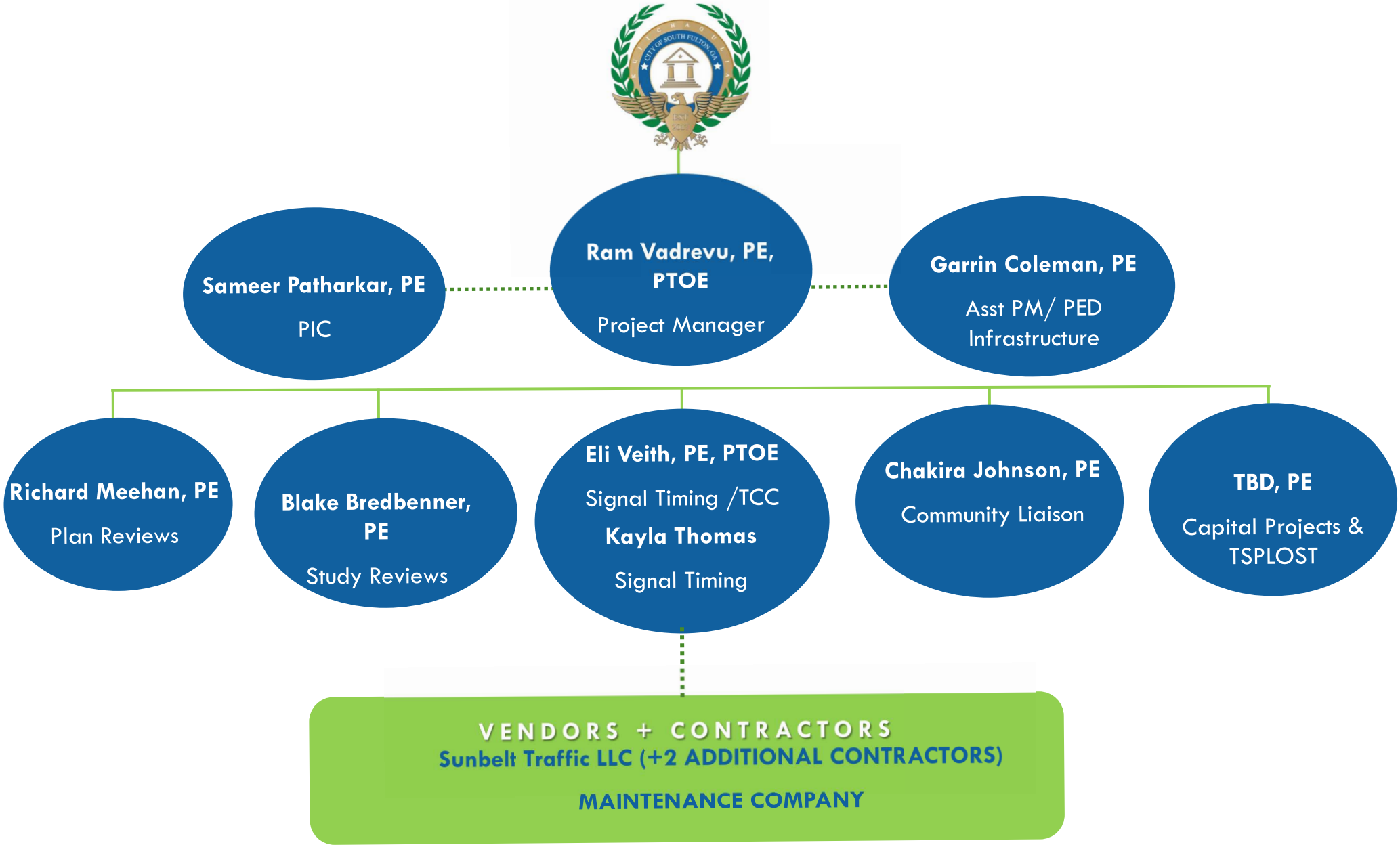
- Prepare or validate construction cost estimates based on preliminary plans and prepare final estimates for engineers along with cost comparisons.
- Prepare and/or review bid documents and manage bid process for all projects. Responsible for ensuring compliance to all applicable federal, state, and local procurement laws.

- Schedule and conduct pre-construction conferences with contractors, utilities, and other appropriate parties.
- Receive, review, and archive all submittals, including schedules, shop drawings, engineering and architectural plans, and erosion control plans.
- Provide experienced project staff whose duties will include day-to-day decisions on plans, construction acceptability, direction to the contractor's superintendent, and supervision and assignment of inspection and testing personnel.
- Maintain detailed and accurate records of contractors' operations and significant events that affect work; will also be required to input all documents and activities into a designated FTP site or cloud-based software that will be made available for City staff to inspect during project(s) construction phase.
- Provide complete contract administration, management, and documentation of the projects, including providing and maintaining all emails, letters, submittals, reports, resolution of problems, etc.; these records shall be provided to the City during project closeout.
- Assist City staff in responding to all public inquiries during design and construction.

Post-Construction Closeout

- Provide City with all necessary documentation and records of program activities, including all audit records.
- Provide all operation manuals and guarantees associated with Capital program.
- Provide City with all as-built and record drawings associated with Capital program.
- Ensure all warranty management related items have been satisfied.
- Notify appropriate agencies (GDOT, etc.) of project close, and provide agencies with all necessary/required documentation and final payments to fully closeout project.
- It is expected that the City is provided with a completed project closeout package including all the necessary documentation and activities listed above.
- Convene a final program management closeout meeting with City staff; all projects documents will be provided to the City during this meeting.

Organization Chart



Individual Roles

Ram Vadrevu, PE, PTOE has over 20 years of experience and will be the day-to-day contact. Ram will spend a minimum of three days per week at the City office. His primary duties will include the following:

- Be on-call 24/7
- Receive complaints/ requests from the call center or via the City website and disseminate information to the appropriate parties for solutions.
- Manage contractors for emergency and non-emergency situations during business and non-business hours
- Proactively create inventories for signing and marking deficiencies, controller deficiencies, traffic data, and safety/ crash data
- Attend meetings and assist in coordination between GDOT, SigOps, and adjoining cities
- Assist the Public Works Director in creating budgets

Sameer Patharkar has over 20 years of experience and will serve as the principal-in-charge.

Richard Meehan has over 30 years of experience related to roadway design, traffic signal design, and ATMS design. He is well versed with GDOT standards. Richard will serve as the Design Review lead.

Blake Bredbenner, PE has 10 years of experience in traffic engineering. He will be the Studies Review lead. He will also work on projects whenever required. These projects could include but will not be limited to impact studies, intersection analysis, turn lane warrants, safety projects, signal warrants, ad roundabout analysis.

Eli Veith, PE, PTOE has over 20 years of experience in traffic operations in the public and private sector. Eli will assist in daily operations requirements. Eli will also assist in making recommendations for new technology and equipment. Eli will perform signal timing tasks and maintenance along with the contractors. Within funding limits, building a temporary makeshift TCC with an eye towards a fully operationally sophisticated TCC will be one of his goals.

Kayla Thomas has over 5 years of experience and has worked on RTOP corridors for three years. She will assist Eli with signal timing tasks.

Chakira Johnson has over 20 years of experience and has served as a council woman for a local city for 12 years. She will attend council meetings and will assist with public information meetings and citizen outreach programs

Hari Karikaran, PE has over 25 years of experience and has served in several capacities at various cities and counties. He will play a dual role as an Assistant PM (and back-up to the PM/ daily POC) and overlook infrastructure projects related to pedestrians and bicyclists.

Garrin Coleman, PE has over 20 years of experience working for local city and county governments and also for the public sector. He will be responsible for handling the traffic engineering portion of capital projects and oversee the construction aspect of it.

Workflow

The Project Manager and daily point-of-contact, Ram, will play a pivotal role in the success of this contract. Most tasks will flow to the appropriate stakeholders through him. The PM must decide the workflow based on whether it is during normal business hours or non-business hours. The PM must assess the situation and determine if it is an emergency or a non-emergency. In addition to that the PM will categorize it as operational and non-operational. Based on the categories the PM will assign the tasks to appropriate people. Purchase orders will be created for all service calls to keep a log of work performed and completed.

We anticipate work orders being created from five different sources:

- Call center/ City website
- Community Development Regulatory Affairs (CDRA)
- In-house list by Public Works Director/ PM
- Regular Maintenance
- Capital projects

Call Center/ Website

When a call is received from the call center or via the website during normal business hours, the PM will determine the urgency of the call and determine if it is operational or non-operational. If it is operational, the PM will visit the site along with a technician to determine if it can be fixed on site. If contractor services are required, the PM will contact the contractor and upon accepting the pre-determined pricing will request services to be performed immediately. Usually, non-operational related projects are lower on the emergency list. The PM can resolve the issues over time.

If a call is received after normal business hours, the PM will call the contractors on the list and request services. If the services required are not urgent in nature, the PM will request contractor services the following day. If any services can be resolved by Eli, contractor services will not be requested.

Community Development Regulatory Affairs (CDRA)

Most task orders from CDRA are anticipated to be reviews for LDP permits. This could include traffic impact studies, Development of Regional Impact (DRI) studies, or signal/ ATMS design plans. Once these are received, the PM will assign those to either Blake Bredbenner (study reviews) or Richard Meehan (design reviews). Once the comments are received back, the PM may sit down with CDRA and the developer to discuss these.

The PM will create an inventory of deficiencies around the City and with assistance and guidance from the Public Works Director determine a plan to execute the projects. Some of these deficiencies could require in-house analysis and design. The PM will assign those duties to Richard Meehan or Blake Bredbenner as deemed appropriate.

Regular Maintenance

With several traffic devices across the City, a regular maintenance is required. Any tickets regarding maintenance issues will b tackled by the PM. The PM will determine the appropriate response and

assign the task to the contractor. The PM will also periodically overlook the work performed by the maintenance company for school flashers

Capital Projects

The City has several capital projects under construction and in the process of letting. The PM may determine that reviews for certain projects may be necessary. The PM will assign those duties to Richard Meehan or Blake Bredbenner as deemed appropriate.

TSPLOST Projects

The City can take advantage of voter approved TSPLOT (Transportation Special Purpose Local Options Sales Tax) funds for projects. Traditionally TSPLOST projects are as a source of funding for Capital Projects. TSPLOST allocates up to a 1% sales tax and the capital outlays are intended for transportation purposes. Projects on the 2022 TSPLOST Project List included over $545 million in transportation infrastructure investment over the next 5 years across North in South Fulton. Project categories include

- Pedestrian, Bike, Streetscape & Landscape Projects
- Congestion Relief & Roadway projects
- Maintenance & Safety Improvements
- Bridges
- Quick Response Project Funding

Other Services

Budget and Schedule
Lowe will assume complete responsibility in developing and maintaining budgets and schedules for all projects as well as an overall budget and schedule. We utilize Microsoft Project or any other City-desired software to accomplish this. Our software is collaborative and has an issue tracking system, integrated scheduling, overall program reporting, resource and document management, workflow systems, forecasting and reporting and analyses. The software can be web-based for easy access by interested parties. It will provide functionality for multiple funding sources, varying with cash flow and change management

City Systems and Software
Lowe will utilize, coordinate with, provide data entry and/or data loading, and verification of City scheduling, project management, and limited financial systems so that accurate, up-to-date management information is available for City Staff and consultant team members. Lowe may also recommend enhancements to and/or other programs to maximize system productivity and eliminate redundancies.

Microsoft Project
Microsoft Project is the project management software that Lowe uses to manage tasks. It tracks projects so they stay on schedule and handles budgets to make sure we complete the project on budget. We use the software to handle labor, such as who is working on what project, as well as manage and measure how effective the time spent is. We can also use it to handle financials and resources. Budgets created before the project can be monitored and analyzed, along with the resources used, to make work on the

Exhibiit C

LOWE ENGINEERS, LLC
South Fulton Budget

			Work Days in Month	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	2022 -2023
				21	19	20	21	19	23	20	22	22	20	23	20	250
	Role	Rate	Anticipated Utlization													
Sameer Patharkar, PE	PIC	210.00	15%	5,292	4,788	5,040	5,292	4,788	5,796	5,040	5,544	5,544	5,040	5,796	5,040	63,000
Blake Bredbenner, PE	Study Reviews/ Analysis	123.31	18%	3,729	3,374	3,551	3,729	3,374	4,084	3,551	3,906	3,906	3,551	4,084	3,551	44,391
Richard Meehan, PE	Design Reviews	210.00	5%	1,764	1,596	1,680	1,764	1,596	1,932	1,680	1,848	1,848	1,680	1,932	1,680	21,000
Kayla Thomas	Signal Timing	84.38	30%	4,253	3,848	4,050	4,253	3,848	4,658	4,050	4,455	4,455	4,050	4,658	4,050	50,625
Eli Veith, PE, PTOE	Signal Timing, TCC	186.06	50%	15,629	14,140	14,885	15,629	14,140	17,117	14,885	16,373	16,373	14,885	17,117	14,885	186,057
Chakira Johnson, PE	Council/ Public Meetings	155.76	10%	2,617	2,368	2,492	2,617	2,368	2,866	2,492	2,741	2,741	2,492	2,866	2,492	31,153
Garrin Coleman, PE	PED Infrastructure	210.00	10%	3,528	3,192	3,360	3,528	3,192	3,864	3,360	3,696	3,696	3,360	3,864	3,360	42,000
TBD, PE	PM (Capital and TSPLOST)	150.00	100%	25,200	22,800	24,000	25,200	22,800	27,600	24,000	26,400	26,400	24,000	27,600	24,000	300,000
Ram Vadrevu, PE, PTOE	PM (Traffic)	162.27	70%	19,083	17,266	18,174	19,083	17,266	20,900	18,174	19,992	19,992	18,174	20,900	18,174	227,178
				81,094	73,371	77,232	81,094	73,371	88,817	77,232	84,956	84,956	77,232	88,817	77,232	**965,404**

* Contractors will be billed separately based on the POs generated
*This estimate is for budget purposes and could vary each month

EXHIBIT B

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 Identification Number

_____

Date of Authorization

_____

Name of Contractor

_____

Name of Project

_____

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true

and correct. Executed on_____in_____(city),_____(state).

Signature of Authorized Officer or Agent

_____

Printed Name and Title of Authorized Officer

_____

or Agent SUBSCRIBED AND SWORN BEFORE

ME

ON THIS THE_____DAY OF _____

_____

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT C

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Agreement is in force, 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. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

6. **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/ $3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional

services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

A copy of these endorsements shall be provided to the City. Certificate

Holder should read:

The City of South Fulton
5440 Fulton Industrial Blvd
Atlanta, Georgia 30336

8.

9. **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.

MULTI-YEAR CONTRACT
SERVICE PROVIDER CONTRACT
RFP 20-04 MUNICIPAL SERVICE PROVIDER

This **CONTRACT** made and entered into this **15TH DAY OF JUNE 2020** by and between the City of Dunwoody, Georgia (Party of the First Part, hereinafter called the "City"), and, **LOWE ENGINEERS, LLC** (Party of the Second Part, hereinafter called the "Service Provider").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:
The services to be performed under this Contract shall commence on January 1, 2021. The initial term of this Contract shall be through December 31, 2021. This Contract shall terminate absolutely and without further obligation on the part of the City on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract. This Contract may be automatically renewed on an annual basis for three additional twelve-month terms along with a fourth additional twelve-month term subject to Council approval, for a total lifetime Contract term of five years, upon the same terms and conditions, as provided for in this Contract, unless previously terminated. This Contract will terminate on December 31, 2026.

2. ATTACHMENTS:
Copies of the Service Provider's proposal, clarifications and modifications, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the City's contract documents and the Bid, the City's contract documents shall control.

3. PERFORMANCE:
Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

4. PRICE:
As full compensation for the performance of this Contract, the City shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the City in accordance with the rate schedule referenced in the Bid (Exhibit A). The City agrees to pay the Service Provider following receipt by the City of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:
Service Provider shall indemnify and hold completely harmless the City, and the members (including, without limitation, members of the City's Council, and members of the citizens'

advisory committees of each), officers, employees and agents of each in accordance with the terms contained in General Conditions Section 7.14 of the RFP.

6. TERMINATION FOR CAUSE:
The City may terminate this agreement for cause as outlined in General Conditions Section Section 7.18 of the RFP. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

7 TERMINATION FOR CONVENIENCE:
The City may terminate this agreement for convenience as outlined in General Conditions Section Section 7.18 of the RFP.

8. TERMINATION FOR FUND APPROPRIATION:
The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Service Provider will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider, which shall itemize each element of performance.

9. CONTRACT NOT TO DISCRIMINATE:
During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

10. ASSIGNMENT:
The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation except in accordance with General Conditions Section 7.20 of the RFP.

11. WAIVER:
A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:
The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

13. GOVERNING LAW:
The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in DeKalb County, Georgia.

14. MERGER CLAUSE:
The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

15. TRAVEL COST REIMBURSEMENT
If travel cost reimbursement is to be a part of this contract then the vendor must comply with the City's Travel Policy.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

(Signatures Next Page)

CITY OF DUNWOODY, GEORGIA

By: Lynn P Deutsch

Lynn Deutsch, Mayor
City of Dunwoody, Georgia

ATTEST:

Sharon Lowery

Signature

Sharon Lowery

Print Name
City Clerk/ City of Dunwoody

APPROVED AS TO FORM:

Signature
City of Dunwoody Staff Attorney

SERVICE PROVIDER: LOWE ENGINEERS, LLC

BY: _____

Signature

JON DRYSDALE

Print Name

MANAGING PARTNER

Title

ATTEST:

_____

Signature

WILLIAM J. DANIEL III

Print Name
Corporate Secretary
(Seal)

LOWE ENGINEERS, LLC LIMITED LIABILITY COMPANY 1998 GEORGIA

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dunwoody has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dunwoody at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number: _____

Company Name: _____

BY: Authorized Officer or Agent Date: _____
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor: _____

Printed Name of Authorized Officer or Agent: _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF _____, _____

_____
Notary Public
My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is “E-Verify” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)

June 3, 2020
John Gates, Purchasing Manager
City of Dunwoody
4800 Ashford Dunwoody Rd, Second Floor
Dunwoody, GA 30338

Re: Request for Proposals - RFP 20-04 - Municipal Government Services – Cost Proposal - BAFO

Dear Mr. Gates & Selection Committee Members,

Per discussions today and at your request it is our pleasure to submit the attached BAFO cost response to the Request for Proposals for Municipal Government Services procurement for the City of Dunwoody in the areas of Public Works and Parks and Recreation.

We feel so strongly about continuing our relationship with Dunwoody that we are offering overhead cost savings while upgrading our service. Our staff is irreplaceable and vital to our business. We invite you to reselect the team in place so we can continue to deliver continuity of operations and consistency of delivery to Dunwoody citizens and visitors.

As requested, we are providing the completed Cost Tables, showing our lump sum proposed costs for Public Works and Parks and Recreation. Additionally, we are providing unit rates for potential work outside the basic scope of services.

We definitely have some flexibility with our proposed level of service and with our costs and request the opportunity to negotiate to meet the City's expectations and goals. Also, we are willing to negotiate our proposed staffing.

We acknowledge that this proposal may not be withdrawn for a period of one hundred eighty (180) days after the date and time of the proposal opening, April 17, 2020.

As the General Manager of Lowe Engineers, LLC, I am authorized to bind the LLC. If you need additional information, please contact me at 404-312-1843 or by email at jon.drysdale@loweengineers.com . Thank you for your consideration.

Sincerely,

Jon Drysdale
Managing Partner
Attachment: Cost Tables

990 Hammond Drive, Suite 900, Atlanta, Georgia 30328
Phone: 770.857.8400 I Fax: 770.857.8401 I loweengineers.com

Appendix D –Cost Table

Submitted by (FIRM) Lowe Engineers, LLC

Bidders can submit proposals for provision of municipal services in one, multiple or all service areas. There will be no additional points awarded to firms bidding on more than one service area. The City will evaluate the qualifications of the Contractors to provide the requested services in each service area separately. However, the City recognizes that there are potential economies of scale and cost saving opportunities related to having one contractor providing work in more than one service area. In that spirit, the City encourages proposing firms to respond to more than one service area, as long as the responding firm possesses the required experience in all selected service areas and has the capacity to properly staff and manage the delivery of high quality services for the City.

Pricing may be, but is not required to be, included for each potential combination of service areas in addition to the individual service areas. For example, Bidder submitting a proposal for Parks and Recreation as well as Public Works may include a schedule for Parks and Recreation, a schedule for Public Works, and a schedule if awarded for both service areas. With seven service areas, this creates a potential for an excessive number of alternative pricing options. Accordingly, the City asks each Bidder to consider limiting the number of alternative schedules to the three most likely or most desirable combination of services in addition to the schedule(s) for individual service(s). Contractors may provide additional options, but they are not expected or required.

Throughout the term of the contract, changes to the scope of work may cause the need to include additional staffing to the contract. The Contract may be amended to include additional staffing requirements when the scope changes. The amount of the amendment will be actual costs to the Contractor plus the burden and profit ratios not-to-exceed those ratios proposed in Appendix D.

Please provide the proposed costs for all applicable service areas. If your organization is not proposing for a specific service area, please indicate so by marking N/A in the corresponding row.

Not-to-Exceed Price by Year and Service Area FIRM (Lowe Engineers, LLC**)**

	Not-to-Exceed Price by Year and Service Area					
	2021 [1]	**2022** [1]	**2023** [1]	**2024** [1]	**2025** [1]	**2021 - 2025**
Public Works	$1,097,850	$1,130,785	$1,164,709	$1,199,650	$1,235,639	$5,828,632
Finance and Administrative Services	N/A	N/A	N/A	N/A	N/A	N/A
Planning and Zoning	N/A	N/A	N/A	N/A	N/A	N/A
Information Technology	N/A	N/A	N/A	N/A	N/A	N/A
Permitting and Inspections*	N/A	N/A	N/A	N/A	N/A	N/A
Parks and Recreation	$361,178	$372,014	$383,174	$394,669	$406,510	$1,917,545
Facilities Management #	N/A	N/A	N/A	N/A	N/A	N/A

*The City requests that all Bidders proposing for the Permitting and Inspection services shall provide the City with an alternative method of calculating the contract cost in lieu of the lump sum fee and will show the fee in the table above based on a percentage of an estimated $1,000,000 in permitting and inspection revenues. (The City generated $2,338,399. in 2018 and $2,403,523in 2019.) Please provide the proposed percentage of the permitting and inspection services revenue that the Bidder would invoice to recover the costs of service delivery for Permitting and Inspections: _____%

The City requests that all Bidders for Facilities Management provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under 2.8 Scope of Services Facilities Management that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.

Submitted by (FIRM) Lowe Engineers, LLC

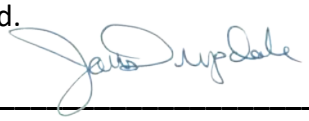
The City will not compensate the Contractor for any "phase-in" or "ramp-up" expenses. Although services should be provided immediately upon commencement of the contract, any such costs incurred should be included in the burden ratio and spread throughout the duration of the Contract's term. City shall pay the contractors in twelve payments for each month in accordance with the Contract's General Conditions (Section 7.11 (B)) to be reviewed and adjusted in accordance with the Contract's General Conditions (Section 7.11 (G)).

Alternative Option One – Service Areas Included
N/A

Alternative Option Two – Service Areas Included
N/A

Alternative Option Two – Service Areas Included
N/A

Contracts may present additional options but an additional option(s) is not expected or required. If submitted, please use the format provided.

Representative Signature 

Date June 3, 2020

Printed Name and Title Jon Drysdale, Managing Partner, Lowe Engineers, LLC

Telephone Number 404-312-1843

Email Address jon.drysdale@loweengineers.com

Submitted by (FIRM) Lowe Engineers, LLC

Cost Table

Please use the following table to list all proposed positions as well as potential positions that may potentially be needed later during the term of the contract. Please use a separate cost table for each Service Area. For the second column labeled "FTE Equiv", please include the anticipated percentage of time the position will spend dedicated to City contracted services. If you anticipate that percentage changing during the contract term, please use a separate line for each time it changes, as exemplified below. Alongside each position, add the not-to-exceed annual rate of compensation for each position for each year of the contract. In the final two columns, add the burden ratio and profit ratio. Burden ratio should include all non-direct labor costs including taxes and benefits, back office support and project management, communication and transportation equipment, dues and training, phase-in costs, etc. As a reminder, the burden ratio should include at least 5% of the direct labor to be used as directed by the City for training and travel related to training as specified in Section 3.3.2 (except for Facilities Management).

The total shown above in Appendix D, Page III should be the sum of the proposed positions, burden ratio and profit ratio except for Permitting and Inspections and Construction Management reflected as a percentage of revenues.

The City requests that all Bidders for Facilities Management provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under 2.8 Scope of Services Facilities Management that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.

Firm Name Lowe Engineers, LLC

Firm Name: Lowe Engineers, LLC

Position/Action	FTE Equiv	2021 Direct Labor	2022 Direct Labor	2023 Direct Labor	2024 Direct Labor	2025 Direct Labor	Burden Ratio	Profit Ratio	Not-To-Exceed Position Price
For Public Works:									
Stormwater									
Stormwater Manager	1.00	$ 86,567	$ 89,164	$ 91,839	$ 94,594	$ 97,432	59%	10%	$ 776,717
Stormwater Engineer	1.00	$ 60,575	$ 62,393	$ 64,264	$ 66,192	$ 68,178	59%	10%	$ 543,509
Stormwater Technician	0.50	$ 31,384	$ 32,325	$ 33,295	$ 34,294	$ 35,323	59%	10%	$ 281,588
MS4 Engineer	0.10	$ 11,175	$ 11,510	$ 11,856	$ 12,211	$ 12,578	59%	10%	$ 100,268
Capital Projects									
Capital Projects Manager	1.00	$ 118,548	$ 122,104	$ 125,767	$ 129,540	$ 133,426	59%	10%	$ 1,063,661
Traffic									
Traffic Engineer	0.50	$ 61,163	$ 62,997	$ 64,887	$ 66,834	$ 68,839	59%	10%	$ 548,777
Construction Management									
Construction Manager	0.50	$ 72,925	$ 75,113	$ 77,366	$ 79,687	$ 82,078	59%	10%	$ 654,318
Construction Manager	0.75	$ 93,858	$ 96,673	$ 99,573	$ 102,561	$ 105,637	59%	10%	$ 842,131
Construction Technician	0.50	$ 31,384	$ 32,325	$ 33,295	$ 34,294	$ 35,323	59%	10%	$ 281,588
Administration									
Administrative Coordinator	1.00	$ 54,077	$ 55,700	$ 57,371	$ 59,092	$ 60,865	59%	10%	$ 485,207
Field Technician/Eng	0.50	$ 27,960	$ 28,799	$ 29,663	$ 30,553	$ 31,469	59%	10%	$ 250,869
For Parks and Recreation:									
Recreation Programs Supervisor	1.00	$ 64,588	$ 66,525	$ 68,521	$ 70,577	$ 72,694	59%	10%	$ 579,508
Parks and Recreation Manager	1.00	$ 57,844	$ 59,579	$ 61,366	$ 63,207	$ 65,104	59%	10%	$ 518,999
Recreation Programs Leader	1.00	$ 51,748	$ 53,301	$ 54,900	$ 56,547	$ 58,243	59%	10%	$ 464,309
Park Operations Coordinator	1.00	$ 39,535	$ 40,722	$ 41,943	$ 43,201	$ 44,497	59%	10%	$ 354,729

Lowe Engineers, LLC Unit Rates 2021-2025 For Additional Services

Category	2021	2022	2023	2024	2025
Principal	$280	$287	$294	$302	$309
Senior Project Manager	$205	$210	$215	$221	$226
Senior Project Specialist	$260	$267	$273	$280	$287
Project Manager	$165	$169	$173	$178	$182
Traffic Project Manager	$230	$236	$242	$248	$254
Senior Traffic Engineer	$190	$195	$200	$205	$210
Traffic Engineer	$115	$118	$121	$124	$127
Senior Project Engineer	$125	$128	$131	$135	$138
Project Engineer	$110	$113	$116	$118	$121
Design Engineer	$95	$97	$100	$102	$105
Senior Geospatial Analyst	$105	$108	$110	$113	$116
Geospatial Analyst	$80	$82	$84	$86	$88
Senior GIS Technician	$105	$108	$110	$113	$116
GIS Technician	$80	$82	$84	$86	$88
Senior Technician	$100	$103	$105	$108	$110
Senior Data Analyst	$125	$128	$131	$135	$138
Technician	$85	$87	$89	$92	$94
Senior Construction Manager	$200	$205	$210	$215	$221
Construction Manager	$170	$174	$179	$183	$188
Construction Inspector/Technician	$100	$103	$105	$108	$110
Professional Land Surveyor	$225	$231	$236	$242	$248
Survey Supervisor	$125	$128	$131	$135	$138
Field Supervisor	$105	$108	$110	$113	$116
Survey Crew (3 person)	$175	$179	$184	$188	$193
Survey Crew (2 person)	$145	$149	$152	$156	$160
Survey Crew (1 person)	$105	$108	$110	$113	$116
Scanner Field Crew	$275	$282	$289	$296	$304
Scanner Technician	$120	$123	$126	$129	$132
Unmanned Aerial System (sUAS)	$250	$256	$263	$269	$276
UAV Data Processing	$120	$123	$126	$129	$132
Research	$100	$103	$105	$108	$110
Clerical	$70	$72	$74	$75	$77
Senior Accountant/Admin	$100	$103	$105	$108	$110
Expenses	Cost plus 10%	Cost plus 10%	Cost plus 10%	Cost plus 10%	Cost plus 10%

June 3, 2020

John Gates, Purchasing Manager
City of Dunwoody
4800 Ashford Dunwoody Rd, Second Floor
Dunwoody, GA 30338

Re: Request for Proposals - RFP 20-04 - Municipal Government Services – Cost Proposal - Vehicles

Dear Mr. Gates,

Per discussions today I am confirming we will be providing five new vehicles in support of this proposed contract. Details have not been finalized and will be coordinated with Michael Smith and Brent Walker at the appropriate time.

As the General Manager of Lowe Engineers, LLC, I am authorized to bind the LLC. If you need additional information, please contact me at 404-312-1843 or by email at jon.drysdale@loweengineers.com . Thank you for your consideration.

Sincerely,

Jon Drysdale
Managing Partner

990 Hammond Drive, Suite 900, Atlanta, Georgia 30328
Phone: 770.857.8400 I Fax: 770.857.8401 I loweengineers.com

BUILDING ON OUR SUCCESS

City of Dunwoody

Request for Proposals - RFP 20-04

Municipal Government Services

Public Works & Parks and Recreation

Technical Proposal

April 17, 2020

City of Dunwoody Georgia | LOWE ENGINEERS

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APPENDIX 101

2.3.1.1 LETTER OF TRANSMITTAL

BUILDING ON OUR SUCCESS

City of Dunwoody Georgia | LOWE ENGINEERS

April 17, 2020

John Gates, Purchasing Manager
City of Dunwoody
4800 Ashford Dunwoody Rd, Second Floor
Dunwoody, GA 30338

Re: Request for Proposals - RFP 20-04 - Municipal Government Services

Dear Mr. Gates & Selection Committee Members,

On behalf of Lowe Engineers it is a great pleasure to submit our response for the Public Works and Parks and Recreation service areas. The City of Dunwoody requires a highly experienced contractor to manage the delivery of municipal government services. Having performed as the City's Public Works and Parks and Recreation Departments' service provider since 2008, Lowe Engineers values the opportunity to build upon our successful partnership as we enter the new decade. We are confident that our institutional knowledge, proven viable solutions, and reliable local resources will translate into unparalleled value to the City.

Unmatched Institutional Knowledge - This team has no learning curve. Supporting Public Works and Parks and Recreation for twelve years has equipped Lowe with a comprehensive understanding of the City's methodologies, leadership and personnel, and most importantly, its citizens. This intimate knowledge enables us to act as an extension of your team. Lowe already has the infrastructure and the insight to keep projects and initiatives moving forward and can offer uninterrupted service.

Proven Solutions - The City must be able to rely fully on its contractor to execute this type of municipal services contract. Not only has Lowe provided highly qualified staff to serve in the Public Works and Parks and Recreation Departments, we also have a proven track record of retaining our personnel in these required positions to ensure stability. As a Georgia-based firm, we have the local staff in place to manage the full scope of work, as well as scalable resources ready to supplement the team as needed.

A Stable Partnership - The best evidence of future success lies in our past achievements. Through our partnership, the City of Dunwoody can point to thoughtful solutions that were effectively implemented and are now being enjoyed by residents of the community. Lowe's approaches are not experimental or attention-seeking; they are localized, well-planned, and strategically designed to meet the City's schedule, budget, and specific goals. We value safety, responsiveness, and customer service above all else, and this is displayed by our proven track record.

The Lowe team is incredibly grateful to have served as the City of Dunwoody's Public Works and Parks and Recreation service provider for the past twelve years, but we do not feel that our work is done. We look forward to the opportunity to continue *Building on Our Success* that we have had together.

Thank you again for the opportunity to submit and we appreciate your detailed review of this response. We request the opportunity to present our Team in person or virtually. We acknowledge that this proposal may not be withdrawn for a period of one hundred eighty (180) days after the date and time of the proposal opening on April 17, 2020. I will be the contact person for our response and my contact information is provided below.

Sincerely,

Lowe Engineers, LLC
Jon Drysdale, PE
Managing Partner
p. 404.312.1843
990 Hammond Drive, Suite 900
Atlanta, GA 30328
jon.drysdale@loweengineers.com

During the past 12 years, the City of Dunwoody (City) and Lowe Engineers (Lowe) have partnered in the start-up and operations of the City.

INTRODUCTION

Park at Pernoshal Court

During the past 12 years, the City of Dunwoody (City) and Lowe Engineers (Lowe) have partnered in the start-up and operations of the City. We have initiated, established and performed the myriad of services required in Public Works and Parks and Recreation. We are uniquely qualified to continue to provide these services, and move the City forward with new ideas based on the lessons learned under our past and current contracts, **BUILDING ON OUR SUCCESS**.

Lowe does more than just provide Dunwoody government services, "we are your staff." We know your facilities and programs better than any other firm and can provide a greater rate of return on the City's investment. We have a distinct approach and perspective to provide the required services with knowledgeable, skilled, and professional staff.

Our approach, experience, and current contract with the City allow us to provide the municipal services for Public Works and Parks and Recreation. We have become immersed in the culture of the City and apply that to our daily work. We are super-responsive no matter how small the task or service; we are sensitive to the citizens and their needs, and we become collaborative partners with other City staff. This public-private partnership provides a fresh perspective for all stakeholders and results in innovative and cost-effective solutions to the needs of the City.

EXAMPLES OF SUCCESS LOWE HAS HAD WORKING WITH THE CITY

SUCCESS IN PAVEMENT MANAGEMENT

Lowe has successfully executed the pavement management program of the City, which has funded over $26 million for resurfacing City-owned streets. Lowe has evaluated all sections of all streets numerous times to assist in the prioritization of the funding. The following table shows the centerline miles, land miles, and the cost of the annual programs that Lowe has executed.

YEAR	CENTER LINE MILES	LANE MILES	COST
2010	2.73	5.47	$576,434
2011	7.4	17.6	$1,471,531
2012	5.3	14.3	$1,300,925
2013	10.7	22.7	$2,298,705
2014	2.1	5	$2,085,000
2015	8.4	16.8	$2,050,000
2016	12.9	29.5	$3,650,000
2017	10	30.6	$3,680,000
2018	9	22.6	$3,318,608
2019	10.4	22	$4,153,590
2020	10.1*	25.65*	$3,881,364*
TOTAL	**89.3**	**212.22**	**$ 26,238,225**

SUCCESS IN CAPITAL PROJECTS – INTERSECTION IMPROVEMENTS

Lowe has successfully executed the intersection improvements portion of the capital projects of the City. These are very complicated, with a lot of components, and proceed from pre-concepts through complete designs to construction and operations. Lowe has completed the following five intersection improvement projects approved by the City.

Project	Year	Construction Cost
Tilly Mill at North Peachtree	2015-2017	$3,700,000
Traffic Signal at Meadow Lane	2017	$200,000
Mt. Vernon at Vermack	2018-2019	$1,840,000
N. Peachtree Ramp Planting	2018	$70,000
Meadow Lane Left Turn Lane Imp	2019	$143,000

SUCCESS IN CAPITAL PROJECTS – CORRIDOR IMPROVEMENTS

Lowe has successfully executed the corridor improvements portion of the capital projects of the City. These are also very complicated, with a lot of components, and proceed from pre-concepts through complete designs to construction and operations. Lowe has completed/is completing the following six-corridor improvement projects approved by the City.

Project	Year	Construction Cost
Village Main Street	2014	$1,400,000
Mt. Vernon W/M & Sidewalk	2016	$2,377,000
Chamblee Dunwoody	2016	$3,750,000
City wide Traffic Signal Improvements	2018	$1,500,000
PCID ATMS	2019	$1,860,000
Roberts Drive – Austin Elementary	2019-2020	$1,363,000

SUCCESS IN STORMWATER UTILITY INFRASTRUCTURE OPERATIONS AND MAINTENANCE

Lowe has successfully operated the stormwater utility since it started and has managed over $21 million in maintenance and operations, including meeting all the requirements of the MS4 permit. We have also completed Capital Projects in stormwater infrastructure that total over $9 million. The following table shows the dollar amounts that Lowe has managed for the City.

Year	Budget	O&M Budget	Project Locations	Capital Funding
2009	$479,500	$270,025	4	$96,057
2010	$902,100	$428,100	2	$63,354
2011	$1,459,441	$996,941	15	$477,055
2012	$1,418,063	$1,149,763	22	$712,122
2013	$2,112,816	$1,822,316	41	$1,139,247
2014	$2,043,600	$1,803,100	34	$1,319,661
2015	$2,121,000	$1,785,000	20	$842,254
2016	$2,191,906	$1,999,000	27	$1,447,772
2017	$2,037,222	$1,704,118	15	$923,063
2018	$2,090,583	$1,726,883	15	$1,213,538
2019	$2,144,950	$1,587,000	17	$1,274,989
2020	$2,349,055	$1,750,000	25	$1,750,000
TOTAL	**$21,350,236**	**$17,022,246**		**$9,509,112**

Lowe knows the City stormwater infrastructure in extreme detail. The following table lists the major components of the stormwater infrastructure system that we operate and maintain.

Pipes/Channels	# Assets	Total Length (feet)	Total Length (Miles)
City Of Dunwoody	5,765	550,426.5	104.2
Dry Open Channel	461	53,346.5	10.1
Flume	154	8,499.3	1.6
Gravity Pipe	4,268	350,417.3	66.4
Wet Open Channel	882	138,163.3	26.2
Private	5,332	493,401.3	93.4
Dry Open Channel	353	41,883.2	7.9
Flume	201	9,107.5	1.7
Gravity Pipe	4,103	328,863.4	62.3
Wet Open Channel	675	113,547.2	21.5
GRAND TOTAL	**11,097**	**1,043,827.8**	**197.7**

SUCCESS IN INFRASTRUCTURE MANAGEMENT

Lowe has executed over 13,000 documented work orders in the performance of infrastructure management. This has given us extensive knowledge of the infrastructure throughout Dunwoody. The following table breaks out the work orders completed by year and infrastructure area.

Year	Parks	Roads	ROW	Signals	Signs	Stormwater	Totals
2009		497	48	195	248	256	1244
2010		645	243	225	166	400	1679
2011		536	254	224	94	391	1499
2012	28	416	119	252	182	302	1299
2013	63	205	191	206	196	256	1117
2014	23	291	172	137	224	209	1056
2015	132	298	185	298	273	241	1427
2016	81	293	102	218	175	174	1043
2017	51	181	59	175	210	158	834
2018	81	261	101	161	130	188	922
2019	110	207	74	125	256	209	981
2020	3	41	0	19	202	83	348
GRAND TOTALS	**572**	**3,871**	**1,548**	**2,235**	**2,356**	**2,867**	**13,449**

SUCCESS IN TRAFFIC MANAGEMENT

Lowe has successfully operated traffic management in the City including the following:

City of Dunwoody

- All traffic signals and cameras are available to be remotely monitored; all signals can be adjusted quickly based on incidents and citizen complaints
- All vehicle detection can be remotely checked
- We have been a part of three open houses enjoyed by the public
- Every traffic signal under our management is being re-evaluated yearly and completely retimed every 2-3 years as needed
- We have increased speed of identifying and repairing detection issues
- All citizen requests receive a response within 1 working day
- We have constructed a TMC

SUCCESS IN SIDEWALK CONSTRUCTION

Lowe has executed over $5 million in sidewalk construction projects in the last 10 years. The following table shows the general locations of the sidewalk projects, the year of construction and the approximate construction cost.

Project(s)	Year	Construction Costs
6 Locations	2011	$100,000
Valley View, Happy Hollow, Plus	2012	$266,370
Tilly Mill Crosswalk Plus	2013	$716,402
Kingsley Charter ES, Roberts	2014	$740,000
Hensley, Mt. Vernon, Peachford, PCID Crosswalks	2015	$1,580,000
Village Creek, Cotillion	2016	$206,000
Olde Village Run & Lane, Winters Chapel, Dunwoody Village	2017	$297,000
Womack, Dunwoody Club, Central Parkway, Happy Hollow, City Hall	2018	$1,003,600
Tilly Mill, Peachtree Industrial	2019	$141,156
	Total	**$5,050,528**

SUCCESS IN PARKS AND RECREATION OPERATIONS AND PROGRAMS

Lowe is highly successful in the area Parks Operations and Programs. The following is a list showing some of the accomplishments over the last five years and a second table showing short-range feature goals of the staff.

Last five years:

- Raising the bar overall for the Dunwoody Parks and Recreation standard of service
- Team commitment of learning and implementing best practices from annual training at regional and national conferences
- Expansion of Brook Run Park amenities - Phase I (2020)
- Construction of Pernoshal Park (2016)
- Construction of Perimeter Center East Park connection bridge (2019)
- Increase of events from 5 to 25, annually
- Increase of programs from 0 to 10, annually
- Addition of two positions to expand program and maintenance support
- First ever L.E.A.F. Parks and Recreation Guide created and released (May 2017)
- Launch of Facebook and Instagram social media pages (May 2019)
- Ability to stay at or under approved City budget each year
- Launch of online software, CivicRec, for paperless rental system (July 2017)

Short range future:

- Complete construction on Perimeter Center East Park (2020)
- Complete demolition at Waterford Chase Park property (2020)
- Launch new programs and events to coincide with Georgetown Park commercial expansion (2021/2022)
- Expand Groovin' on the Green concert series to include Community Partners at their locations, increasing event dates by 3-5 (2020/2021)
- Hire seasonal (April-October) staff for nights/weekends (2021)

SUCCESS IN STAFFING

Finally, Lowe has been able to staff the Dunwoody Public Works and Parks and Recreation Departments with outstanding, highly qualified personnel. Our current on-site team has 46 years of experience working at Dunwoody and a total of 262 years of related experience. Our personnel and their experience are our strongest capability and we are very happy with the team we have there now.

Name	Years of Experience with Dunwoody	Total Years of Experience
Todd Meadows	4	36
Carl Thomas	2	15
David Ayers	3	33
Ishri Sankar	2	14
Eli Veith	7	23
Rachel Waldron	6	10
Debbie Wright	4	31
Gabe Neps	4	20
Cody Dallas	5	5
Monte Lester	5	15
Greg Wilson	2	41
AJ Beck-DeBlasi	1	7
Kate Borden	1	12
Totals	**46**	**262**
Jon Drysdale	12	46

BUILDING ON OUR SUCCESS - UPCOMING GOALS

Lowe knows the City better than any other Team and we are prepared to serve for the next five years. Following is a list of some of our upcoming goals:

1. Continue modern pavement management through coordination with capital paving, stormwater repairs, and pavement condition scoring
2. Continue to utilize MS4 inspections to identify and schedule proactive maintenance on the City's stormwater utility
3. Continue to adapt the City's Stormwater Utility into an industry leader
4. Conduct a comprehensive update of the pavement condition assessment every 3 years and on individual roads as required
5. Competitively re-bid maintenance contracts to ensure the best value for the City and quality workmanship
6. Work with City Tree Assessment to restore or remove any remaining diseased trees while installing new trees in their place

7. Continue to execute Council's goal of making Dunwoody more bike and pedestrian friendly through infrastructure improvements and publish a quarterly update to inform and celebrate progress
8. Secure additional transportation funding through ARC and GDOT to implement the transportation plan
9. Increase community accessibility during the Public Involvement process
10. Continue to improve communication with the public on capital projects throughout all project phases
11. Provide public safety outreach program for drivers and pedestrians
12. Establish a set of Design Standards and Detail for the City of Dunwoody
13. Improve the work management system and performance measures for maintenance operations
14. Improve production times from maintenance contractors while limiting budgetary strain
15. Continue increased public outreach to citizens, staff, and Council following repairs
16. Continue to maintain live infrastructure improvement updates to the City's GIS database
17. Continue to improve the quality of Dunwoody capital projects with increased QC review by experienced staff. This will reduce change orders and field engineering during construction, reduce cost, and shorten construction schedules
18. Improve and upgrade GIS and software capabilities of staff.
19. Establish strong links with outside agencies to include GDOT, DeKalb County, MARTA, RTOP and PCID, Sandy Springs, Brookhaven, Chamblee, and Peachtree Corners
20. Implement cost-effective replacement program for signs and pavement striping to meet federal standards
21. Maintain Signal Cabinet Maintenance Program on an annual basis
22. Continue implementation of the long-term capital improvement program for stormwater through testing, investigation, and action
23. Evaluate old stormwater culverts serving large drainage basins and upsize or repair inadequate culverts ahead of road repaving work
24. Continue coordination of stormwater utility with adjoining municipalities that share watersheds
25. The Stormwater Utility will continue to find innovative, cost-effective, and long-term repairs to address the City's aging infrastructure needs, such as the $100,000+ savings on the Perimeter Center Parkway-Redfield Court Project
26. Continue to address water quality in impaired streams
27. Improve and expand the Intelligent Transportation System for traffic signals throughout the City, building on the significant expansion with the 2019 ATMS and ITS projects
28. Implement cost-effective replacement program for signs and pavement striping to meet federal standards
29. Continue to work with Community Partners, including meeting to coordinate a master events calendar for the City, plus meet with them multiple times per year on their participation in gaps in the-hosted events.

30. Continue to work with Dunwoody CVB to promote Dunwoody Parks and Recreation and continue advertising on 11 other platforms, including Dunwoody Chamber
31. Work with PCID on joint projects within the PCID overlay
32. Continue to improve on facility and grounds maintenance
33. Continue to research and obtain applicable grants for Dunwoody parks
34. Solicit bids and proposals for maintenance and project needs to provide cost-effective services for the City
35. Promote Dunwoody Parks and Recreation to neighborhood organizations and community groups.
36. Continue to provide capital parks projects consistent with the Comprehensive Parks Master Plan
37. Standardize traffic signal retiming to every two years
38. Utilize networked traffic signal data better identify needs and provide fast response to changing traffic patterns
39. Establish a standard Utility Adjustment Schedule (UAS) to hold utilities accountable to a community timeframe during capital projects
40. Establish a standard design workflow to include Subsurface Utility Engineering (SUE) on all major projects

BUILDING ON OUR SUCCESS – PROPOSED ORGANIZATION

Lowe has over time been flexible and adjusted the staffing, both the technical expertise and level of effort of the staff. We believe the current staffing organization and staff provided have evolved to be what the City needs at this time. We are proposing to maintain the current positions and staff at the appropriate experience levels. Lowe is aware that with any economic changes the City may need increase and/or decrease the budget in our two departments. As usual we are flexible and understanding and can make changes in a very short time. Later in our proposal you'll find an organization chart that shows our on-site and back-office staffing.

2.3.1.2 RESPONSE TO SCOPE WORK

BUILDING ON OUR SUCCESS

City of Dunwoody Georgia | LOWE ENGINEERS

The following outlines our response to the general scope of work:

SCOPE	GENERAL SCOPE RESPONSE
a) Provide services under the direction of the designated City Official. Such services shall encompass all those duties and functions reasonably and customarily associated with delivery of the required services in accordance with local, state, and federal laws including, but not limited to, the City Charter, City ordinances, and laws of the United States and the State of Georgia.	Since our founding in 1957 in Atlanta, Lowe has performed similar services for cities in the metro Atlanta area We are familiar with all the requirements.
b) Comply with all OSHA and other applicable federal and state statutes, regulations and standards for workplace safety and all applicable laws regarding hazardous material and maintain all required Safety Data Sheets (SDA) forms on site at the City.	Lowe is very safety-oriented and has demonstrated this to the City over the last 12 years. We have a firm Partner who is also our Safety Officer and keeps our employees focused on all aspects of safety.
c) Comply with all local, state and federal documentation retention requirements including, but not limited to, the City's document retention schedules, as adopted and amended by City Council.	Lowe is familiar with the City's retention requirements and processes, and will continue to comply.
d) Support the established culture throughout the City and community of Dunwoody.	Lowe is very active in the culture of the City and community of Dunwoody and has been so since we moved to this area of Atlanta.
e) Promote information sharing and collaborative work between all City staff and Contractors.	Lowe has demonstrated that it shares and collaborates with other contractors working for the City and all other City staff.
f) Identify, record and report relevant key performance indicators for contracted service areas. Contractor(s) shall submit monthly reports based on established key performance indicators. The Contractor shall commence tracking key performance indicators already established at the time of commencement, as well as, additional key performance indicators approved by the City Manager during the term of the contract. The contractor lead representative will also have a meeting every 60-90 days with representatives from the city management to discuss deficiencies in their operations.	Lowe utilizes and supports City KPIs as well as our own KPIs. We meet frequently with City management to discuss operations and any deficiencies that need to be addressed.
g) Develop, implement, maintain, and improve strategies to attract and retain highly- qualified employees in the appropriate number to maintain the required level of service and to fill vacancies in staffing promptly as defined by the City for each position. In regards to this issue, staffing strategies are at the discretion of the Contractor. However, during the term of the Contract, the Contractor shall discuss with the City Manager and/or Department Head minimum qualifications and staffing requirements each time a position is to be filled. Traditionally, existing staff members have been retained when appropriate, for the new Contract. Contractors are expected to propose what they deem to be the most effective and efficient staffing level to meet the scope of services	Lowe has an in-house recruiter who is constantly looking for highly qualified employees that might be needed or utilized on our City contract. Staffing will be discussed with City leaders before any changes are made.
h) Staff shall not be reassigned from the City without written approval, which shall not be reasonably withheld. Furthermore, Contractors shall not approach staff regarding potential reassignments (internal or external) without prior discussion with the City Manager or designee.	Lowe will not reassign staff from the city without written approval, and not approach staff regarding potential reassignments without prior discussions with the City's representative.
i) Research current and relevant trends and laws that might have an impact on the City and service delivery, providing communication on the impact of the events to the City.	Lowe constantly researches trends and laws that may impact the City as well as our service delivery and communicates with City leadership in this regard.
j) Identify and apply for grants matching strategic goals of the City.	Lowe has identified and assisted in the application of many grants matching the City's strategic goals and will continue to do so.
k) Provide the City with employees that have the technical knowledge to operate City- owned IT infrastructure and software within their respective departments (Please see Appendix C for the detailed list of City-owned software and hardware).	Lowe has provided employees that have the technical knowledge to operate the City's IT infrastructure and software and will continue to do so.
l) Throughout the term of the contract, maintain and implement documented training programs to guarantee that contracted staff members remain at the top of their field throughout the duration of their specified assignment(s) with the City.	Lowe documents and maintains records of training performed by staff members to allow them to be at the top of their field throughout the duration of their assignment with the City.

SCOPE	GENERAL SCOPE RESPONSE
m) Prepare an annual document in collaboration with the City that outlines education and professional development provided to staff during the prior year and outlines training that will be delivered to the staff providing services, and provide said training to their employees. Such document shall include budget estimates to be paid from the education and training line item of the Contractor's burden factor.	Lowe will continue to prepare documentation in collaboration with the City regarding training for City staff. Detailed financial information is also tracked.
n) Throughout the term of the contract, research and implement operational improvements to increase efficiencies, improve service and reduce operating expenses.	Lowe has demonstrated the ability to research and implement operational improvements in all of our technical areas that improve service and reduce operating costs.
o) Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standards changes.	Lowe reviews all operational procedures and policies on a continuous basis regarding changes that need to be made based on circumstances and changes in industry standards.
p) Maintain and account for all information, equipment, and property, which the City provides to the Contractor for use during the period of performance.	Lowe maintains and accounts for all information, equipment and property, that the City provides for use during the performance of the contract.
q) Manage all storage, maintenance, inspections and other necessary services related to the motor vehicles and equipment provided to the Contractor by the City.	Lowe manages all storage, maintenance, and all other required services related to the trucks, SUV, and other equipment that the City provides us with for official use.
r) Provide a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of the Contractor sufficient to ensure that the City is protected regarding the use of vehicles. The City may utilize any vehicle described in section 7.5 (G) of the General Conditions when not in use by the Contractor.	Lowe has a Motor Vehicle Use and Safety Policy to ensure that the City is protected with regard to use of vehicles. The City may utilize any of our vehicles when not in use by Lowe. Our insurance covers such requirements.
s) Obtain approval of the City Manager on vehicle make, model, and age and adhere to required branding to the City of Dunwoody standards of any additional vehicles furnished and used for service delivery by the Contractor.	Lowe will obtain any approvals necessary for any additional vehicles that might be needed in the course of service delivery as detailed in our contract with the City.
t) Furnish and maintain for the benefit of the City all labor, supervision, and equipment not otherwise provided, which are necessary and proper for performing the services, duties, and responsibilities set forth and contemplated as necessary to maintain the required level of service.	Lowe understands that all needs are not necessarily documented in this RFP and we are willing to perform the services, duties, and responsibilities, as well as those contemplated as necessary to maintain the high level of service we have been providing and building upon each year.
u) Communicate with the Mayor, City Council, and media services only through the City Manager or designee, unless otherwise authorized.	Lowe will communicate, through the City Manager or his designee, and not directly with the Mayor, City Council, or media, unless authorized.
v) Maintain, for purposes of City business, established business hours and provide appropriate staff to perform any after-hours requirements. Such hours are established by the City Manager and are subject to change throughout the term of the contract. Monthly billing invoices to the City shall include a production report including monthly recap of hours spent on the Contract segregated by on-site and off- site hours and percentage of each staff member's time spent solely on City contracted services.	Lowe conforms to business hours established by the City and regularly meets, as necessary, outside of those hours in the performance and timely delivery of our duties and contracted services.
w) Normal office hours of any individual contractor may not extend before 8 a.m. nor later than 5 p.m. without express written permission of the City Manager and must be reviewed and confirmed again in writing by each January 1st of the contract.	Lowe will not extend any individual contractor staff hours beyond the normal City hours without permission, which is confirmed annually.
x) All contracted staff who are considered a 1.0 full-time equivalent position by the Contractor and City must receive the same paid holidays as full-time city staff and should the City be closed for inclement weather will receive the same benefit as full- time employees (e.g. If the employees are paid for that day or partial day the contractor will be paid the same.)	Lowe considers all contracted staff as 1.0 full-time equivalent position that receives the same paid holidays as full-time City Staff and receives the same benefit during times of inclement weather, etc.
y) Proposals must have a plan for EEO training for all staff and management and supervisory training for all supervisors.	Lowe will continue to provide EEO training for all staff and management, and provide supervisory training for supervisors. Our plan is to do this at least annually, recording it and providing for any new employees at the time of their arrival.

SCOPE	GENERAL SCOPE RESPONSE
z) Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.	Jon Drysdale serves as the primary contact between Lowe and the City, and is available in-person or by telephone on a 24/7 basis. Additionally, we always have at least one person on call to respond to emergency situations.
aa) Use only the address of Dunwoody City Hall and Dunwoody e-mail addresses for all City-related matters, including both incoming and outgoing mail.	Lowe will continue to use the City Hall address and Dunwoody email addresses for any City-related correspondence.
bb) Prepare and provide to the City update reports submitted semi-annually and within 48 hours when requested by the City. All reports should document details of any subcontractor's work and the current status of specific key performance indicators established for each service area.	Lowe will continue to prepare and provide reports to the City, as needed, to document details of our performance and the current status of any KPIs approved for service areas.
cc) Prepare and provide to the City annually (during the budget process), the strategic management plan for continued services in the specific service area managed by the Contractor.	Lowe will provide, during the annual budget process in our strategic plan, for continued services in our specific service areas.
dd) Maintain and update at least semi-annually the scope of work, listing specific services to be delivered in the service area managed by the Contractor.	Lowe maintains and updates, at least semiannually, the scope of work, including any specific changes that need to be documented.
ee) Designate an employee responsible for the proper maintenance of all City records in accordance with the City's records retention policy including both archival and destruction.	Debbie Wright and Rachel Waldron are our representatives for the maintenance and management of all City records retention requirements, according to City policy, including those for archival and destruction.

Bidders shall respond in detail to the requirements listed for the service area(s) of their choosing as well as the scope of services lists in 2.1 Scope of Services. Bidders shall address each listed item in order as it appears, providing separate descriptions for each applicable service area (if bidding on multiple scopes of work). Bidders should not merely affirm an item but rather expand (concisely) how each scope item will be addressed throughout the duration of the Contract.

Lowe's Municipal Group has been providing Public Works and Parks and Recreation services to the City since 2008, under the continuous direction of Lowe's Managing Partner, Jon Drysdale, PE.

Since our contract with the City began, Lowe has gained an intimate knowledge of the City's infrastructure, stormwater systems, streets and highways, traffic patterns and operations, City parks and recreation facilities and recreation programs. Additionally, we have evolved with the City's culture from start-up to sustained operations. This experience has given us a comprehensive understanding of the desires and vision of City leaders and the concerns of citizens.

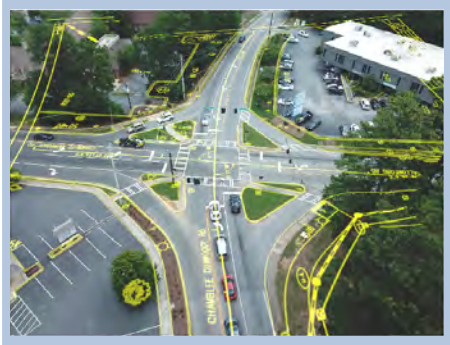
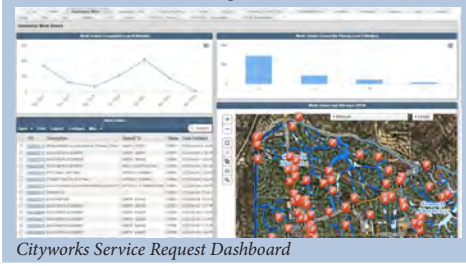
Lowe is uniquely qualified to manage the wide-ranging scope of services for Public Works and Parks and Recreation. Lowe is the first, and only, engineering firm to have performed in this role for the City, and we are one of the few firms to have undertaken this role anywhere in the region.

Prepared with the extensive history, lessons learned, successes and goals for the future, Lowe is anxious to be selected to continue assisting the City with the next phase of service in your Public Works and Parks and Recreation Departments. Lowe will provide value to the City by continuing with our current on-site staff, supplemented as needed with additional technical resources. We are prepared to meet the technical and managerial needs of the scope of work.

In the following responses to the Scope of Work we will fully address the general scope of work, items identified in the RFP, followed by the Public Works scope of services and the Parks and Recreation Department scope of services. We will comply with all of the general and specific scope items and requirements listed in the RFP.

PUBLIC WORKS

1.2.1	GENERAL REQUIREMENTS	UNDERSTANDING OF SCOPE
1.2.1.1	**Provide services under the direction of the City Manager and/or Public Works Director or designee. The Public Works Director is a City employee.**	Lowe will continue to work with the City Manager and Public Works Director to ensure that the City meets its goals for Public Works services. Lowe has an intimate understanding of the duties and functions expected and will work diligently to fulfill the City's goals.
1.2.1.2	**Provide a full-time, on-site Acting Public Works Director during periods of leave and vacancy with the existing Public Works Director position, approved by the City, with full responsibility to manage all Public Works, and Stormwater staff necessary to properly perform the services, duties, and responsibilities set forth.**	Todd Meadows will be our full-time, on-site Acting Public Works Director. During periods of leave and vacancy, he will be supported by Carl Thomas, Ishri Sankar, and David Ayers.
1.2.1.3	**Provide the City with a primary contact to act as a liaison between the City and the Contractor.**	Jon Drysdale will act as liaison between the City and Lowe.
1.2.1.4	**Provide the City with a primary contact to act as a liaison between the City and the appropriate person at outside agencies (e.g. DeKalb Department of Watershed Management).**	The Public Works Administrative Support Technician, Debbie Wright, will act as liaison between the City and the appropriate person at outside agencies.
1.2.1.5	**Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.**	Jon Drysdale will serve as the primary contact, available to the City on a 24-hour basis, seven days per week. For routine response actions, Lowe will continue to provide on-call staff that are available through the after-hours emergency phone system.
1.2.1.6	**Provide supervision of Contractor(s) staff providing Public Works Services to ensure that all contractual requirements are performed effectively and efficiently. The City Public Works Director will provide day-to-day operational supervision for department staff.**	Jon Drysdale will provide overall supervision of Lowe staff providing Public Works services. He will ensure all contractual requirements are performed effectively and efficiently.
1.2.1.7	**Develop capital improvement plans for applicable Public Works service areas.** *Preconstruction public presentation of plans*	Lowe has developed the capital improvement plans for each service area of Public Works. We share the City's philosophy of methodical planning based on thorough analysis and objectivity. We have created multi-year paving plans based on a quantitative evaluation of every street in the City, and a long-range capital sidewalk plan prioritized on objective criteria. We have completed an inventory of the City's entire stormwater system, and continuously evaluate the stormwater utility's short- and long-term capital needs. With plans in place for each of the service areas, we see implementation of the various improvements planned in each service area as a major emphasis going forward. It is important for public perception and cost-effectiveness to ensure that projects are coordinated. In addition to coordination among plans, our future efforts include focusing on maintaining good records on completed projects through use of GIS and continuing to refine the plans as funding and priorities change over time. Lowe will continue to manage all aspects and phases of capital projects including project planning and needs assessments, prioritization recommendations, budget estimates, scheduling, application of grants and state/federal funding, as well as management of preconstruction design, land acquisition and construction.
1.2.1.8	**Provide, manage, and oversee ongoing project management, engineering, design, and maintenance for the operation as needed to meet the needs of the City.**	Lowe will continue to manage all aspects and phases of capital projects, including project planning and needs assessments, prioritization recommendations, budget estimates, scheduling, application of grants and state/federal funding, as well as management of preconstruction design, land acquisition and construction and continuing through maintenance activities.
1.2.1.9	**Provide supervision of Contractors providing Public Works services to ensure that Contractors meet City performance standards.**	Our technical leads and stormwater, traffic, and right-of-way staff will work in the field daily with maintenance contractors to ensure that all work is being performed to meet City performance standards. Staff will monitor work performed by all crews through work order management and routine maintenance schedules.

1.2.1	GENERAL REQUIREMENTS	UNDERSTANDING OF SCOPE
1.2.1.10	**Conduct all activities necessary to maintain a first class traffic system, including but not limited to, conducting necessary studies and implementation of traffic control improvements.**	As under the current contract, Eli Veith will conduct or manage traffic studies to gather relevant information regarding traffic flow patterns and average speed of travel. Lowe will also address resident complaints regarding traffic volume and aggressive drivers in neighborhoods by performing neighborhood traffic analyses and identifying corrective measures.
1.2.1.11	**Conduct all activities necessary to maintain a street system plan, including but not limited to, the coordination, review, and management of all contracts for streets, sidewalks, and related projects.**  *Gateway Project (Chamblee Dunwoody Road @ 285 to North Shallowford/Peeler/CDR intersection)*	Lowe has successfully managed all engineering, design and maintenance contracts for Public Works operations and capital projects for streets, sidewalks, and related projects. In the area of maintenance, Lowe maintains records of all work orders, sets the priorities, and monitors progress. The work order list is updated daily and sent to the appropriate contractor. Lowe meets with the maintenance contractors regularly to review work activities and convey expectations. Lowe has developed performance measures that establish expected completion times based on the priority assigned to the work order. We review performance and work with the contractor to improve performance when the completion time is exceeded. Thorough oversight is critical to the success of capital projects. We have provided two layers of oversight for paving and other projects the City has completed. The first layer is led by a Lowe staff member who actively manages the project and is engaged with the contractor on a daily basis. The current and proposed Public Works staff for municipal services procurement consists of designers as well as personnel experienced in capital planning, construction, and maintenance for all types of public infrastructure. The second layer is a third-party inspection firm (working under Lowe's direction) that performs quality control testing and ensures the contractor meets required specifications.
1.2.1.12	**Maintain the inventory of all transportation related assets, which shall include, but not be limited to, traffic signals, street signs, streetlights, guard rails, sidewalks, roads, curbs, gutters, traffic calming devices, stormwater catch basins and inlet structures. The City will provide the Contractor an asset inventory as of January 1, 2021 in a manageable electronic database format.**	Lowe has developed databases for traffic signals, street signs, streetlights, sidewalks and traffic calming devices. Lowe also worked with specialty subcontractors to inventory assets and develop databases for roads, curbs and gutters, and stormwater structures. Many hours have gone into the development of high quality, thorough inventories of the City's assets and it is important to ensure the continued integrity of the databases. Lowe will accomplish this through accurate recordkeeping and regular maintenance of the databases. The most important aspect of the work order management system is that it is an extension of the GIS database that stores the City's assets. When maintenance work is performed and recorded in the work order management system, the GIS asset database will be automatically updated. Cody Dallas, a Dunwoody civil engineer, is experienced working with the City's GIS database. Cody and several other staff members will ensure the technology works as intended and that the data is current and correct.
1.2.1.13	**Respond to public requests and complaints in a timely and professional manner and keep the appropriate logs and tracking records of the resolution of all such requests and complaints.** *Center Drive Sinkhole Site Inspection*  *Cityworks Service Request Dashboard*	Responsiveness to citizens is hugely important to Lowe and we continuously evaluate our performance in this area. All requests and complaints are logged and tracked through the Cityworks database until they are resolved. For these, Lowe has implemented a protocol whereby the citizen who raised the issue is given a monthly status update. SeeClickFix, our current public interface system and a communications platform for citizens to report non-emergency related issues, provides Public Works with a database of citizen contact information that can be used for regular, automated communication on the status of work. Efficiently acknowledging and updating these requests maintains a high-ranking score. We will further endeavor to reach out to every issue raised to follow up on work performed and satisfaction. This can take the form of phone calls, emails, site visits, and online reporting software SeeClickFix. Lowe prioritizes responsiveness to citizens and we continuously evaluate our performance in this area. All requests and complaints are logged and tracked until they are resolved. Some issues take longer to resolve. For these, we have implemented a protocol whereby the citizen who raised the issue is given a periodic status update. On past paving projects, Lowe has used social media to provide periodic and milestone event progress reports. We plan to increase the use of these applications in the future as one way to provide beneficial information to the public.

PUBLIC WORKS

1.2.1	GENERAL REQUIREMENTS	UNDERSTANDING OF SCOPE
1.2.1.14	**Attend City meetings to represent Public Works as required and directed by the City Manager and/or Public Works Director.**	All staff with items on the agenda will continue to attend all meetings as required and directed. Attending City Council meetings is essential to obtaining guidance and required approvals as we execute the programs. Presentations in the meetings allow us the opportunity to explain some of the details of the required actions and to answer questions from the City Council.
1.2.1.15	**Track, maintain, and report on key performance indicators established by the City for Public Works in a timely manner.**	Lowe's Public Works Administrative Support Technician, Debbie Wright, will manage all key performance indicators at the start of each month and provide it to appointed City staff, including the Public Works Director. Through the Cityworks work order management system, Public Works can generate a number of real-time reports on work status and performance measures. This real-time reporting allows Lowe to address performance issues promptly. For the past 12 years, Lowe has tracked, maintained, and reported on key performance indicators such as work order time to completion. We will continue this practice and add any other indicators established by the City.
1.2.1.16	**Identify and perform other Public Works assistance where the Contractor reasonably anticipates needs, which are not specifically set forth above.**	Lowe will provide and maintain a digital office through records retention to streamline productivity by allowing more than one employee to view documents simultaneously, making a document easily searchable and retrievable, and ensuring longevity of essential documents. After more that 12 years working for the City, Lowe has gained an understanding of the needs and responsibilities involved in the operation and management of the Public Works Department. We are flexible to changing priorities, responsive to time-driven work orders, and provide the highest level of engineering and management expertise with our highly skilled staff. We are committed to making the City a model for others to emulate by being proactive and innovative in the daily performance of our duties. As we move forward through the next five years, we will continually be aware of changing needs and adjust accordingly from our current operations.
1.2.2	**STREET MAINTENANCE AND STRIPING**	**UNDERSTANDING OF SCOPE**
1.2.2.1	**Manage City's contractor responsible for maintenance and repair of all City Streets, including but not limited to, pothole repair, paving and striping as directed by the City.**	Lowe will work to institute service requests, locate problems, and address needed work according to its assigned priority. Immediate repairs will be made to all Priority 1 work orders within 24 hours of their initiation. Priority 2-4 work orders will be addressed based on their assigned priority levels. The method for providing this service is through our assigned Traffic Engineer.
1.2.2.2	**Oversee the City's pavement management program.**	From the beginning of the formation of the City, Lowe has been part of the City's pavement management program, managing budgets, developing bid documents and implementing pavement maintenance strategies. Our staff will continue working closely with City staff using the pavement ratings to leverage the most cost-effective methods of rehabilitation for the local, collector and arterial street network. Lowe staff are knowledgeable of the City's roadway network, the intricacies of the school and business traffic patterns, and the need to develop practical work programs that provide least disruption to the traveling public. We will provide oversight to the program with staff that has managed pavement programs at the state, county, and municipal levels.
1.2.2.3	**Oversee all maintenance work in compliance with current Georgia Department of Transportation (GDOT) specifications.**	Lowe oversees completion of all repairs and improvements to comply with GDOT specifications. Oversight comes by way of providing specifications to all maintenance contractors, along with follow-up. Our construction staff are well-versed in GDOT construction techniques and specifications, as well as regularly attend and participate in continuing education. We have two former GDOT Construction Project Managers on staff to oversee maintenance repairs and operations.

1.2.2	STREET MAINTENANCE AND STRIPING	UNDERSTANDING OF SCOPE
1.2.2.4	**Oversee unanticipated and emergency road repairs such as washouts, sinkholes and damage caused by vehicle accidents.**	Our goal is to assist the City in addressing all safety issues promptly. Priority 1 work orders will be assigned to any issue that comes in as an emergency issue. Lowe will continue to provide staff who can respond to emergencies and be on site quickly. Lowe has staff members who live in close proximity to the City, with one as a resident of the City, and one in the adjoining city of Sandy Springs. Depending on the issue at hand, crews and/or a staff member can respond within 24 hours or less to address immediate repairs. Through the on-call assignment of Lowe staff, all issues that arrive after-hours are immediately directed to the appropriate maintenance crew. Police, 911 personnel, and City staff will be updated continuously until safety is restored.
1.2.2.5	**Conduct all activities necessary to maintain a first-class roadway and bridge infrastructure system in accordance with national and state standards, including, but not limited to, overseeing necessary maintenance of all roadways and bridges, which shall include minor repairs, cleaning and repairs necessitated by storm events.**	Lowe staff work in accordance with required pavement assessments to address streets in need of repaving. All testing meets ASTM standards as paving occurs. Preventive maintenance is pursued through such measures as JET VAC cleaning, street sweeping, right-of-way cleaning, pavement repair, and concrete repair to alleviate stress on existing infrastructures.
1.2.2.6	**Respond to citizen inquiries and process requests using the City's work management system.**	Lowe is familiar with the SeeClickFix citizen request system and the City's Cityworks work order system. Staff closely monitor both systems to process service request and work orders. Lowe staff also respond to citizen emails, phone calls, and on-site inquires, provide necessary communication and actions, and provide the City with a high level of customer service for all citizens.
1.2.2.7	**Coordinate emergency responses, as they relate to Public Works, to all weather-related events.** *Snowstorm Preparation*	Each Lowe staff member will work with the Public Works Director and other City stakeholders to ensure all maintenance crews are adequately supplied with material, equipment and manpower to carry out the needs of a storm event response. Live tracking systems follow all staff in the field and communicates responses to crews. Traffic engineer Eli Veith has acted as the Emergency Operations Center Manager for the City of Alpharetta during many events, including tornadoes, flooding, snowstorms and ice storms. Having effective oversight of emergency operations is important, not only for managing the situation well, but for making sure resources used are properly quantified if disaster relief money becomes available later. As part of the City's response to disruption caused by COVID-19 public protection measures, we have been working remotely while tracking all resources used to adjust to the new traffic patterns. Lowe recommends that soon after all City teams are selected, several emergency preparedness training events should be performed to familiarize the various groups with each other and the proper procedures. A small training event would include Dunwoody Public Works, on-call City maintenance contractors, and Lowe. A larger training event should also be conducted that would include the Mayor's office, the Dunwoody Police Department, DeKalb County Fire and EMS (especially Stations 21 and 18), GDOT, and the Dunwoody public information team.
1.2.2.8	**Identify and perform other street maintenance and striping responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.**	After working for the City for so many years, Lowe has gained an understanding of the needs and responsibilities involved in the operation and management of the City's streets and striping areas. We are constantly reviewing the function of the street/striping infrastructure and are flexible to changing needs. We are committed to making the City a model for others to emulate by being proactive and innovative in the daily performance of our duties. As we move forward through the next five years, we will continually be aware of changing needs and adjust accordingly from our current operations. Lowe will identify areas where future capital improvements may be delayed or remain unscheduled and address these areas. There will be an effort to work with existing projects which present a mutual benefit where single mobilization can be made for multiple repairs.

PUBLIC WORKS

1.2.3	TRAFFIC SIGNALS, STREET SIGNS, & STREET LIGHTS	UNDERSTANDING OF SCOPE
1.2.3.1	**Provide traffic engineering services by staff holding sufficient expertise and experience to review and adjust signal timing, troubleshoot signals and review traffic plans.**	Since December 2013, Eli Veith has provided this service to the City. His expertise encompasses more than 20 years of experience providing these services to Dunwoody as well as other cities and counties in the area. In the last six years, he has personally visited, reviewed, and adjusted every single signal in the City. He is familiar with all of the recent and upcoming traffic signal improvement projects.
1.2.3.2	**Maintain the proper operation and ensure proper maintenance of all traffic signals, street signs and streetlights at all times within the City of Dunwoody.**	Lowe has an excellent working relationship with Sunbelt, Blackjack, and the RTOP team, and are constantly working to fix all problems quickly. Our scheduled inspection and maintenance program are finding and fixing many problems early on – before they become a serious issue.
1.2.3.3	**Traffic signals shall be operational continuously and Contractor shall be responsible for coordinating emergency response to signal outages or malfunctions.**	By networking all the traffic signals in the City and connecting them to both the city MaxView signal software server and the GDOT MaxView server, Lowe has created a system of fast notification for almost all signal outages and malfunctions. We have been successful working with the Sunbelt crews and the RTOP team to restore signals quickly. Living just outside the city, Eli Veith can provide quick responses and inspections after-hours when necessary.
1.2.3.4	**Coordinate the adjustment and/or alignment of signal heads for proper pedestrian and vehicular traffic.**	The entire Lowe team has worked on multiple traffic signal installations and upgrades, and have worked together with the signal crews to ensure proper installation and alignment of all equipment. There have also been occasional instances of pedestrian signal heads being hit and knocked over or askewed, and our excellent communications among team members have resulted in these being repaired quickly.
1.2.3.5	**Inspect signal timing and make adjustments as required. (The city will pay the labor and materials for a contract crew to repair signals and update signal timing plans. However, the City expects the Contractor to be able to identity whether a signal is malfunctioning, oversee required repairs and make minor timing adjustments.)**	Every single coordinated traffic signal outside of the RTOP region has been retimed at least twice by Eli Veith in the last six years. He is intimately familiar with the signal timing of each corridor and the reasons behind every setting used. Intimate knowledge of the details of all available signal timing plans allowed for a quick response to the March 2020 traffic pattern disruptions resulting from the citywide COVID-19 pandemic response.
1.2.3.6	**Oversee and manage the regular inspection and cleaning of traffic signal cabinets and equipment.**	Our signal system equipment is in excellent shape because of our maintenance program and the positive working relationship with the Sunbelt crews. Frequent visits to traffic cabinets mean that something like an infestation of ants in the signal cabinet can be identified, treated, and eliminated before they cause problems with the equipment.
1.2.3.7	**Oversee signal timing projects and equipment upgrades, and review signal related elements of capital projects.**	The Lowe team has overseen numerous improvements to the traffic signal system, from large projects such as new signal installation at New Austin Elementary school and the major upgrade at Mount Vernon Road and Vermack Road, to smaller projects such as the upgrade and repair of all of the vehicle detectors on North Shallowford Road and Chamblee-Dunwoody Road. We also are responsible for the complete signal network upgrades around the City that allow our Traffic Control Center to have complete communications and control of all traffic signals.
1.2.3.8	**Monitor the City's traffic control city as needed to keep signal equipment and communications fully operational.**	The Lowe team is better equipped than any other to perform this task. When we started, the City had almost no working infrastructure for traffic signal communications and control. Today, every single signal in the city is accessible from the traffic control center and remotely. We have multiple techniques and devices for backup communications in the case of disruption and the ability to deploy quickly if there is any loss of communication.
1.2.3.9	**Respond to emergency traffic events and implement signal timing to mitigate traffic impacts.**	We have numerous examples of being able to help the citizens of Dunwoody by responding quickly during an incident. For example, in 2019, when part of I-285 was closed because of an incident with a Dunwoody police officer, we were able to give the police department the time they needed to complete its response by redirecting traffic via Cotillion Drive, Savoy Drive, North Shallowford Road, Chamblee-Dunwoody Road, and Ashford-Dunwoody Road. We have prepared a number of incident management plans for events such as these and have progressively improved them over the years. All signals on major corridors have special plans preprogrammed that are ready to be implemented at the start of a major incident.

1.2.3	TRAFFIC SIGNALS, STREET SIGNS, & STREET LIGHTS	UNDERSTANDING OF SCOPE
1.2.3.10	**Respond to citizen inquiries and process requests using the City's work management system.**	Lowe has an excellent response time to citizen requests via SeeClickFix. On numerous occasions we have been able to respond and address traffic signal complaints in less than an hour, which usually results in an enthusiastic response from the citizen who reported it. Almost all requests receive a response and repair or work order within one working day.
1.2.3.11	**Identify and perform other traffic signals, street signs, and streetlights responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.**	A great example of this is our relationship with the bicyclist community of Dunwoody. Several members contact us when they feel that traffic signals are not detecting bicycles, and we have met with them in person at the intersections to test and address these detection needs. Lowe has also kept this community in mind as we design and implement new projects with bike lanes, such as the new signal upgrades on Mount Vernon. We have made a concerted effort to remain on the forefront of traffic signal technology so that we can implement new advancements to better serve the public.
1.2.4	**SIDEWALKS, GUTTERS, & RELATED STREET AREAS**	**UNDERSTANDING OF SCOPE**
1.2.4.1	**Oversee the maintenance and construction of any new sidewalks and curbing to ensure completion in accordance with standards as directly by the City (e.g. GDOT as well as applicable AASHTO and ASTM standards).** *Sidewalk improvements on Chamblee-Dunwoody Road*	In the first year of Dunwoody Public Works operations, Lowe Engineers personnel completed an inventory of the City's sidewalks, identifying 1,702 sidewalk maintenance issues or defects. This work earned the City's "Golden Shoe" award from the pedestrian advocacy group, PEDS. Lowe has begun to address these issues and, due to the large number of them, has affected economies wherever possible to improve the sidewalk infrastructure. Lowe has used the City's street maintenance subcontractor for short segments of new sidewalk and for a sidewalk repair project, and ADA ramp retrofit on Peachford Road. We also packaged several relatively simple sidewalk construction projects and ADA ramp retrofits into a single design-build bid to save costs on design and construction. Lowe has been part of the creation of many sidewalk and pedestrian upgrades for the City, including coordination with the City's partner, the Perimeter CID (PCID). Numerous projects have included sidewalk and pedestrian upgrades, along with new curbing. Lowe has accomplished, through bid projects, unit price contractors, and projects using the City's street maintenance subcontractor for short segments of new sidewalk, for a sidewalk repair project, and ADA ramp retrofit. Sidewalk projects, along with curbing upgrades, include projects along high-volume roadways, including Mount Vernon Road, North Peachtree Road, Peeler Road, Tilly Mill Road, Vermack Road and Womack Road.
1.2.4.2	**Maintain first class sidewalks, gutters, and related street areas including, but not limited to, overseeing all necessary maintenance and cleaning of the same as directed by the City.**	Much has been accomplished over the past to install new sidewalks as well as repair existing ones. The ongoing goal is to prioritize needed repairs to existing sidewalks in coordination with future sidewalks installations and paving plans. Lowe staff will continue to work with currently contracted maintenance crews and unit price concrete contractors to address needed repairs to concrete sidewalks, gutters, curbs, and ramps to comply with GDOT, ANSI, and ASTM standards, in addition to ADA requirements. Additionally, maintenance will continue to be performed to maintain safe walking paths and stormwater drainage areas by using right-of-way maintenance crews, stormwater maintenance crews, and outside contractors, if necessary.
1.2.4.3	**Oversee the maintenance of the City's Rights-of-Way (ROW), including landscaping of median areas, and maintenance and upkeep of the City's streets and drainage systems consistent with the standards of the Department.**	Lowe staff will continue to work with contracted maintenance crews to meet the standards of the Department. These standards are met through a three-part approach: ■ Restore right-of-way areas to a manageable condition by clearing undesirable plant material and, if needed, installing durable and resilient plant material. ■ Use preventative measures to minimize maintenance while maintaining a visually pleasing appearance. ■ Perform monthly inspections of conditions to confirm that areas are clear of debris, overgrowth, and material that may negatively affect drainage areas.
1.2.4.4	**Respond to citizen inquiries and process requests using the City's work management system.**	Lowe's familiarity with the SeeClickFix citizen request system and the City's Cityworks work order system allows great flexibility for responsiveness. Staff will continue to closely monitor both systems to process service requests and work orders, along with responding to citizen emails, phone calls, and on-site inquiries. Lowe staff provides necessary communication and actions, and provides the City with a high level of customer service for all citizens.

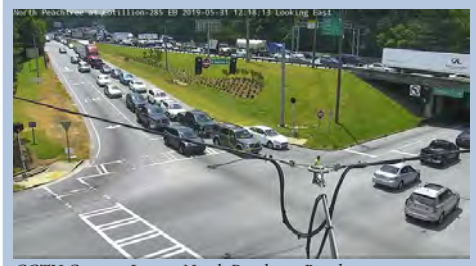
PUBLIC WORKS

1.2.4	SIDEWALKS, GUTTERS, & RELATED STREET AREAS	UNDERSTANDING OF SCOPE
1.2.4.5	**Identify and perform other sidewalks, gutters, and related street area responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.**	Lowe staff will continue to work in conjunction with the City's currently scheduled sidewalk installations and paving plans to address repairs that meet GDOT, ANSI, and ASTM standards. Revisiting a citywide assessment of currently existing sidewalk conditions will allow the City to budget for repairs needed within a reasonable timeframe. This can best be done by working first with the City's sidewalk and paving plans, followed by the highest priority concentration of needed repairs.
1.2.5	**TRAFFIC & TRANSPORTATION ENGINEERING**	**UNDERSTANDING OF SCOPE**
1.2.5.1	**Review and update the inventory of the City's existing road conditions and review the re-paving plan, the long-term schedule, and the associated annual costs.**	Lowe staff will continue to work with the City's existing paving plan while making adjustments to the plan as it continues to evolve based on funding and periodic road condition rate assessments. As the City progresses in its paving, it will be the goal of staff to incorporate concentrated areas of need to allow for greater quantities of lane miles paved each year at a lower cost. Additional coordination is required with utility and capital projects to address pavement repairs. This coordination can be attained by attentive communication with utility contractors and outside agencies as well as the Capital Projects Manager, Ishri Sankar. Regarding construction activities during the COVID-19 response, we are extending work hours on roads typically subject to more restrictive work hours to take advantage of lower traffic volumes. By allowing contractors to take advantage of these lower traffic volumes, work can be completed more efficiently, and without significant disruption to the community.
1.2.5.2	**Review and revise the existing striping plan and the associated schedule and projected yearly costs.**	Lowe staff will review and revise the existing striping plan in coordination with the City's annual paving plan. The striping plan will also address the federal requirements that establish minimum standards for nighttime visibility. Areas of faded striping will be addressed as needed if not contained within the annual paving plan.
1.2.5.3	**Monitor the existing traffic signal system and create an annual schedule for all required updates.**	All traffic signals are reviewed for correctness every year. All signal timing plans are reviewed periodically and are retimed every two to three years at the direction of the Public Works Director. Additionally, all traffic signal database changes are recorded in the MaxView system, which provides a continuous history of changes performed.
1.2.5.4	**Maintain communications with the Perimeter Community Improvement Districts (PCID) in accordance with their Memorandum of Understanding.**	We have maintained an excellent working relationship with the PCID for many years. We are currently partnering with John Gurbal and his team to implement an enhanced system for the fire trucks at Fire Rescue Station 21 on Meadow Lane to preempt the traffic signals for faster response time for emergencies in the Perimeter area. We are also working with the PCID team to minimize disruption and maximize improvements made by the I-285 at GA 400 interchange project.
1.2.5.5	**Work with the community and the PCID to set public space standards for all Dunwoody commercial areas.**	The adopted Comprehensive Transportation Plan addresses public space standards for commercial areas throughout the City and references the Georgetown and Dunwoody Village master plans and the existing PCID standards for public space in those areas. Lowe will continue to refine and update those standards as necessary to ensure the best service for Dunwoody citizens.
1.2.5.6	**Continuously explore methods of improving traffic flow in a non-grid environment.**	Our team has spent years staying at the cutting edge of traffic system improvements, making sure that we're always doing everything possible to make things better for the citizens we serve. The upcoming managed lanes project on I-285 offers opportunity to improve the traffic flow on Cotillion Drive and Savoy Drive between Chamblee-Dunwoody Road and North Peachtree Road.
1.2.5.7	**Review and if applicable, revise plans to provide appropriate infrastructure to enhance the traffic flow of pedestrians and cyclists.**	We have a good system of communication with many of the City's most vocal non-vehicular travelers. We have many years of experience in setting up bicycle lanes and enhanced flashing crosswalks, and also in making sure that the City's traffic signals do well to serve all modes of transportation.

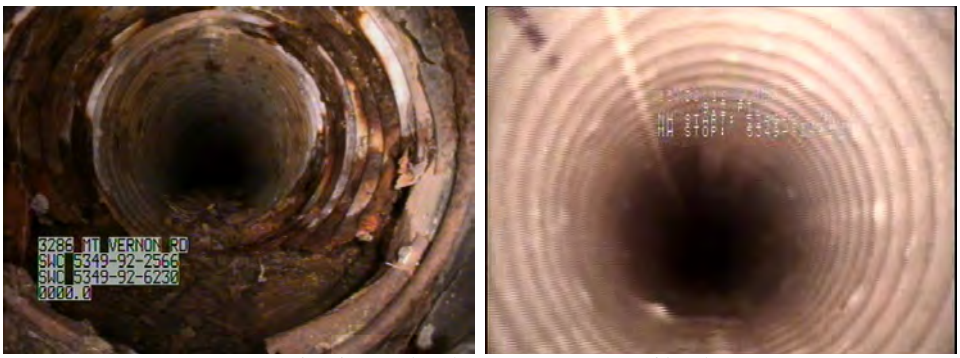
1.2.5	TRAFFIC & TRANSPORTATION ENGINEERING	UNDERSTANDING OF SCOPE
1.2.5.8	**Manage the city's traffic calming program using current best practices.**	Traffic calming projects need to include not only looking at the neighborhood itself but investigating the area around the neighborhood to see what can be done to reduce pressure on drivers and identify alternate routes. When a neighborhood traffic calming project is implemented, it needs to be done with buy-in from the whole neighborhood. Physical traffic calming measures, such as speed tables and road narrowing, are far more effective than psychological measures.
1.2.5.9	**Utilize the latest GIS equipment and technology to review and update transportation infrastructure and pavement condition data.**	Lowe staff has worked to bring in new and existing infrastructure assets such as signals, flashers, and crosswalks to incorporate within the work management software, Cityworks and the GIS. By incorporating this data into existing infrastructure data, field staff will be able to work within a live database to update transportation infrastructure assets as they occur. Pavement condition scores will be updated annually in conjunction with the periodic contracted pavement condition rate assessment. Lowe will work within the pavement management software. This will allow for pavement conditions to be analyzed in the field by Public Works staff. Updates to the City's transportation infrastructure will be made with the use of GPS devices and GIS software. These updates will be provided to the City's GIS Department for synchronization of infrastructure data.
1.2.5.10	**Analyze, evaluate, and synthesize all the above transportation elements into the existing Comprehensive Transportation Plan as appropriate.**	The Comprehensive Transportation Plan will be dynamic as Lowe continues to execute the various transportation elements and synthesize them with the original approved plan components. The Plan is composed of digital exhibits that can be updated and kept current as projects are completed and others need updating or creation.

Mount Vernon Road at Vermack Road Intersection

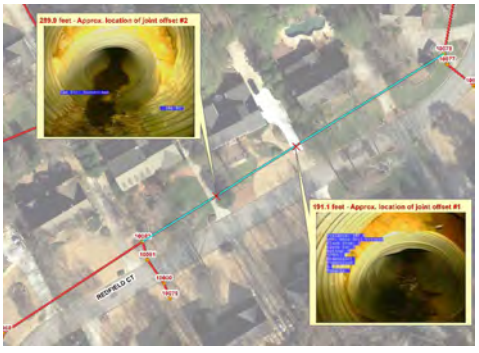
PUBLIC WORKS

1.2.5	TRAFFIC & TRANSPORTATION ENGINEERING	UNDERSTANDING OF SCOPE
1.2.5.11	**Identify and perform other traffic and transportation engineering responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.**  *CCTV Camera Image, North Peachtree Road at Cotillion Drive* *CCTV Camera Image, Tilly Mill Road at North Peachtree Road*	Lowe is fully capable of identifying and performing other traffic and transportation engineering responsibilities including: Audible Pedestrian Systems (APS) – Dunwoody should consider enhancing its pedestrian system by evaluating new technologies for providing audible cues for visually impaired pedestrians. We would recommend a test project around the Dunwoody MARTA Station. A project like this could be a candidate for federal stimulus funding if a policy such as in 2009 is enacted. Traffic Control Center – We will continue to work with PCID and RTOP teams on the implementation of the Dunwoody Traffic Control center to ensure usability and proper integration of all systems. CCTV Monitoring and Maintenance – With the completion of the Traffic Control Center, a large number of CCTV cameras are available for viewing and potential recording. We are currently working on a system to be put in place to allow the video to be shared with the Dunwoody Police Department. We have also worked with GDOT to allow still images from the cameras to be posted online through 511ga.org. Before/After Studies – Using the wealth of information available to us from the GDOT MaxView system and the ATSPM signal data logging system, we will be able to provide significantly more analysis to evaluate the impact of specific events such as the coronavirus shutdown or the holiday shopping period around Perimeter Mall, and also to evaluate the effectiveness of new signal timing plans and the impact of new developments. Development of Regional Impact (DRI) and Traffic Impact Study (TIS) Review – We will work with Community Development to provide review services of DRI and TIS reports. We will also consider traffic flow within the sites as proposed because this can result in impacts on major roadways. Accident Analysis – We will work with the Dunwoody Police Department and GDOT to evaluate accident reports throughout Dunwoody to help identify areas with higher crash frequencies. With the areas identified, measures to reduce accidents can be identified and prioritized. Traffic Count Database – Between traffic impact studies, neighborhood speed studies, and signal timing projects, there is a lot of traffic volume data in the City, but it is not accessible in one place. Maintaining a database of all traffic count data will make it easier to do quick analysis of ideas and is a valuable tool for developers who often call looking for average daily traffic (ADT) in an area where they are considering building. Traffic Signal Preemption for Emergency Vehicles – We have already performed a considerable amount of work in implementing systems to allow emergency vehicles to preempt traffic signals around Fire Station 21 on Meadow Lane and Fire Station 18 on Barclay Drive. We are in the process of expanding this system to add more signals to the area served by those two stations as well as adding service in the area of Fire Station 12 on Roberts Drive. We have also had discussions with the City of Sandy Springs to allow enhanced service for their fire station on Dunwoody Club Drive, which utilizes the signals at Dunwoody Club Drive and Mount Vernon Road to serve northeastern Sandy Springs. Lowe also proposed a system to allow Dunwoody Police vehicles to preempt the traffic signals, especially in the event of an exit from the City Hall signal at Valley View Road. Citizen Information Via Smart Apps – The system used for fire and emergency signals to preempt the traffic signals has additional functions available to provide information to the general driving public. There is a test of this system being implemented currently in the City of Marietta that Eli Veith has worked with that can send in-vehicle data to drivers alerting them of emergency vehicles approaching and school zone information.

1.2.6	STORMWATER	UNDERSTANDING OF SCOPE
1.2.6.1	**Provide a stormwater utility manager approved by the City, with full responsibility to manage and perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved manager without written approval from the City, such approval will not be unreasonably withheld. (The Contractor is fully responsible for hiring and firing of personnel assigned to this contract. The City may request from time to time that personnel be removed from the contract and replaced. Contractor will be responsible for identifying suitable candidates able to provide the scope of services outlined in the contract. The City, at its discretion, may request an opportunity to review potential candidates and/or interview candidates prior to offers being made.) – See Section 2.1(g) regarding staff reassignments.**	Carl Thomas would continue as the appointed Stormwater Utility Manager for Dunwoody. He has been in stormwater management for more than 14 years, with experience primarily in asset management, environmental compliance, cost analysis, public outreach, enforcement, and floodplain administration. Since joining Dunwoody in July of 2018, he has managed the approval from Georgia Environmental Protection Division (GAEPD) of the City's 2018-2022 Stormwater Management Plan (SWMP), two annual report submittals, 34 capital projects totaling $2.3 million, repairs of over 1.62 miles of pipe, and completion of 366 maintenance work orders totaling over $622,000. When the Finance Director requested assistance with developing a method to quantify the effectiveness of the stormwater maintenance program for auditing purposes, he proposed a unique solution. Exporting the inspection results of over 3,100 City-maintained pipes from the GIS database, he developed a weighted overall score of the entire pipe infrastructure based on the structural rating (1-IMMEDIATE REPAIR, 2-POOR, 3-FAIR, 4-GOOD, 5-EXCELLENT) and overall capacity (in cubic feet) of each asset in the inventory. The first round of inspections completed by the City in 2010-2011 produced a weighted overall score of 3.55. When the next round of inspections were completed from 2013-2017, the overall weighted score for the same assets increased to 3.86. This 8.59% improvement in the overall score over just a six-year period helped demonstrate the effectiveness of the City's maintenance program and was extremely useful for the Finance Department. Currently, Carl Thomas is assisting the City of John's Creek with developing a cost analysis tool for estimating the total net worth of their entire stormwater inventory based on the cost of replacing each asset. In 2019, survey teams discovered a deteriorated 400-foot section of 48-inch corrugated metal pipe underneath four residences on Redfield Court. In addition to severe invert corrosion, there were joint separations threatening to collapse, creating 10-foot sinkholes directly underneath two driveways. Estimates for total excavation, relocation and abandonment, or pipe bursting started at over $400,000. Carl Thomas developed a plan to replace the 100-foot separation with reinforced concreted pipe and repair the remaining 300 feet with cured in-place pipe, combining the RCP and CIPP structures with two 14-foot manholes. The project was completed successfully in September of 2019 and saved the City a minimum of $150,000.



Cured In Place Pipe (CIPP) repair on Mt Vernon Road (2019)

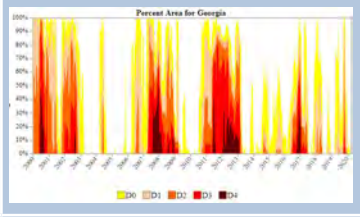


Separated pipe sections under two driveways

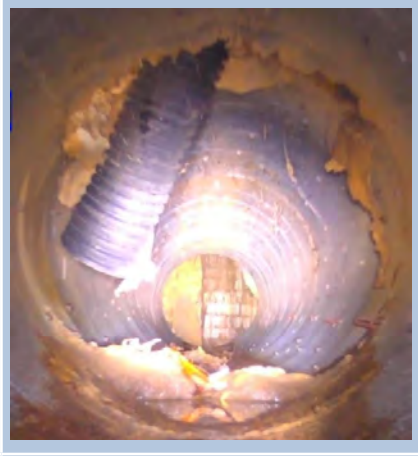
Manhole installation connecting RCP (left) with CIPP (right)

PUBLIC WORKS

1.2.6	STORMWATER	UNDERSTANDING OF SCOPE
1.2.6.2	**Provide ongoing engineering, design, and management of the maintenance of stormwater systems, as needed, to meet the needs of the City in accordance with all applicable standards and as directed by the City.** *Amberly Drive Culvert Repair* *CCTV Remote Camera for Imaging Stormwater Pipes* *Martina Drive Streambank Restoration* *North Peachtree Road Culvert Repair*	Since 2009, Lowe Engineers has provided the City with project management support on more than 180 capital stormwater projects totaling over $8.6 million, restoring over 5.3 combined miles of pipes and streams. With over 40 years of combined experience in engineering, design and construction management, daily oversight of the stormwater repairs & maintenance program is managed by Greg Wilson and Monte Lester. Greg Wilson has been with the City since February 2019 and his impact to the stormwater team and Public Works Department in Dunwoody was instant. One of his first projects was the Amberly Drive Culvert Replacement Project. In what appeared to be a "typical" repair at first glance, the project posed unique challenges. The project is located in the Nancy Creek watershed, which is impaired for exceeding acceptable levels of fecal coliform. One of the causes of this is damaged sanitary sewer lines infiltrating into the storm system. Less than a foot underneath the existing twin 48-inch pipes is an 8-inch sewer line. The culvert is also in the high risk, dam breach inundation zone for the Scott Candler Water Treatment Plant. Analyzing the hydrology and hydraulics from various designs, Greg designed a 7-foot by 4-foot box culvert that reduced flooding on neighboring properties and provided the necessary clearance over the sanitary sewer line. Monte Lester has been the Stormwater Construction Manager for the City since 2015. He possesses a blend of technical expertise and customer service that is essential to this position. He is a Certified Utility Coordinator, providing vital experience in a sector of project management that typically contributes to the most delays (utility relocation). The drone footage he takes of projects, from start to completion, are a hit on the City's social media pages. In his time with the City, Monte has managed 59 stormwater capital projects, closed 413 service requests and 808 maintenance work orders. Lowe staff have been exceptional at running an efficiently budgeted stormwater section. By hiring individuals with experience in multiple fields, the City has been able to dedicate considerably more resources to its aging infrastructure than neighboring utilities by minimizing staffing costs. In a 2019 survey conducted by the Southeast Stormwater Association (SESWA) of more than 100 stormwater utilities in the region, the average utility dedicates 49% (33% operations and maintenance, 16% capital projects) of its annual budget to stormwater repairs. By employing staff capable of filling multiple roles within the department, Dunwoody has been able to dedicate an average of 76.4% annually to maintenance and capital projects. This has been one of the key components of why the City has been able to make significant improvements to an aging storm system where the average age of the structure (43 years) has exceeded its typical service life (25 years). **2009-Present Stormwater Capital Projects** PROJECT TYPE | # Projects | LINEAR FEET | TOTAL COST Cured in Place Pipe | 78 | 18,276 | $3,615,397.05 Culvert Repair | 3 | 374 | $354,130.25 Paved Invert | 3 | 251 | $22,731.98 PIPE REPAIR/REPLACEMENT | 52 | 6,855 | $2,255,352.50 Pond Retrofit | 15 | | $761,415.18 Shotcrete | 9 | 1,778 | $715,484.16 Slip Line Pipe | 2 | 160 | $35,833.33 Spincast | 4 | 216 | $121,695.96 Stream Stabilization | 2 | 230 | $348,648.23 Structural Repairs | 16 | | $449,124.62 **Grand Total** | **184** | **28,140** | **$8,679,813.26**
1.2.6.3	**Review, update, and implement all necessary policies, protocols, rules, and regulations necessary to meet or exceed the City's stormwater requirements under applicable, federal, state, and local laws, including, but not limited to, federal clean water requirements and State of Georgia National Pollutant Discharge Elimination Standards (NPDES) permitting and compliance.**	2019 marked the first year the Environmental Protection Agency (EPA) issued consent orders to municipalities in Georgia for insufficient implementation of their SWMPs. Having staff with knowledge of federal, state, and local regulations is critical for Dunwoody to remain in compliance. The City received state approval of their 2018-2022 SWMP. Cody Dallas is responsible for primary duties including preparation of all stormwater compliance documentation for Dunwoody. Cody has been with the City since 2016. In addition to Dunwoody, Cody has developed SWMPs, Impaired Waters Plan, annual reports, and regulatory documents for numerous municipalities, including Milton, Canton, and East Point. Updates to the SWMP include a Citizen Response Hotline, Social Media Program, and revised Enforcement Response Plan.

1.2.6	STORMWATER	UNDERSTANDING OF SCOPE
1.2.6.4	**Prepare and submit stormwater management plans, permit updates and annual reports to the Georgia Environmental Protection Division and achieve compliance.**	The most significant update to the 2018-2022 SWMP is implementation of a Green Infrastructure/Low Impact Development (GI/LID) Program. Coordinating with Community Development and Public Works Departments, Lowe staff prepared and submitted a draft of the GI/LID program with the 2019 MS4 Annual Report, as required in the permit. This document is currently under review by GAEPD and final approval is expected no later than 4th QTR of 2020. Lowe staff have prepared for the upcoming regulatory changes by working with the Georgia Association of Water Professionals to determine the best training opportunities available to educate government officials and the development community on GI/LID design, installation and long-term maintenance. One of the most important updates during the 2013-2017 permit cycle was implementation of an Impaired Waters Plan. The water quality sampling, enforcement, inspection and public education efforts were effective enough to have one watershed in the City (Ball Mill Creek) removed from the state 303(d) list of streams impaired for excessive levels of fecal coliform. A municipality having streams removed from the 303(d) list is one of the most importance indicators of a stormwater program's effectiveness.
1.2.6.5	**Integrate activities when applicable with Planning and Zoning and other departments as necessary. Review hydrology reports and stormwater management plans for development projects.**	Lowe staff collaborated with Community Development to assist the Metro North Georgia Water Planning District (MNGWPD) in revising its Post-Development Stormwater Model Ordinance and develop a checklist for design professionals to determine runoff reduction feasibility. Adoption of the documents by the City in 2020 will be important to ensuring compliance for implementing the GI/LID program. Lowe staff is experienced with reviewing stormwater and floodplain management plans, with Greg and Carl having more than 20 years of combined experience with plan review for other municipalities.
1.2.6.6	**Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.**	Lowe provides 24/7 response with staff in Public Works Department responding to after-hour requests on a rotating schedule. For stormwater-related issues, Carl Thomas is available any time to respond to issues after business hours and has a team of contractors available for emergency situations. According to the Dekalb County Multi-Jurisdictional Hazard Mitigation Plan, over 1,600 residents and properties worth $54 million are exposed to increased risk during the 1% (100 year) flood event in Dunwoody. Lowe staff is familiar with the procedures for the City stated in the emergency response plan and are prepared for any situation, should the worst occur.
1.2.6.7	**Identify, document and, if deemed applicable by the City, implement water conservation practices and methods.** 	The Lowe staff stays in constant communication with EPA, GAEPD, MNGWPD, GAWP, and Dekalb Department of Watershed Management (DWM), posting information to the public on conserving water to the City's social media sites. If a Level D1 drought or higher is declared, notices are forwarded to the public immediately if water restrictions are optional or mandatory. One of the most important annual activities conducted by the City is dry-weather screening of outfalls owned by the City. If water is flowing out of the City's storm system when there has been less than 0.1 inch of rainfall over 72 hours, water quality testing is immediately conducted. If potable water is detected, Dekalb DWM or the property owner is notified immediately of the possibility of a leak in their water service line.
1.2.6.8	**Create, maintain, store, and retrieve available documents that are necessary for the effective implementation and operation of the City's stormwater requirements under applicable, local, state, and federal laws.**	One of the most important tools for centralized data storage and reporting purposes utilized by Lowe staff is the Cityworks database management tool. All stormwater staff are proficient in entering service requests and work orders. A new tool that has been incorporated in tracking stormwater capital projects is the Project Manager Module. This not only tracks and totals all costs related to a project (engineering studies, CCTV/cleanings, easements, construction, etc.), but the user can also attach all assets related to the project. For long-term recording purposes, Lowe staff is currently entering all previously completed stormwater projects since the City's inception into the Project Manager Module and attaching assets, invoices and photos.

PUBLIC WORKS

1.2.6	STORMWATER	UNDERSTANDING OF SCOPE
1.2.6.9	**Prepare the parcel level data necessary to calculate the billing data for stormwater customers and communicate the calculations to the appropriate parties in a timely manner.**	Lowe will continue to collaborate with staff from GIS and Finance Departments to ensure that the City is providing the most up-to-date billing data for each parcel. Although residential properties are charged for one equivalent residential unit (ERU) 3,000 square feet impervious, it is important to review the most recent GIS data for the impervious footprint of each commercial lot, particularly for commercial redevelopment projects in the City. The City currently charges an annual ERU rate of $78.45, adjusted annually based on the Municipal Cost Index, which calculates the effect of inflation on the cost of providing municipal services. Lowe staff will also look to review the City's credit policy to ensure that property owners are not eligible for credits based on achieving the minimal standards of compliance.
1.2.6.10	**Conduct post-construction stormwater enforcement as necessary.**	Lowe stormwater staff is familiar with the federal, state, and local water quality regulations and enforcement procedures for individuals discharging pollutants into the City's stormwater system. In 2019, staff made significant improvements to the City's Stormwater Enforcement Plan (ERP), providing flowcharts of escalating action (i.e., warnings, fines, court appearances, and abatement procedures). Social media has been a useful tool for educating the public on the most common violations in the City, like dumping yard waste and pool wastewater into the storm system. Proper pool maintenance procedures are such a recurring issue in the City that it is the top candidate for a Stormwater Public Service Announcement (PSA) in 2020.
1.2.6.11	**Maintain and update the City's stormwater infrastructure GIS database.**	Lowe maintains and updates the stormwater infrastructure GIS map. We use tools such as then/now comparisons, addition of Dekalb DWM utility locations to identify illicit discharges, Heat Map of structural conditions, addition of GI-LID Structures and Post-Development Stormwater inventory, updates to inventory after completion of storm system improvements, connect survey team performing annual inspections directly to server to update inspection results in real time.
1.2.6.12	**Respond to citizen inquiries and process requests using the City's work management system.** 	Since 2018, the stormwater section has invested additional resources to citizen response, using service requests received through Cityworks and SeeClickFix as an opportunity to promote the program. Lowe staff have used the information in the system to discover new outreach initiatives. When responding to requests from the past year, staff observed numerous structural failures caused by private downspout connections to the storm system. In coordination with the Communication Director, a PSA was produced explaining the importance of understanding the impacts of improperly installed downspout extensions. The PSA was displayed on various social media outlets, becoming one of the most popular posts in 2019, generating over 12,000 combined views, re-posts, likes, and comments. For homeowners with drainage issues on private property, Greg developed a list of local engineering firms that can provide design recommendations.
1.2.6.13	**Identify and perform other stormwater responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.**	When Lowe stormwater staff observed Dunwoody PD washing vehicles in an area where the runoff flowed into a storm structure that they were unaware of, the stormwater team coordinated with Dunwoody police staff to schedule temporary vehicle washing away from City Hall until a proper car wash station could be installed. The project is scheduled for completion in 2020. Dekalb DWM has approved sewer tie-in and a preliminary design, including an oil/grit separator, has been prepared.

2.2.7	CAPITAL PROJECT MANAGEMENT	
2.2.7.1	**PRECONSTRUCTION**	**UNDERSTANDING OF SCOPE**
2.2.7.1.1	**Provide a Professional Engineer licensed in Georgia and all necessary support to coordinate all aspects of preconstruction for assigned capital projects included but not limited to:** ■ **Prepare and review project budgets and schedules** ■ **Design consultant selection** ■ **Public involvement** ■ **Communication with the public and city council** ■ **Design review** ■ **Utility coordination** ■ **Rights-of-way acquisition** ■ **Permitting** ■ **Bid preparation** *Center Drive Preconstruction Meeting with Contractor* *Old Springhouse Stormwater Repair Preconstruction Meeting* *Public Information Open House for Ashford Dunwoody Road Trail, Phase II*	Lowe will provide a primary Professional Engineer licensed in Georgia as the Capital Projects Manager. Lowe proposes Ishri Sankar, PE to perform this requirement. He has 14 years of experience performing the activities required for this position, including 2 years of experience in this exact role at the City of Dunwoody. In addition, Lowe will provide all necessary support to coordinate all aspects of preconstruction for assigned capital projects including, but not limited to: ■ Preparation and review project budgets and schedules ■ Design consultant selection ■ Public involvement ■ Communication with the public and City council ■ Design review ■ Utility coordination ■ Rights-of-way acquisition ■ Permitting ■ Bid preparation The Capital Improvement Program of the City is extremely robust. Within the Public Works Department, this key assignment includes construction of pedestrian facilities such as multi-use paths and cycle tracks, roadway intersection improvements, streetscape projects, corridor operational/safety improvements, sidewalk construction, traffic calming, and other improvements that affect the quality of life of the residents of Dunwoody. The construction of the capital improvement projects has a tremendous impact within the community. It impacts not only the residential and commercial property owners and tenants adjacent to the projects, but also the traveling public who pass these projects. A successful construction project begins with the implementation of an effective and efficient preconstruction phase. Regardless of the scale of an individual project, there are numerous tasks involved during the preconstruction phase of each one. These tasks include the procurement of the design consultant, public involvement, communication with the public and City council, right-of-way acquisition, utility coordination, design review, permitting, and preparation of the construction bid document. The management of these tasks is not always a linear progression and the outcome of each of these tasks can have a direct impact on a number of other tasks as well as the direction of the entire project. Therefore, it is critical for these tasks to be carefully managed in order to achieve the desired schedule and project outcome. **Budgets/Schedules:** The existing team has been responsible for establishing the City's initial Capital Improvements Programs, as evidenced by our development of the City's paving plan, sidewalk improvement plan, and transportation plan. Lowe Engineers has developed the initial capital improvement plan and every subsequent plan for each service area of Public Works. We share the City's philosophy of methodical planning based on thorough analysis and objectivity. We have created and continuously update a 5-year paving plans based on a quantitative evaluation of every street in the City, and a long-range capital sidewalk plan prioritized on objective criteria. Lowe directed development of the City's updated comprehensive transportation plan, which included extensive public involvement and outlines the priorities for capital investments in transportation. We have completed an inventory of the City's entire stormwater system, and we are currently evaluating the utility's long-term capital needs. Lowe staff recognizes the constraints of funding, political climate, right-of-ways, utilities, and concerns of residents and finds a balance between these oftentimes conflicting issues. Lowe is adaptable to changing political climate and changing regulations. Lowe staff is also knowledgeable with using Microsoft Project, the software currently used for scheduling and managing capital projects.

PUBLIC WORKS

2.2.7.1	PRECONSTRUCTION - UNDERSTANDING OF SCOPE

2.2.7.1.1

While most capital projects are locally funded, Lowe staff seeks ways to leverage the available transportation funding at the state and federal level, coordinating with other city, state, and county municipalities, as well as CIDs. Lowe staff is knowledgeable about the GDOT Plan Development Process to meet the requirements of the Locally Administered Projects (LAP).

Public Involvement: Dunwoody residents are extremely active in shaping the community and the expectations of the community are high. Therefore, the public involvement process is critical to shaping the project from inception.

On larger projects, this process begins before even a single concept has been sketched on paper. We require stakeholder meetings at the project onsets, where we hold separate meetings with individual neighborhoods and critical stakeholders. This process lets staff know of issues that are not always evident from a survey or GIS mapping. We listen to the residents to hear about the history and issues that concern them. While we cannot always avoid impact to properties, this process allows us to begin a project with the awareness that we must find ways to mitigate those impacts.

During the public involvement process, City staff and consultants must explain all aspects of the project to the residents and general public. This process relies upon attendance of the community and property stakeholders. If we do not hear from these individuals, the public involvement process is not effective. Therefore, Lowe performs a multi-level outreach prior to the public meetings. These include mailing letters to all property owners within a certain distance of the property, public notifications in the press, street signs, etc. The public also has access to active online forms for providing feedback and input at any time. Being accessible and available by phone or in person, even at times outside normal business hours, is vital to meeting the needs of the community.

Communication with Public and Council: An important ongoing task of capital projects is presenting agenda items at City Council meetings, in addition to meeting with residents and Council members on project sites. Even when agenda items are not being voted on, Lowe staff members are responsible for communicating all project aspects to them.

Communication that is pushed out from the Public Works Department allows the department to be proactive rather than reactive. Lowe staff currently has a great working relationship with the Public Relations Department. These departments are continuously working to discover new ways to communicate project status and alerts through the website and other electronic means.

Communication with the public and the Council has shown to affect the schedule of a project. If not properly communicated, outcry from residents can delay the project or affect the footprint of the project, for good or bad, from a technical perspective.

Design Review: We look for the most efficient and context-sensitive solutions to accomplish the goals set by the Comprehensive Transportation Plan, with specific requests received from the public. Lowe staff has experience in evaluating the objectives of a project and simplifying the design to reduce time and costs.

Thorough oversight is critical to the success of capital projects. Lowe's current staff has developed policy to perform an on-site project walk-through at early project stages to determine if the typical section may be altered to minimize impacts to surrounding properties.

Lowe staff currently includes a transportation designer who knows the effort that goes into design and a set of plans. They are familiar with the current design guidelines and procedures as outlined by the current versions of accepted engineering manuals, including, but not limited to, AASHTO "Policy on Geometric Design of Highways and Streets", "Roadside Design Guide", and "Guide for the Development of Bicycle Facilities; "Manual on Uniform Traffic Control Devices", Georgia Stormwater Management Manual, GDOT's Plan Development Process.

The designer is familiar with the current design guidelines and procedures as outlined by the current versions of accepted engineering manuals, including, but not limited to: AASHTO's Bicycle Facilities; the "Manual on Uniform Traffic Control Devices"; the Georgia Stormwater Management Manual; and GDOT's Plan Development Process.

Utility Coordination: Lowe staff is knowledgeable of the City's franchise agreements with the utilities that have existing facilities within Dunwoody. These agreements can have a tremendous impact on the plan development and the cost of a project. For example, knowing that the relocation of transmission line facilities is not covered in the City's agreement with Georgia Power, the City will be able to save millions of dollars on the construction of the Ashford Dunwoody Road Trail (Phase I and Phase II) by meandering the path/cycle track around transmission poles.

Over the past twelve years, existing Lowe Public Works staff have developed efficient working relationships with the utility contacts. This has allowed a quick turn-around for utility adjustments that were identified in the field, requiring immediate action. Furthermore, each utility has its own criteria and scheduling components. For example, current Lowe staff at the City sends out regular schedule updates to utilities to streamline utility work from one project to the other. We also developed a standard utility adjustment schedule form for use on each project.

Right-of-Way Acquisition: Dunwoody is unique in that many projects are within residential neighborhoods. Right-of-way is an extension of their yard that they've been maintaining for years and oftentimes sometimes decades.

Lowe staff is sensitive to this. As noted, the staff looks for opportunities to alter a design to minimize impacts to property and care for aspects of resident yards, such as plantings, fences, and irrigation, which may lie within the right-of-way. The right-of-way acquisition phase is a balance of meeting the property owner's needs in a fair manner, while protecting the City's best interest and adhering to budget limitations.

Engaging property owners in the public involvement phase eases the property owner into the idea of changes occurring. The right-of-way process involves a great amount of time from public works staff. Coordination is involved with the design consultant, property appraisers, right-of-way acquisition agents, the City attorney, the City Council under certain circumstances, and, of course, the property owners themselves. Sometimes, residents are skeptical of information provided by a right-of-way acquisition agent hired by the City. As a result, staff often meets with the residents one-on-one or within a group to answer questions directly. This has become effective in acquiring right-of-ways and easements.

2.2.7.1	PRECONSTRUCTION - UNDERSTANDING OF SCOPE	
2.2.7.1.1	Current Lowe staff at the city has also developed methods to coordinate with the construction team to meet the demands and negotiations of the citizens and businesses. This has helped clarify property owner expectations as well as keep property owners a little more relaxed during construction by having a construction management team that understands their needs from the beginning of construction. **Permitting:** The permitting requirements for the City's capital improvement program vary for each project. Thresholds are in place based on the scale of the project that are used to determine what agencies a permit must be obtained for. Typically, these agencies include the City and Georgia Environmental Protection Department. Lowe will continue to be adaptable, work with other departments, receive annual training to become aware of changes to regulations, and changes to staff at regulating agencies. Awareness of these fluctuating thresholds and requirements is key to ensuring that the delivery of the project is on schedule. Lowe staff keeps up to date on changes to the latest checklists and project requirements for Erosion Sediment & Pollution Control plans, Stream Buffer Variances, and Stormwater Management Regulations. Stormwater management on transportation projects is a relatively new regulated permitting task. The City implemented these requirements on its own capital projects in 2013. Since then, there has been a learning process on the parts of staff and their consultants to adapt to this new requirement. Stormwater Permitting is regulated by the City's Department of Community Development. The Capital Project manager is responsible for requesting the review of the MS4 documents (water quality) and water quantity documents from the City's Department of Community Development. **Bid Preparation:** Each of these tasks are necessary to ensure the success of the preconstruction phase of a project, which in turn will ensure the success of the construction phase. Preconstruction and construction Lowe staff members will work together to perform constructability review throughout the plan development process. **Consultant Selection:** Though not included in this requirement's bullets, writing RFPs is part of the service provided by Lowe. To protect the City, clearly defines and requests services to meet the particular needs of the project must ensure that the scope clearly defines the responsibilities of the project. Learn from past projects about what to include avoiding delays due to contract adjustments. The procurement process must be navigated, and Lowe's knowledge of this process will help determine the type of call for submittals desired (Request for Proposal, Request for Qualifications, Invitation to Bid, Informal Written Quotes, etc.) **Local Minded Department:** The community is very involved in many aspects of the City happenings. While we will not be able to work with everyone's schedule, we try to time project-related public meetings around other public meetings, religious calendars, even seasonal sporting events, such as swim meets, neighborhood meetings and presentations to the DHA, presentations to the church boards, etc.	Capital projects affect Dunwoody as a whole, not just surrounding properties. They have a tendency to make the headlines of the local newspapers and elicit passionate public response. Even seemingly simple projects can become divisive. Staff must be receptive to public ideas but cannot allow isolated complaints to overturn the project. **Ways to Improve:** Lowe has demonstrated that we are capable of delivering positive outcomes for all of the above tasks needed to successfully meet the challenges of managing the capital improvement program. However, there is room to become more efficient. An effective level of staffing is critical to accomplishing this. It is important for public perception and cost-effectiveness to ensure that projects are coordinated. We accomplish this goal through careful planning, coordination, and communication. Implementing this strategy relies on the proper level of staffing. Lowe has the capacity to scale up or scale down staffing for the preconstruction. Historically, there has been a need for additional staff time dedicated to capital projects. With the addition of dedicated construction management and maintenance staff members, the preconstruction staff will be less overloaded by these tasks. Staff will encourage regular direct communication with City Council members, inviting them to our staff meetings. No one wants to be surprised. The public needs to know about upcoming projects. The Council needs to be aware of possible issues with projects. Remove any perceived barrier between staff and Council so a better level of trust can be established. Answering questions in a public setting, while transparent, is not the most effective way to communicate the, oftentimes conflicting, nuances of project development. In addition to coordination among plans, Lowe Engineers' future efforts will be focused on maintaining good records on completed projects through use of GIS and continuing to refine the plans as funding and priorities change over time. Other ideas (to be expanded upon) include: ■ Regular coordination meetings with utilities ■ Advanced communication with residents along project boundaries ■ Develop a set of Dunwoody Standards & Details ■ Design-build using on-call contractors ■ Going forward, efforts to schedule regular project updates during the preconstruction phase

PUBLIC WORKS

2.2.7.2	CONSTRUCTION	UNDERSTANDING OF SCOPE
2.2.7.1.2	**Provide technical support for other public works initiatives as needed** *Transportation Engineering at Ashford Dunwoody Road Intersection* *Amberly Drive Culvert Repair*	Another large responsibility of preconstruction capital project management is providing support for other public works initiatives. This umbrella entails help with maintenance aspects, safety initiatives, sight distance corrections, improvements to signing and marking, interdepartmental approval requests, and special projects. Though usually at a much smaller scale, these responsibilities involve many of the same coordination tasks and considerations as the larger capital projects. They oftentimes require coordination with utilities, other municipalities and agencies, right-of-way acquisition, and consideration for the limitations of the procurement process. Coordination between public works staff members is required on a routine basis as there is oftentimes an overlap between the responsibilities of stormwater management and with maintenance. Staff will determine what the most effective and overall beneficial solution will be. For example, coordination efforts are regularly made to coordinate construction projects with paving projects to ensure paving is done once at the completion of a capital project. This leads to a better end product for the City's residents and less construction headache for users as construction occurs once. Coordination with maintenance is another regular requirement. Based on reported issues, staff will coordinate to determine if some service requests are stand-alone projects or if they should become future capital initiatives. This coordination also helps determine if there is a low-cost short-term solution to address the immediate needs or if the prioritization does not require immediate action. As expected with any construction project, field adjustments are always required. Lowe staff has engineered designs to "work around" field conditions not suitable for plan design. For example, the staff recently redesigned the storm network along Tilly Mill Road at Andover Drive. This storm line was in the midst of being constructed when a 20-inch water main was located by the contractor that was not previously located by the utility owner. This quick redesign allowed the project to continue along without major scheduling setbacks.

2.2.7.2	CONSTRUCTION	UNDERSTANDING OF SCOPE
2.2.7.2.1	**Provide construction project management plan for certain infrastructure and parks capital projects and to be the point of contact for all communications between the city, the contractor, design engineer, materials testing company, adjacent property owners and other affected parties.** *North Fork Nancy Creek Trail Bridge* *Trailridge Ct Stormwater Drainage Alterations*	Get it done: on time, on budget, and done right. We will continue our bi-weekly capital projects review with Public Works Director and CPM to communicate and coordinate emerging plan requirements and details. Adapt and overcome: Lowe's team adjusts and accommodates shifting priorities and emerging situations, including recent restrictions pertaining to the COVID-19 pandemic. We are problem solvers, not just construction inspectors. We are also collaborators and ambassadors, and are familiar with City contractors, vendors, design engineers, testing firms, and Dunwoody citizens. Moreover, Todd Meadows, David Ayers, Monte Lester and various others (as needed) are an integral extension of the Dunwoody team, with a track record of performance. This team has managed: ■ 5 years of the City's Paving Program: $17 million ■ 4 signalized intersection projects: $6 million, with 5 projects in development/procurement ■ 5 linear/corridor projects: $11 million, with 3 projects currently in development/procurement ■ 13 sidewalk projects: $1.3 million, with several currently in development/procurement ■ 16 projects for the Parks and Recreation Department: $12 million

2.2.7.2	CONSTRUCTION	UNDERSTANDING OF SCOPE
2.2.7.2.2	**Ensure compliance with the contract documents and city standards and specifications.**	The Lowe Construction Management Team is comprised of knowledgeable, experienced staff with more than 60 combined years managing complex linear and site development projects. Our team is invested in the process and in the project development process: constructability reviews, hand-off meetings, and plan reviews with the Capital Projects Manager to ensure continuous improvement. Our team helped set the Dunwoody Standard. Over the past 10 years, our staff has helped build the existing contract document archive and **we are constantly improving.**
2.2.7.2.3	**Manage materials testing contracts.**	Managing materials testing contracts is a key part of our quality control program. We periodically solicit and partner with multiple local testing firms to oversee grading/compaction, asphalt and concrete testing, and other material testing services as needed. Our staff and contractors know the firms and have them on our speed dial.
2.2.7.2.4	**Conduct preconstruction and project meetings. Prepare meeting agendas and minutes.**	The Construction Manager prepares preconstruction meeting agendas, coordinates meeting dates, facilitates meetings and follows up with meeting minutes for distribution to attendees.
2.2.7.2.5	**Maintain a daily presence on active construction sites. Monitor the contractor's progress and enforce all requirements of applicable codes, contract documents and city standards and specifications. Take photographs.**	The Construction Manager will be actively involved on all the projects with daily site visits, discussions with contractors, working out utility coordination/ re-location, dialogues with property owners, etc. The Construction Manager will monitor the contractor for code compliance, especially in the areas of safety, traffic control and erosion control. The Lowe team will continue to use the Raken cloud-based daily report tool to document project progress during all phases of construction. Construction Management staff catalog preconstruction photos and drone flyovers to establish site conditions before construction begins. Daily photos are captured and catalogued in the project file as well.
2.2.7.2.6	**Review and monitor the construction schedule.**	Lowe will evaluate and establish the Baseline Project Schedule *before* work begins, and monitor milestones bi-weekly. We will monitor Milestones bi-weekly. This allows us to document and escalate when targets slip or are missed. We also enforce project acceleration/recovery schedules. Lowe staff evaluates and makes recommendations regarding project delay claims. We will keep the City Manager appraised of project progress (on track / ahead of or behind schedule).
2.2.7.2.7	**Review and process contractor progress payments for approval by Public Works Director.**	The Construction Manager will meet on site with the contractor at the end of each month to measure quantities, review percentage complete, and tabulate the previous month's work for billing purposes. We call this the "Pencil Walk" because it allows for revisions and modifications so there is consensus with all parties before processing for payment. Each pay application will then be reviewed by the Construction Manager and submitted to the City Public Works Director for final review/approval/payment. During this process, we also collect and file haul tickets and other material receipts for the project record. We will conduct at the 50% and 66% milestones, a detailed cost estimate review to assess project progress versus payment. This will assist the City in projecting future project costs against overall contract amounts and budget amounts.
2.2.7.2.8	**Perform all construction administrative activities including correspondence and document control.**	The Construction Manager will be responsible for all communications and correspondence with the contractor, with copies to the City throughout the duration of the projects.

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2.2.7.2	CONSTRUCTION	UNDERSTANDING OF SCOPE
2.2.7.2.9	**Coordinate all aspects of the departmental procurement process including, but not limited to review, comment and facilitate responses to requests for information, evaluate and negotiate change orders, prepare the scope of work for requests for qualifications, proposals and bids, conduct pre-proposal meetings, respond to questions and coordinate with the city purchasing manager, review proposals, bids and pay applications, and manage construction contracts, schedules and budgets for capital projects.**	Lowe's Construction Manager will assemble clear, concise, well-organized Invitation to Bid (ITB) and Request for Proposal (RFP) packages. Lowe will further conduct well-organized, informative Pre-Bid Conferences. We have recently instituted and facilitated virtual teleconferences and have video-conferencing capabilities to ensure timely communication with interested parties. We also have an excellent rapport with the City's Procurement Manager. We will evaluate/assess bid packages and make recommendations to City Procurement and the Public Works Director on bidders' responsiveness.
2.2.7.2.10	**Document changes to the design and coordinate as-built drawings.**	The Construction Manager will be responsible for ensuring all modifications to the plans have been documented and are included in the final as-built submittal from the contractor. In addition, we will ensure that contract requirements allow for CCTV of all new storm structures/pipe as a part of the close-out process. As projects are closed out, the Construction Manager will ensure that City GIS receives a copy of as-built conditions so City records can be kept up to date.
2.2.7.2.11	**Conduct technical reviews of construction documents.**	Lowe proposes to conduct reviews of the construction documents at various stages of design. As needed by the City, a constructability review will be performed as early as the preliminary design phase, but in all cases a technical review will be performed for each project prior to the bidding process. Reviews and comments will be supplied to the City and Engineer of Record upon completion. We will also continue to coordinate traffic signal requirements with the City's Traffic Engineer and Sunbelt.
2.2.7.2.12	**Provide coordination and review of contractor's staging and detour plans.**	The Construction Manager will review the contractor's traffic control plan and construction staging plan at the beginning of each project. Any deviation from the design plans will be discussed with City staff for final approval. Any detours will be discussed in detail with City staff (including PD if applicable) for final approval before proceeding. Any changes that will require additional public notification will be coordinated with the City and the contractor. We will also coordinate, whenever appropriate, PSAs via Twitter, e-Blast or other social media with the City Public Relations team.
2.2.7.2.13	**Coordinate communications to the public with the city's public relations staff.**	One of the main areas of responsibility will be to effectively communicate with the City's Public Relations staff and the City Public Works staff for the duration of the project. Information updates will be provided for those issues which will need public notifications, particularly scheduled road closures and utility disruption.
2.2.7.2.14	**Provide final inspection services and project closeout activities.**	The Construction Manager will perform a final walk-through on each project with the contractor when the work is substantially complete. A punch list will be developed, documented and distributed (including photos). No final payment or release of retainage will be made until the contractor and Construction Manager agree that all discrepancies have been addressed/corrected. The Construction Manager will ensure that all punch list items are monitored and enforce timely correction/completion.
2.2.7.2.15	**Provide post-construction services as needed for project closeout and warranty issues.**	Upon completion of the punch list items, the Construction Manager will go over the site conditions with the contractor to ensure that all bond requirements are met or will continue to be met for the remainder of the bond period for those items, such as landscaping, trees and plant materials. Conduct a 1-year Warranty Walk prior to expiration of the contract warranty period. Within 30 days of Substantial Completion (Capital Projects), the construction management team will conduct an after actions/lessons learned meeting to document successes and determine areas that require improvement. We implemented this in 2017 after completing the City's first major intersection improvement project at Tilly Mill Road, North Peachtree Road, and Peeler Road. We further continue to conduct these postmortem reviews on all major projects. Doing so has prevented repeat mistakes and is moving us forward with continual improvement.
2.2.7.2.16	**Maintain production reports reflecting time and other costs dedicated to individual capital projects.**	The Construction Manager will document all time allotted to each capital project and enter all time spent on weekly time sheets as part of Lowe's internal record keeping. A report will be generated monthly that indicates how time was spent on each capital project, and will be generated monthly which indicates how time was spent on each capital project and will be furnished to the City with the monthly invoice.

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2.2.8	UTILITY COORDINATION	UNDERSTANDING OF SCOPE
2.2.8.1	Maintain contacts with all utility companies located within City right of way.	Lowe works tirelessly to keep up-to-date contacts with all respective utility facilitators (including all utility locate management representatives) so the correct individual is contacted immediately for any potential conflicts.
2.2.8.2	Notify utility contacts when citizen complaints are received by the city.	Lowe will provide weekly or daily emails/calls to the respective utility facilitators pertaining to potential hazards in the right-of-way (i.e., downed aerial wires, unsecured utility pull boxes, etc.).
2.2.8.3	Review utility encroachment permits submitted for utility work in City right-of-way.	The main objective before approving any utility permits is to ensure that they will not interfere with any future capital projects. Once this matter has been addressed, the permits are properly approved, and all respective facilitators fully understand what is expected of the crews while working within the City right-of-way (hours of work and restoring the original landscaping back to its original condition).
2.2.8.4	Coordinate with utility companies regarding City infrastructure projects including conducting quarterly utility coordination meetings.	Even though we meet quarterly with all of the respective affected utility facilitators to discuss our ongoing/upcoming capital projects, we are conversing daily via all forms of communication available (phone, email, text) with all involved to keep the proverbial ball rolling continuously so that everyone is on the same page (a multitude of people are involved with respective relocation designs, so it is imperative that everyone is up to speed concerning the task at hand).
2.2.8.5	Oversee utility work in the public right of way for compliance with City standards and regulations.	Lowe converses daily with every respective utility facilitator pertaining to their approved work permit and what is expected from them (hours of work, possible lane closures, and landscaping restoration).
2.2.9	**EMERGENCY PREPAREDNESS**	**UNDERSTANDING OF SCOPE**
2.2.9.1	Review, revise and implement policies and guidelines, and coordinate, operate and maintain the City's emergency preparedness program in accordance with all applicable, federal, state, and local laws, as well as prudent local government practices.	Lowe recommends that preparedness plans (including policies and guidelines) should not only be created, reviewed, revised and implemented, but tested regularly. As stated in our response to 2.2.2.5, we propose multi-agency coordination exercises to evaluate new plans. Smaller exercises should be conducted annually between Public Works, Parks Maintenance and Lowe Traffic Services, preferably in advance of the summer thunderstorm/tornado season and the winter ice storm season.
2.2.9.2	Integrate and coordinate all emergency preparedness operations in conjunction with Homeland Security, Emergency 911, FEMA, GEMA, and NIMS as it relates to Public Works activities.	Lowe has extensive experience integrating and coordinating with police, fire departments and other emergency agencies. Our personnel have outstanding qualifications. For instance, Eli Veith has been trained on FEMA/NIMS procedures and has achieved FEMA Incident Management System certifications 100, 200, 300, 400, 700, 701, 702, and 703. Dunwoody is responding to winter storms at a fraction of the costs reported by other jurisdictions.
2.2.9.3	Assist the Police Department with chains or other traction devices (to the extent requested) in the event of a snow or ice storm, which may impair the traction of Police or other City vehicles.	Lowe currently has on hand three Chevrolet Colorado trucks equipped with chains, aggressive treaded tires, tow straps, flashing lights, and shovels. These vehicles are available to assist in the event of any snow or ice storm event.
2.2.9.4	Identify and perform other emergency preparedness responsibilities, as related to Public Works, where the firm reasonably anticipates needs, which are not specifically set forth above.	In addition to the proposed training events presented in 1.2.2.7, Lowe recommends the City continue to improve emergency response times on congested corridors through the installation of Glance Units or similar signal preemption equipment. Lowe has been part of the installation of these units at the following intersections: ■ North Peachtree Road at Tilly Mill Road ■ North Peachtree Road at Peeler Road ■ Ashford Dunwoody Road at Ashford Gables Drive/Valley View Road ■ Crown Pointe Parkway at Ridgeview Road/Olde Perimeter Way We managed the installation of flashing beacons that were installed for the Roberts Drive facility, which allows emergency personnel to activate the flashers before they approach the roadway, giving early warning to the traveling public that an emergency vehicle will be entering the roadway. Lowe will assist in maintaining Preparation and Contact Documentation, Incident Management Procedures the Development of Advanced Planned Detours and Special Events Planning.

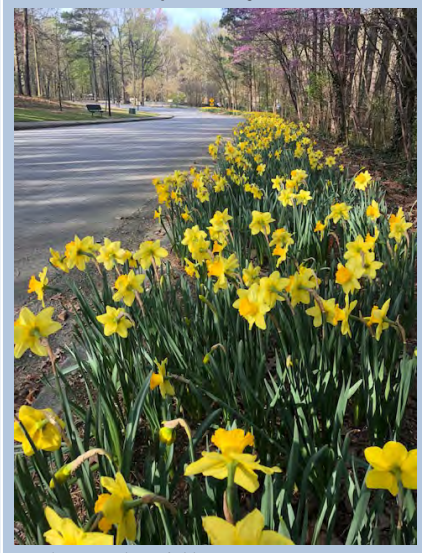
PARKS AND RECREATION

1.7.1	GENERAL REQUIREMENTS	UNDERSTANDING OF SCOPE
1.7.1.1	**Provide services under the direction of the City Manager and/or Parks and Recreation Director or designee. The Parks and Recreation Director is a City employee.**	Lowe will continue to work with the City Manager and Parks and Recreation Director to ensure that the City meets its goals for Parks and Recreation services. We have an intimate understanding of the duties and functions expected and will work diligently to fulfill the City's goals.
1.7.1.2	**Provide a minimum of two operations staff over maintenance and enhancements of the park facilities and a minimum of two recreation staff over recreation programs and facility rentals. approved by the City, with full responsibility to manage all Parks and Recreation Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved staff without written approval of the City, which approval will not be unreasonably withheld. (The Contractor is fully responsible for hiring and firing of personnel assigned to this contract. The City may request from time to time that personnel be removed from the contract and replaced. Contractor will be responsible for identifying suitable candidates able to provide the scope of services outlined in the contract. The City, at its discretion, may request an opportunity to review potential candidates and/or interview candidates prior to offers being made.) – See Section 2.1(g) regarding staff reassignments.**	Gabe Neps and AJ Beck-DeBlasi are currently acting as operations staff over maintenance and enhancements to park facilities. Rachel Waldron and Kate Borden manage recreation programs and facility rentals. These staff are highly experienced in meeting the City's needs and should be retained in these roles. This will ensure a no-risk solution without jeopardizing future planning and management, which could easily occur during a transition to a different contractor with no prior knowledge base.
1.7.1.3	**Provide supervision of Contractor(s) staff providing Parks and Recreation Services to ensure that all contractual requirements are performed effectively and efficiently. The City Parks and Recreation Director will provide day-to-day operational supervision for department staff.**	Gabe Neps has developed a list of vendors and contractors qualified to repair and maintain park facilities. He, along with AJ Beck-DeBlasi, directly coordinates the efforts of the contractors and oversees the work as it is being performed to ensure quality of labor meets high standards.
1.7.1.4	**Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week**	Jon Drysdale, PE will serve as the primary contact, available to the City on a 24-hour basis, seven days per week. For routine response actions, Lowe provides on-call staff available through the after-hours emergency phone system.
1.7.1.5	**Provide off-hours emergency service and support on a twenty-four (24) hour basis, seven (7) days a week.**	Lowe currently provides 24/7 off-hours emergency and support services for the Parks and Recreation Department. This service has worked well and will continue under the new contract. Additional measures will be made to provide time tracking and emergency response metrics for local police, 911, and staff purposes.
1.7.1.6	**Ensure that recreational facilities are in good repair and promptly notify the City of the need to repair or replace City equipment or the need for facility maintenance.**	Since the acquisition of parks in June of 2010, Lowe's primary focus has been to ensure recreational facilities are in good repair. This type of maintenance will continue to be a primary focus under a new contract. Increased focus on raising the bar of existing park infrastructure and facilities will be a goal. This will be accomplished with weekly punch lists for each park beyond day-to-day maintenance of grounds and facilities, along with strong communication with maintenance crews and partners. Lowe will work diligently to maintain the parks to a high standard and ensure that all equipment and facilities are compliant and safe.
1.7.1.7	**Coordinate the development of bid specifications, proposal review and evaluation, and the award process.**	Lowe has developed or assisted in the development of all proposals and bid documents for the Parks and Recreation Department since its creation. We have coordinated with other departments to create proposal submittal review teams, and have presented recommendations for contract award to the City Council.
1.7.1.8	**Oversee the department budget and monitor expenditures.**	Lowe has prepared or assisted in the preparation of the Parks and Recreation Operating and Capital Budget since the Department's creation. We have diligently tracked expenditures to minimize cost overruns each fiscal year.

1.7.1	GENERAL REQUIREMENTS	UNDERSTANDING OF SCOPE
1.7.1.9	Review development of construction plans and ensures compliance with specifications.	Since the acquisition of parks in 2010, Lowe has been instrumental in the look and feel of Dunwoody's parks. Our staff have worked closely with contracted design firms and have gathered community input to ensure that design and construction documents adhere to City expectations. We have diligently visited construction sites to verify that all work adheres to the design documents. Lowe will continue this under the new contract.
1.7.1.10	Provide supervision of Contractors providing Parks and Recreation Services to ensure that all Contractors perform contractual requirements effectively and efficiently.	Gabe Neps has developed a list of vendors and contractors qualified to repair and maintain park facilities. Our operations staff directly coordinate with vendors and contractors and oversee work being done to ensure quality of labor meets high standards. Under the new contract, we will continue to oversee all contracted labor, evaluate their services, and look for cost savings by bidding these services.
1.7.1.11	Verify and update all information provided or obtained from other sources.	All records will be kept up to date by the Parks and Recreation staff and made accessible to City staff at any time. Any discrepancies will be communicated to the outside source for rectification.
1.7.1.12	Comply with all local, state, and federal regulations applicable to performing work within a City park or recreational facility.	Lowe will continue to work with the Director of Parks and Recreation, Public Works and Community Development to ensure all work is compliant with local, state and federal regulations.
1.7.1.13	As it relates to Parks and Recreation, the Contractor shall track, maintain, and report on key performance indicators established by the City in consultation with the Contractor in a timely manner.	Lowe will track and maintain all performance indicators the City has in place through monthly maintenance metrics including: work order generation and completion metrics by contractor, overall yearly maintenance goals and satisfaction, and customized productivity reports. All metrics will be aligned with the desires of the City and Parks and Recreation Director.
1.7.1.14	Identify and perform other Parks and Recreation assistance where the firm reasonably anticipates needs, which are not specifically set forth above.	As the City's parks system grows and matures, Lowe will identify needs and address them with the Parks and Recreation Director, offering alternative solutions.
1.7.2	**PARKS MAINTENANCE**	**UNDERSTANDING OF SCOPE**
1.7.2.1	Plan, implement and coordinate staffing and contract administration for the daily maintenance and use of all public parks and recreational facilities. Supervisory duties include, but not limited to prioritizing and assigning work; conducting performance evaluations of contracted staff as well as reviewing proposals for contract renewals; ensuring staff are adequately trained; and ensuring contracted staff are following City policies, procedures and guidelines.	Since June 2016, Gabe Neps, the City's current Parks Operations Manager, has managed the contract for parks maintenance and right-of-way maintenance. He brings approximately 20 years of maintenance, project management, and property management to the City of Dunwoody. At the beginning of 2020, the City approved the position of Parks Operations Maintenance Coordinator. AJ Beck-DeBlasi was hired into this position, bringing with him eight years of construction management experience. As a Dunwoody native, AJ has an extensive knowledge of City parks and an exceptional understanding of the high level of public expectation for quality of service. Under Gabe's supervision, AJ currently works daily with a contracted maintenance staff and is in constant communication with them concerning maintenance needs and scheduling of projects. He works with many of the City's volunteer groups to coordinate supplies for small projects. AJ's years of experience as a project manager have made him a top-quality fit for the Parks and Recreation Department. He prioritizes attention to detail and the highest level of customer service. Gabe and AJ will continue these services under the new contract and will work with contractors to ensure the best value and premium service for the City.
1.7.2.2	Oversee contracts responsible for the maintenance of City parks. This includes internal and external cleaning of all facilities daily, mulching, and playgrounds.	Gabe Neps has been instrumental in the acquisition and oversight of new contracted parks maintenance services provider. He has worked to provide skilled trades contractors who provide a high level of service with the best cost value for the City. Together, Gabe and AJ have provided and implemented a maintenance schedule for cleaning and upkeep of all City parks and facilities. This includes restroom cleaning and disinfecting, daily trash removal, turf management, artificial turf maintenance, water feature maintenance, and monthly playground inspections. As the new facilities at Brook Run Park are completed, along with those at parks scheduled to open in the near future, the maintenance plan will be re-evaluated and improved where needed.

PARKS AND RECREATION

1.7.2	PARKS MAINTENANCE	UNDERSTANDING OF SCOPE
1.7.2.3	**Ensure repairs are completed in a timely manner including, but not limited to:** ■ Painting over or removal of graffiti ■ Mowing and trimming ■ Applying top dressing, dragging, aerating and lining athletic fields ■ Repairing or replacing broken windows ■ Repairing or replacing damaged or missing park signs ■ Repairing or replacing broken toilets and other bathroom facilities ■ Removing debris ■ Repairing or placing lighting in all recreational and park areas ■ Removal of trees when necessary *Donaldson Banister Farm Pasture* *Windwood Hollow Park, Restroom Addition*	AJ Beck-DeBlasi conducts daily park inspections to identify potential safety issues and maintenance problems that need to be addressed. He also coordinates daily with the parks maintenance foreman so tasks listed in this section are rectified as quickly as that same day, and up to one week, for projects that may require more manpower or special equipment. Lowe staff will continue to provide this level of service under the new contract to ensure parks are clean, safe, and inviting for the public. Work order software will be further implemented and used to track completion of repairs, as well as guarantee timely responses. There will be an aim to continually improve on: ■ Preventing graffiti and/or proper removal through paint or non-abrasive cleaners and chemical retardants. ■ Mowing at off-peak times in a timely manner. This includes working with the City's user groups and the Parks Recreation Supervisor so programs and events are not impacted. ■ Upgrading existing fields and turf spaces through aeration, overseeing, dethatching, effective but minimal fertilization, weed control, and top dressing to maintain beautiful, playable fields. ■ Performing daily site visits to park properties to inspect all facilities for broken windows and other forms of vandalism, quickly replacing broken windows, removing glass shards, and reporting the vandalism to DPD. ■ Working with City staff to update and add signs were needed, including repairing or replacing park signs to restore overall park feel and theme. ■ Working with contractors to maintain a high level of service with regard to providing the public with clean and fully-functioning bathroom facilities. ■ Conducting daily walk-throughs of all park spaces to remove and address debris. ■ Properly addressing interior or exterior lighting issues throughout the parks, upgrading lighting to energy efficient options to lower billing costs where possible, and adding additional lighting where needed to create welcoming and safe areas for all visitors. ■ Working with the City arborist and contractors to identify diseased trees and use proper procedures to ensure the health of our tree canopy, identifying safety issues and only removing when necessary.
1.7.2.4	**Review, revise, develop, and recommend to the City Manager short, mid, and long range plans for capital improvements.**	Gabe Neps has been instrumental in working with the Director of Parks and Recreation Brent Walker on all capital projects since 2016. These total more than $8.6 million in capital and FIPP grant projects. Working under the supervision of Brent, Gabe has been a part of reviewing and revising plans, as well as making recommendations for past, current, and future parks capital projects. Being a part of current and future project review has allowed Gabe to make recommendations on facilities that are low maintenance yet still high-quality. This, in turn, helps keep repair and maintenance costs as low as possible in the future while providing a high quality product standard. He is familiar with the City's purchasing policy and highly experienced in managing park improvement and capital projects.
1.7.2.5	**Conduct all activities necessary to identify, develop and prepare submissions for any federal, state, or local funding and grant programs for improvements to the Park and Recreation system within Dunwoody, and provide fund oversight as required by law.**	Gabe Neps will continue to work closely with Brent Walker, the City's Director of Parks and Recreation in the research, development, and preparation of submissions for any federal, state, and local funding and available grant opportunities. He will work with the City's Procurement Manager, John Gates, to ensure proper fund oversight and all government regulations and requirements are followed.

1.7.2	PARKS MAINTENANCE	UNDERSTANDING OF SCOPE
1.7.2.6	**Maintain all Parks and Recreational facilities as outlined in the above activities including:** ■ Dunwoody Park and Nature Center ■ The Donaldson-Bannister Farm ■ North DeKalb Cultural Center ■ Windwood Hollow Park ■ Brook Run Park ■ Vernon Oaks Park ■ Georgetown Park ■ Pernoshal Park ■ Dunwoody Trailway ■ North Shallowford Annex ■ Perimeter Center East Park Property ■ Waterford Park Property ■ Austin Elementary School Park Property ■ Other recreational facilities acquired by the City during the term of the contract	Gabe Neps and AJ Beck-DeBlasi are intimately familiar with all park properties. Regular inspections and intimate knowledge of the properties enable them to make proactive decisions and help forecast issues in maintenance scheduling. Implementing strong preventative maintenance programs has helped keep emergency repairs and costs minimal. This also ensures there is minimal, if any, disruption in parks programs and events. Along with the preventative maintenance program, work orders and project tracking software will be vital to the maintenance and upkeep of the parks. Routine maintenance and diligent communication with skilled trades and parks maintenance staff will continue to raise the level of service and quality of the parks experience for Dunwoody citizens.
1.7.2.7	**Identify and perform other park maintenance responsibilities to ensure safety and cleanliness, where the firm reasonably anticipates needs, which are not specifically set forth above.**  *Brook Run Park Daffodil Project*	As the City Parks and Trailway system evolves, Gabe Neps and AJ Beck-DeBlasi will continue to identify maintenance needs and public safety concerns, addressing them with the Director of Parks and Recreation to consider possible solutions. They will further continue to provide a 24/7 response to the parks department, continued education in Parks and Recreation, and out-of-the-box thinking to maintaining a safe and clean environment for all who visit Dunwoody's parks. As part of the existing scope of work for the Parks Operations Manager and Coordinator, Gabe and AJ will further work with Director of Public Works Michael Smith to solve right-of-way maintenance issues, inspecting regularly maintained right-of-ways, preparing work orders, and coordinating with contractors to see that right-of-way areas are maintained properly. Gabe and AJ will also continue: ■ Working with the city arborist and homeowners to identify and remove any dangerous tree conditions in the City's right-of-ways and easements. ■ Working with Michael Smith on design and execution of landscape beautification projects for the public works and right-of-way departments. ■ Working with the code enforcement department on issues in all of the City's right-of-ways. ■ Working with Public Works' Stormwater Department for maintenance of all stormwater assets throughout every park, and helping with coordination of contractors for maintenance. ■ Working with DPD on security and vandalism issues throughout the parks. ■ Working with the City's IT Department on installation and ongoing maintenance of existing and future cameras and LPRs throughout all parks and Trailways.
1.7.2.8	**Inspects parks and community facilities to ensure safety, cleanliness, and project tasks are completed properly.**	Under the new contract, we will continue to do daily inspections of all park properties, ensuring cleanliness and safety. We will also continue to work with parks maintenance contracts, doing weekly walk-throughs of playground equipment, completing monthly checklists, and working with a third-party contract to provide an annual audit of all playgrounds. Use of work order software will be key in assigning projects and tasks, as well as making sure they are completed properly and within a reasonable amount of time.
1.7.2.9	**Oversee the maintenance of recreational fields such as applying top dressing, dragging, aerating, and lining fields.**	By working closely with the parks maintenance staff, and having years of experience in landscaping and grounds maintenance, Gabe Neps and AJ Beck-DeBlasi will ensure that all recreational turf fields will be properly maintained by applying top dressing, aerating, re-sodding, and over-seeding, as necessary. With the addition of the new artificial turf baseball fields and soon-to-be-complete multi-purpose fields at Brook Run Park, Gabe has been able to work directly with the manufacture and installation contractor to provide a highly effective maintenance program that ensures the City's investment will be maintained to the highest standard. Working closely with and maintaining a high-level of communication with DSB and the Chiefs' soccer programs will also aid in the quality of maintenance for these facilities.

PARKS AND RECREATION

1.7.2	PARKS MAINTENANCE	UNDERSTANDING OF SCOPE
1.7.2.10	**Oversee the maintenance (including janitorial maintenance) in parks and community facilities.**	AJ Beck-DeBlasi will continue as Maintenance Operations Coordinator under the new contract and oversee all daily maintenance and janitorial services in the park facilities. He will coordinate daily with parks maintenance contractors to ensure that facilities are always clean and safe for the public.
1.7.2.11	**Oversee all repairs within parks and community facilities.**	By performing daily site visits and working closely with our community groups that use the facilities, we can identify issues quickly. From there, good communication and relationships with skilled trades contractors and vendors results in timely repair solutions. In 2017, Gabe Neps put out for contract a preferred vendor list that would provide skilled trades contractors with unit pricing for the Parks and Recreation Department. This contract ensured that pricing would not change for three years, thus providing a lower cost for repairs during the terms of the contract. By this method, and continuing to research new vendors and contractors, repairs in every park and its facilities can be made in an expedited manner.
1.7.3	**RECREATION**	**UNDERSTANDING OF SCOPE**
1.7.3.1	**Develop and/or maintain short, mid, and long-term plans for capital improvements and implement said plans, as directed.**	Lowe supports Brent Walker, Director of Parks and Recreation, in developing the City's Parks, Recreation and Open Space Master Plan, and has used this as a working document to develop short-, mid-, and long-range plans for capital projects. Since 2015, Brent Walker (supported by Lowe) has overseen the planning, procurement, and execution of more than $15 million in capital funds for park improvements and new park construction. Dunwoody's parks have been developed with future design and construction in mind. Lowe has worked diligently to provide the City Manager with capital project goals that are realistic and attainable.
1.7.3.2	**Plan, recommend, implement and coordinate staffing and contract administration for the daily maintenance and use of public parks and recreational facilities.**	AJ Beck-DeBlasi conducts weekly park inspections to identify potential problems that need to be addressed. He coordinates daily with the Park's Maintenance Foreman so that tasks that may require more manpower or special equipment in this section are rectified in as little as 24 hours, and up to one week. Lowe will continue to provide this level of service under the new contract to ensure Dunwoody parks are clean, safe, and inviting. Work order software will be further implemented and used to track completion of repairs, as well as guarantee a timely response.
1.7.3.3	**Plan, recommend, implement, and coordinate staffing for planning and promoting, of recreational programs and special events sponsored by the City. These special events may include, but are not limited to festivals, ceremonies, and 5Ks.**	Rachel Waldron, Recreation Program Supervisor, and Kate Borden, Recreation Program Leader, administer all rentals and permitting for the City. They have permitted more than 697 rentals and special events since June 2015, using online rental software (est. June 2017) to expedite the process and reduce waste. Kate works with event organizers and the Community Development Special Events Coordinator to confirm their understanding of park rules and public safety, ensure events do not conflict with general park use by the public, and assist in facilitating those events.
1.7.3.4	**Coordinate with Park and Recreation staff to ensure dates for events scheduled in connection with facility activities do not conflict with any other City activities.**	Dunwoody's Parks and Recreation Department has an online rental calendar that is updated in real time to prevent event conflicts on City properties. The Community Development Special Events Coordinator coordinates all outside events with the online rental calendar, releasing a permit only after the Parks and Recreation Department has approved it. This practice will continue under the new contract.
1.7.3.5	**Coordinate preparation and cleanup for all recreational activities upon closure of events.**	Sanitation and cleanup are part of the standard protocol in event planning. Maintenance staff hours are adjusted to work the event so that bathrooms and grounds are kept orderly throughout the event. Rachel Waldron submits an event form to the contracted foreman requesting staff, hours, and supplies for each event. This practice will continue under the new contract.
1.7.3.6	**Administer all contracts with private instructors' programs.**	Lowe added a Recreation Program Leader position in January 2020 to oversee the increase in program offerings for Dunwoody. Kate Borden has filled this role, having more than 11 years of experience in administering community classes with private instructors. The City's Parks and Recreation Department has grown its program offerings from 0 in 2017, to 10, starting in 2020. Each instructor agrees to a 75/25 fee split, meaning the city will collect 25% of all registration fees. The City also has contracts with Seinpi Inc., for the administration of Brook Run Park's skate park, Treetop Quest (a zip line and tree obstacle course), Dunwoody Senior Baseball, and Chiefs Futbol Club. Brent Walker, Director of Parks and Recreation, developed the scope of work and contracts for these vendors. These contracts generate approximately $30,000 annually in revenue for the City.

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1.7.3	RECREATION	UNDERSTANDING OF SCOPE
1.7.3.7	**Coordinate the reservation and payments for all park rental facilities.**	Kate Borden oversees the online rental calendar and rental software, powered by CivicRec. All reservations are completed online, including payment and issuance of permits and receipts. Kate handles all rental phone calls, adjustments, and deposit refunds. This system allows for a completely paperless process, making reservation and rental activities efficient.
1.7.3.8	**Manage and administer the collection of all fees and revenues from City provided recreational programming, devise, and implement a system for the security of all revenues collected.**	Revenue for the Parks and Recreation Department is primarily accrued through facility rentals and program revenue. Kate Borden, Recreation Program Leader, manages all facility rentals and instructor payments. Treetop Quest, the skate park, Dunwoody Senior Baseball, and Chiefs Futbol Club revenues are delivered to City Hall by the contracted company. A biannual audit of these funds is conducted by Director of Parks and Recreation Brent Walker in conjunction with the Finance Department to ensure that funds are correct. Brent Walker will continue to work with Finance to make certain monthly leases are paid by affiliated partners, He will renegotiate these leases at the appropriate time.
1.7.3.9	**Coordinate specified aspects of utilization of parks with emergency management procedures of local, state, and federal agencies.**	Under Lowe's proposed organizational structure, Parks and Recreation will have the benefit of full coordination with established Public Works' emergency management procedures and plans. Lowe will continue to review, revise, implement, and maintain the City's emergency preparedness program in accordance with law and local government practices. Lowe will integrate and coordinate operations with local, state and federal agencies.
1.7.3.10	**Manage all planning, implementing and coordinating of staffing for the planning and promoting of recreation programs and special events.**	Rachel Waldron manages and implements all special events run by the City. The City now provides 25 events each year, plus offers assistance with community partners on annual events such as Lemonade Days and Food Truck Thursdays. She coordinates all pre-event planning, marketing, advertising, setup, maintenance, and clean-up. She is on-site during events to ensure they run smoothly. She, along with parks staff, will continue to ensure events are well-planned, safe, and enjoyable for park patrons under the new contract.
1.7.3.11	**Plan, implement, and coordinate staffing for the managing, coordinating and scheduling of City athletic facilities as needed.**	Kate Borden works closely with Dunwoody Senior Baseball, Chiefs Futbol Club, local Dunwoody schools, and contracted instructors to manage the new athletic fields at Brook Run Park. She works closely with the Operations Maintenance team to schedule any maintenance or closures.
1.7.3.12	**Establish, operate, and oversee all aspects of emergency management procedures with local, state, and federal agencies to ensure safe recreational system.**	Brent Walker and the Lowe staff will continue to work with all local, state and federal agencies to ensure a safe recreational system. They will stay abreast of all state and federal laws pertaining to recreational activities. They work closely with the City's athletic association and Georgia Recreation & Parks Association (GRPA) to ensure they are following proper guidelines to prevent serious head injury during play.
1.7.3.13	**Maintain and update a programming and management plan for the continued operation of City resources, including but not limited to the Brook Run Skate Park and the North Shallowford Annex.**	In 2011, Brent Walker – under the direction of the City Manager – opened the Brook Run Skate Park as a free-admission facility. He accomplished this by terminating the facility's management contract to reduce operating expenses. With the addition of the North Shallowford Annex in 2018, the Parks and Recreation Department has been able to expand program offerings and hold additional special events. These will continue to grow under the new contract.
1.7.3.14	**Identify and perform other recreation services responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.**	As the City parks system grows and matures, Lowe staff will continue to identify other recreational service needs and address them with the City Manager to identify potential solutions. The first Dunwoody Parks and Recreation Guide was released in May of 2017, social media accounts were created in May of 2019 and, most recently, Lowe has provided the City with two additional positions, effective January 2020. These additions allow current staff to expand their scope of work and responsibilities, providing increased services for residents of Dunwoody. The staff also fulfills contract obligations of obtaining 80+ hours of training each year.

UNDERSTANDING SCOPE OF WORK

Dunwoody Trail

Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP. Bidders shall address each item within the scope of work for all section(s) being proposed. For example, item 2.1(f) of the general service deliverables mentions the use of key performance indicators. Here you would discuss your methodology for delivering on this requirement and/ or provide examples of when you have performed similar services previously.

As the Public Works and Parks and Recreation management firm since the City's inception in 2008, Lowe has developed all of the systems, processes and procedures for Public Works and Parks and Recreation, and has had a significant impact in forming the work culture of the City staff.

Lowe has a thorough understanding of the objectives, activities and deliverables requested by the City, and has much more that we want to accomplish for Dunwoody. Upon award of a new contract, top priorities will include:

PAVING

- Continue to execute significant investment in the streets
- Reprioritize street paving details based on City Council guidance

CAPITAL PROJECTS

- Continue to execute significant investment in the Public Works and Parks and Recreation capital programs
- Increase project delivery efficiency by reducing time wherever possible

STORMWATER

- Execute and update the long-term stormwater capital improvement program
- Coordinate with the Capital Projects and the paving program

TRANSPORTATION PLAN IMPLEMENTATION

- Continue to carry out the vision of making Dunwoody more bike and pedestrian-friendly
- Use staff experience with ARC and GDOT to program and secure additional project funding

CUSTOMER SERVICE/PERFORMANCE MEASUREMENT

- Continue to improve performance in Public Works and Parks and Recreation operations
- Reduce response times to work requests

PARKS AND RECREATION PROGRAMS

- Continue to increase the number of recreation programs offered to the citizens
- Continue to improve the quality of the recreation programs and facilities

APPROACH & METHODOLOGY

Describe your firm's approach and methodology to ensure delivery of high-quality services.

In Dunwoody, Lowe has focused on three aspects of high-quality service: (1) providing qualified personnel, (2) instilling quality into processes, and (3) providing responsive service to the City and its citizens.

Lowe believes quality begins with attracting and retaining talented, conscientious professionals with a wide breadth of capability and experience. Our ability to provide highly qualified personnel has been demonstrated in the filling of several key positions under the current contract with Dunwoody. We have assigned some of our most experienced and qualified staff to the City – the majority of which are licensed professionals. By providing a seasoned and accomplished staff, we can deliver premium service with fewer people than traditional Public Works and Parks and Recreation operations.

We ensure that our staff stays abreast of industry trends and innovative ideas by investing in training and participating in professional organizations. Under our current contract, we have provided training in several technical and administrative areas such as Excel spreadsheet utilization.

Lowe will continue to invest in our employees as we move forward. Our staff will be required to participate in professional organizations that offer opportunities for sharing of information through professional journals, meetings, seminars, and training sessions. We plan to remain active in the following organizations:

- American Public Works Association
- American Society of Civil Engineers
- American Society of Highway Engineers
- Institute of Transportation Engineers
- Georgia Association of Floodplain Managers
- Southeastern Stormwater Association
- Georgia Recreation Professionals

Cody Dallas, Lowe Stormwater Engineer, helping clean up the city of Dunwoody

Our focus on training and participation in professional organizations allows us to present the City with innovative ideas and approaches to public works and parks and recreation needs.

Lowe instills quality into the day-to-day operation of the Public Works and Parks and Recreation Departments in sometimes small but significant ways. Examples include:

- We have a peer review policy that requires all formal communication, such as technical reports and letters to citizens, be reviewed by more than one person before release.
- Lowe's professional experience includes construction monitoring and quality control. Our staff knows what it takes to ensure quality in construction and infrastructure improvements, and are actively engaged in every project.
- For larger projects that require full-time observation and specialty testing, we direct independent firms that specialize in construction quality control testing. When work is not completed in accordance with specifications, or to the satisfaction of the City, we require the work to be redone or deduct the cost of the work from the value of the contract.

Quality service requires responsiveness to the City and its citizens. The City expects privatized City services to provide a higher level of service than citizens are accustomed to receiving from traditional governments and we have been able to fulfill this expectation.

Our Dunwoody staff has set internal goals to respond to calls and emails within 12 hours. We have set target completion times for maintenance work orders with the maintenance subcontractor, and we make contact with concerned citizens a minimum of every 30 days for extended project work. Poor service is frustrating for citizens and elected officials – it detracts from civic pride and is bad for our business. Lowe is committed to ensuring delivery of high quality, responsive service.

CITY STAFF COLLABORATION

Describe your firm's methodology to ensure collaboration with City staff to research, evaluate, and, if authorized, implement efficiency and cost-saving improvements.

Lowe will continue to focus on efficiency and cost savings in Public Works and Parks and Recreation operations. Just as we have been doing, we will evaluate opportunities for changes that increase efficiency and/or save costs. If these options appear satisfactory, we will recommend them to the Department Managers and the City Manager. For cases in which the improvements are within our managers' authority to implement, we will do so while coordinating as needed with the appropriate City staff.

Lowe evaluates efficiency and cost-saving improvements by staying informed about industry best practices and by critically assessing emerging technology and innovative practices. We stay abreast of innovations through our experience, communication with professional contacts in other agencies, and participation in professional organizations. Lowe has sent several members of the Municipal project staff to local, regional and national conferences where they were able to learn about new technologies and exchange ideas and practices with colleagues.

COMMUNICATION WITH CITY OFFICIALS

Describe your firm's approach to maintaining appropriate and timely communication with the City Manager and City staff requests.

As demonstrated over the last 12 years, Lowe Engineers is available 24 hours per day, seven days a week through our emergency phone system and staffing plan. All members of the Dunwoody staff are equipped with laptops and/or iPads and iPhones. Internal customer service is as important to our staff as service to the public.

Lowe is committed to fulfilling the requests of Department Managers, the City Manager and City staff in an expedited manner. Our staff hold regular meetings where we go over the status of action plans and review deadlines. As part of this contract, Lowe proposes to continue to utilize MS Project, project management and scheduling software, to enhance our ability to manage and track some of the larger infrastructure projects that are underway or anticipated to begin in the next few years.

Young Road

TRANSITION

Describe your firm's methodology for addressing transition issues at both the beginning and conclusion of this contract. The existing contract for these services expires at midnight on December 31, 2020.

As we are currently providing management services, Lowe offers the advantage of not needing a transition period at the beginning of this contract. Our institutional knowledge and staff availability will result in an efficient continuation of services and no cost to the City for transition in our service areas. Lowe is also working with other current City service area providers and will continue to coordinate with them as we have done over the years. We will assist any new service area providers if they are added to the City team. We have worked with all potential firms in the past and anticipate no problems during any transition.

Lowe is fully committed to supporting a successful and orderly transition should the City elect to award this work to another contractor. Throughout the course of our contract, we have documented processes and procedures and have maintained records and other documentation to support any future transition. During the conversion period, we will work closely with the new contractor to transition records and other documentation to support an orderly process. We will develop a phase-out phase-in plan in detail to ensure all scope items continue to be serviced during any transitional period.

Carl Thomas, Lowe Stormwater Utility Manager, teaching students of City of Dunwoody

Mid-Block Crossing

FACILITIES, EQUIPMENT & SUPPLIES

Provide and describe a list of any firm-supplied facilities, equipment, and supplies you anticipate using for this contract.

The equipment and supplies used for this contract are listed below.

- Drones to provide aerial imagery and mapping
- LIDAR devices to obtain scanning and mapping both aerial and ground-based
- Handheld GPS units
- AutoCAD and Microstation design software
- iPhones for all staff
- iPads for select staff
- Digital cameras
- Technical Library resources (e.g. AASHTO Design Guide, MUTCD, etc.)
- Trucks
- Hand tools and field equipment
- Resource tracking devices
- Stormwater pole cameras
- Surveying equipment

Lowe's corporate headquarters office is located approximately three miles and an eight-minute drive from Dunwoody City Hall. This office and its resources, such as color plotters and technical equipment, are available, if needed, by on-site Dunwoody staff.

ENVIRONMENTAL SUSTAINABILITY GOALS

Describe your firm's approach to support the City's environmental sustainability goals.

Lowe works diligently to incorporate the City's sustainability goals into its Public Works and Parks and Recreation capital projects. In Dunwoody, we have carried out many activities that have a positive environmental impact including:

- Considering sustainability in procurement decisions
- Adhering to and enforcing the No Idling policy with vehicles and maintenance subcontractors
- Requiring recycled asphalt on paving projects and considering other lower impact resurfacing methods
- Implementing recycling in the parks
- Implementing a low-impact landscaping policy
- Engineering low-cost retrofits of bike lanes on resurfacing projects

BUILDING ON OUR SUCCESS

City of Dunwoody Georgia | LOWE ENGINEERS

FIRM BACKGROUND

Include information on the Bidder's corporate organization (history, size, etc.), experience, and skills regarding the Bidder's record of accomplishment, reputation, and past performance in providing services to municipalities of similar size and indicate the capabilities for the successful completion of this work.

Lowe Engineers (Lowe) is a Veteran-Owned Small Business (Vietnam Era) and Small Business Enterprise (SBE) providing stormwater management, municipal, civil engineering, program management, traffic engineering, transportation engineering, parks and recreation services, as well as surveying and mapping services for a wide variety of clients. Lowe is headquartered at 990 Hammond Drive, Suite 900, Atlanta, GA 30328, less than one-half mile from the City of Dunwoody. The firm was incorporated in Atlanta in 1957, and since that time has grown in size and expertise. Our professional and knowledgeable staff understands the needs and requirements of local governmental, state, and federal clients.

We provide comprehensive services, supporting all aspects of design, development, and construction processes, from conceptual planning and field surveys to design and specifications for construction. We also provide cost estimating and bid coordination services, project management, and construction supervision. Our expertise in the services we provide is a result of a targeted growth plan that integrates the technical superiority of equipment and staff with service excellence and ethical management standards. This has positioned Lowe as a forward-thinking industry leader at the forefront of technology, with skilled staff and integrated management systems.

Dunwoody Brook Run Bridge to Pernoshal

Monte Lester, CM Utility - capturing aerial photos.

Lowe now has a professional staff of over 150. Recent local municipal clients include the cities of: Alpharetta, Brookhaven, Canton, Chattahoochee Hills, Conyers, Dunwoody, Forest Park, Griffin, Johns Creek, Milton, Pine Lake, Roswell, Sandy Springs, Smyrna and Union City, along with the Counties of: Bartow, Clayton, Cobb, DeKalb, Douglas, Fulton, Gwinnett, Oconee, Paulding, and Rockdale. Repeat work has been awarded from all of these clients based on the quality of Lowe's work product, staff performance, and responsiveness.

Lowe Engineers is one of only three firms that have experience in Georgia managing both a Public Works operation and a Parks and Recreation operation.

Describe attributes, special capabilities, techniques, or resources that make your firm uniquely qualified to provide requested services.

While many of our competitors can demonstrate extensive experience working with local governments on specific projects or programs, to our knowledge, Lowe Engineers is one of only three firms that have experience in Georgia managing both a Public Works operation and a Parks and Recreation operation. Lowe is uniquely qualified, not only based on our experience in Sandy Springs, Milton, Johns Creek, and Brookhaven, but mainly because of our experience as part of the Dunwoody staff since the City's inception in 2008. Managers, engineers, and technical staff from our Municipal Engineering Group have served as part of your City staff for more than 12 years. Our staff's institutional knowledge and thorough understanding of the City's culture eliminates any learning curve and enables our staff to be continuously responsive and effective.

As Dunwoody's Public Works and Parks and Recreation staff, Lowe has made progress with improving operations and has achieved efficiencies and cost savings in many areas. Our Dunwoody team is backed by the full resources of Lowe, which provides access to a full range of civil, transportation and traffic engineering, water resource, surveying, planning, GIS, and construction-related capabilities. Tasks not specified in the RFP that might be needed are within the day-to-day operational capacity of Lowe.

Based on our municipal experience, Lowe has assembled a team of professionals specifically to meet the needs of the City. The team structure and number of staff members have varied based on City initiatives and priorities and we have adjusted accordingly. This includes designers, transportation planners, traffic engineers, construction managers, surveyors and stormwater engineers who have previously worked directly or indirectly for Dunwoody and/or other local governments. Our team is very experienced using standard government procedures and practices, including bidding and procurement policies, grant management procedures, special construction procedures and standards, emergency response procedures and government accounting practices. We are thoroughly familiar with the Plan Development Process (PDP) of GDOT, ARC rules, and EPD policies and procedures.

Trees Atlanta, City of Dunwoody

Discuss your firm's involvement with similar projects at the federal, state, and/or local government levels.

Lowe provides the following examples of similar work.

- **City of Dunwoody Public Works Department:** Lowe's Municipal Group has provided an on-site team and off-site support team to staff and manage the Public Works Department for the City of Dunwoody since its formation in 2008.
- **City of Dunwoody Parks and Recreation Department:** Lowe's Municipal Group has provided an on-site team and off-site support team to staff and manage the Parks and Recreation Department for the City of Dunwoody since its formation in 2010.
- **City of Brookhaven Public Works Department:** Lowe's Municipal Group has provided an on-site team and off-site support team to staff and manage the Public Works Department for the City of Brookhaven since its formation in 2012.
- **City of Brookhaven Parks and Recreation Department:** Lowe's Municipal Group has provided an on-site team and off-site support team to staff and manage the start-up operations of the Parks and Recreation Department for the City of Brookhaven in 2013.
- **Cities of Sandy Springs, Tucker, Union City, Chamblee, Johns Creek, Chattahoochee Hills, and Milton:** Our Municipal Group has provided outsourced municipal services since 2005. In partnership with other firms and individually, Lowe has provided on-site management and engineering teams in the areas of public works, administration, community development, and transportation management. Lowe's responsibilities have included management of Capital Improvements Programs, preconstruction planning, procurement and coordination of subcontractors' work packages, site inspection, plan review, review and approval of development plans and studies, design and review of signal, intersection and pedestrian improvements, and property acquisition.
- **Perimeter Community Improvement Districts (PCIDs):** Lowe is providing Professional Engineering and Program Management Services under an on-call contract for various transportation infrastructure improvement projects. Services provided under this contract include: transportation design services, land surveying, traffic engineering, environmental and geotechnical services, land acquisition services, construction management and inspection services, and project administration.

City of Dunwoody Team
Photo credit: City of Dunwoody

State whether the Bidder has any pending litigation, and state whether the firm has had any litigation in the last five (5) years and the outcome of such litigation.

With regard to any litigation in the past five (5) years, involving the firm or proposed team member, there have been three matters. Number 1, a case was filed in Superior Court of Fulton County between Lowe Engineers and the Fulton Perimeter Community Improvement Districts (CID), with a Release and Settlement Agreement reached on December 13, 2017. The case is closed. Number 2, a case was filed in Superior Court of Fulton County between Lowe Engineers and Brown & Pipkins LLC, dba Acsential Construction, with a Mutual Dismissal dated May 22, 2019. Number 3, a case was filed between the City of Dunwoody and GS Construction, Inc. (GSC) involving the Mount Vernon Road project. The case was settled with a Release and Settlement Agreement dated January 3, 2020.

Describe the "back office" attributes, capabilities, and resources that will support the staff positioned at the City's premise(s).

Lowe uses a combination of an on-site project team and a back-office team to provide services to the City (see Organizational Chart). The on-site project team includes all individuals named on the organization chart and they are based at City Hall or frequently provide services and task accomplishment within the City. The project team has full access to the back-office team capabilities, when needed. The back-office team is located at our headquarters, which is within 1/2 mile of the Dunwoody city limits.

The on-site project team provides overall management resources, plus general civil engineering, traffic engineering, stormwater engineering, construction management, parks management, and recreation programming. The back-office team has greater depth and specialized expertise in these areas, plus additional services, such as land planning, landscape architecture, grants acquisition, surveying, mapping, and GIS.

The City reserves the right to verify Bidder's financial statements and information provided to ensure that Bidder has the necessary financial resources to perform the contract in a satisfactory manner.

Lowe is a financially stable, privately held company that has shown consistent ability to weather ups and downs in the economy. We are in great financial standing with our financial institutions and creditors. Statements and audited overheads are available upon request.

Lowe Engineers, LLC gross revenues for fiscal years 2010 through 2019 are shown below.

Year	Gross Revenues
2010	$9.6 million
2011	$6.4 million
2012	$5.1 million
2013	$4.9 million
2014	$6.6 million
2015	$6.5 million
2016	$8.1 million
2017	$9.9 million
2018	$12.3 million
2019	$17.5 million

All images on this page: Ballfields of Brook Run Park, City of Dunwoody

City of Dunwoody, Truck or Treat
Photo credit: City of Dunwoody

A listing of physical offices manned by at least one full-time individual on January 1, 2020 in the Atlanta MSA. The list should include street address, purpose of the business, and summary of the staff at that facility.

Physical offices manned by at least one full-time individual on January 1, 2020 in the Atlanta MSA.

Headquarters Office Street Address:
990 Hammond Drive, Suite 900
Atlanta, GA 30328

Purpose of the Business:

Lowe Engineers (Lowe) is a Veteran-Owned Small Business (Vietnam Era) and Small Business Enterprise (SBE) providing municipal, civil engineering, surveying, stormwater management, program management, traffic engineering, transportation engineering, parks and recreation services as well as surveying and mapping services for a wide variety of clients from our headquarters in Atlanta, Georgia since 1957.

Summary of Facility Staff:

Lowe is led by six Partners, who are listed below with their functional roles. All of them are in our headquarters office and are authorized to make representations for Lowe.

- Jon Drysdale, PE – Managing Partner / Chief Financial Officer
- Bill Daniel, PLS, CP – Chief Operating Officer
- Richard Meehan, PE – Chief Engineer
- Sally Riker, F.SAME – Marketing/HR Director/Administration
- Sameer Patharkar, PE – Traffic Engineer
- Josh Daniel, PLS – Survey Manager

Working out of Lowe's headquarters office is a current staff of over 150 technical and support personnel, including:

24 Administrative Staff Members
34 Engineers
26 GIS Specialists
45 Land Surveyors
21+ Other designers, CADD operators, specialist technicians, etc.

Mount Vernon Road Intersection Grand Opening
Photo credit: City of Dunwoody

A listing of ongoing similar contracts to this RFP that were in effect on January 1, 2020 in the Atlanta MSA. The list should include the contracting entity, area of contractual services (e.g. City of Dunwoody) purpose of the contract, and summary of its operations.

CONTRACTING ENTITY	AREA OF CONTRACTUAL SERVICE	PURPOSE & SUMMARY OF OPERATIONS
City of Brookhaven	Municipal Services	Provide as-needed public works services.
City of Milton	Stormwater and Plan Review Support	Provide MS4 stormwater permit support and community development plan review assistance.
City of East Point	Stormwater Support	Provide as-needed stormwater support.
City of Jones Creek	Stormwater Infrastructure Condition Assessment	Data collection to include stormwater condition and creation of overall stormwater GIS.
DeKalb County	Stormwater Infrastructure Inspections	Provide MS4 stormwater infrastructure inspection services.
Perimeter CID	Ashford Dunwoody Trail	Design of a commuter trail in the vicinity of Perimeter Mall.
City of Johns Creek	Buice Road Trail	Design of a 10-foot-wide multi-use trail.
City of Johns Creek	Abbotts Bridge Road	Design of sound abatement structures along Abbotts Mill Road.
City of Johns Creek	Jones Bridge Road from Waters to Oak Landing	Design of roadway widening and public meeting participation.
City of Johns Creek	Haynes Bridge Road Improvements	Design and construction plans for 1.4 miles of road widening to a four-lane divided corridor.
Gwinnett County DOT	Rosebud Road Improvements	Design of a raised median, parallel parking, shoulders, drainage improvements, and a mid-block crossing.
Gwinnett County DOT	South Puckett Road Improvements	Design for widening of approximately 1,400 feet of roadway.
Perimeter CID	Lake Hearn Drive and Peachtree Dunwoody Road MARTA Station Connectivity	Implementation of many operational improvements.
Cobb County DOT	Sandtown Road Improvements	Full operational and capacity analysis to identify improvements along the route and at five intersections.
Cobb County DOT	Hickory Grove Sidewalks	Design of pedestrian facilities along two arterials with intersection crossing analysis.
Douglas County	Maxham Road Sidewalks	Design of a sidewalk.
GDOT	SR 14 SPUR Improvements	Engineering services for conversion of existing two-lane route to a multi-lane facility.
GDOT	Lavista Road @ Briarcliff Road Improvements	Design improvements to the existing intersection of Lavista Road and Briarcliff Road.
GDOT	SR 17 Improvements	Design of three separate segments totaling 10.9 miles of a four-lane section of roadway.
SRTA	Statewide CEI Services	On-call construction engineering and inspection services across the State of Georgia.

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STAFFING METHODOLOGY

Describe the staffing methodology and include the approach taken to fill staff positions during times of vacancy such as vacation, sickness, FMLA, or attrition.

Lowe is uniquely staffed to support the City in the Public Works and Parks and Recreation Departments. All of our proposed on-site personnel have been working at the City for at least a year and most have several years' experience at the City. Many of our back-office staff have been supporting the City since its formation in 2008. Our local based depth of experience allows us to provide uninterrupted, seamless support during times of vacation, sickness, FMLA or attrition. Lowe has demonstrated this depth several times over the years when new positions were needed or staff changes were desired.

In the event key personnel and/or staff members assigned to the City's contract should be unable, for whatever reason, to perform their duties for any period of time, Lowe first addresses such circumstances proactively by selecting key personnel and team members who have the workload capacity and resources they need to successfully perform in their assigned positions. We feel the more well-rounded the employee, the better the overall work product will be.

However, in the case of unforeseen circumstances, Lowe is prepared to fill an assignment seamlessly, be it for technical or managerial support. Project leaders will evaluate the need in such circumstances and quickly assign or reassign qualified personnel to meet project requirements.

We take pride in recruiting and hiring seasoned professionals, so we always have in-house expertise to assist in preventing potential workflow disruptions and surges. In this capacity, our back-office functions as a temporary bridge until a permanent solution is put in place.

MUNICIPAL SERVICE EXPERIENCE

Describe Contractor's and any proposed staff's qualifications and experience with the delivery of municipal services; particularly those described for this project.

Lowe is one of the few firms that have demonstrated the ability to perform outstanding municipal services in a public-private-partnership environment. We have been part of private teams that have supported Dunwoody, Brookhaven, Sandy Springs, Milton, Johns Creek, Union City, and Chattahoochee Hills over the last 15 years. We have developed and demonstrated the ability to become part of the City, adopting the City's philosophies and goals as our own, and accomplish our services as a City stakeholder, not just a consultant. Our proposed staff has hundreds of years of experience in the delivery of municipal services, as required by this project, and is uniquely qualified based on our continuous service to the City.

Tree Quest - Brook Run Park
Photo credit: City of Dunwoody

JON
DRYSDALE, PE

MUNICIPAL SERVICES MANAGER

> I have directed the Lowe Engineers team supporting Dunwoody since we were selected in Dec 2008. It is one of my very favorite projects!!

EDUCATION

MBA	Emory University, 1988
MSCE	(Water Resources focus), Georgia Institute of Technology, 1981
BSCE	University of Tennessee, 1974

AFFILIATIONS

American Water Resource Association

Urban & Regional Information Systems Association

Society of American Military Engineers

American Public Works Association-Georgia Chapter (APWA) #66537

PROFESSIONAL BACKGROUND

Jon Drysdale has 44+ years of civil engineering experience directing, managing, and designing public works projects. His experience includes master plan development for multi-phased developments, military construction management and master plans, utilities/infrastructure development and maintenance activities, mapping, surveying, site planning and development, hydrology and hydraulics. Jon has a broad range of experience in planning, design, and analysis of utility systems, including storm, sanitary, water, electrical, gas, and communications.

ROLE FOR THE CITY OF DUNWOODY

Jon will be the liaison for the contract with the City for Lowe Engineers' performance on the Public Works and the Parks and Recreation service areas. He understands the unique role the City has created with its public-private partnerships, and the importance of consultants' conducting their work in a manner that respects the City pride of the residents, the corporate and commercial businesses, and visitors.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Municipal Services Manager for Lowe Engineers** – Provides direction and staffing support to the City of Dunwoody for the functional areas of Public Works & Parks and Recreation.
- **City of Milton, GA | Municipal Services Manager for Lowe Engineers** – Provides direction and staffing support to CH2M Hill and the City in general public works, including stormwater, since City start-up.
- **City of Johns Creek, GA | Municipal Services Manager for Lowe Engineers** – Provides direction and staffing support to CH2M Hill and the City in general public works for three years after City start-up.
- Jon supervises and directs the activities of Public Works Divisions including traffic services, stormwater, field services, transportation planning, and capital improvements. Major programs include sidewalks, pavement management, bridge maintenance, stormwater management, traffic management, intersection improvements, and capital construction.

ISHRI
SANKAR, PE

CAPITAL PROJECTS MANAGER

> Ishri, my wife and I would like to thank you for your work on the Dunwoody sidewalk project. You have been able to put our concerns at ease and have continued to do exactly what you state [regarding] the entire process. Thank you for your resolutions and communication. This type of leadership from you and your company have helped us and others in our area with concerns and we just want to say thank you.
>
> - Michael and Tori McGee, Dunwoody Residents
> November 2018

EDUCATION

BS	Civil Engineering, Technology, Southern Polytechnic State University

AFFILIATIONS

Professional Engineer – GA No. 41023

GDOT Plan Development Process Certification

Level II GSWCC Design Professional Certification

NASSCO Pipeline/Manhole Assessment Certification (PACP/MACP)

PROFESSIONAL BACKGROUND

Ishri Sankar specializes in transportation and stormwater infrastructure projects. He has worked his way up from junior engineer through lead engineer to his current role as a project manager. He is now a successful project manager and leader understanding project development from pre-concept to post-construction. This background and knowledge of roadway and storm drain projects helps him remain successful.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Stormwater Engineer, Stormwater Management Services -** Inventory and maintenance of the City's 11,000 structures, 9,000 conveyances, 190 detention ponds and 130 miles of pipe in the system. Work has included guiding the City through 34 excavation replacements, 17 lining replacements, 11 detention pond rehabilitations, 49 video projects, 23 engineering studies, and 348 maintenance work orders.
- **Gwinnett County, GA | Senior Civil Engineer, Beaver Ruin System Analysis -** Update of the county database of structures and pipes to reflect field collected data for the Beaver Ruin Basin. The drainage area for each County-maintained structure was delineated for inclusion in a hydrologic and hydraulic model of the system.
- **Gwinnett County DWR, GA | Stormwater Engineer, Jackson Creek System Modeling -** System analysis/modeling of inlets within the Jackson Creek drainage basin. Using a combination of GIS and survey data, built a hydraulic model of existing conditions. Based on the County's request, models were developed for 18" minimum, CIPP, and upgraded to current standards. Also, cost and easement shapes were developed for each model. Deliverables allowed the County to choose any given storm network within the model and generate a cost to upgrade the system.
- **Gwinnett County DWR, GA | Project Manager and Lead Engineer, International Blvd Drainage Improvement** - A closed system upgrade along International Boulevard. Citizens complained about severe localized flooding during minor storm events that would cause water to enter their buildings. The County asked for our firm to find the existing level of service and to design the network to meet the 100-year level of service. Our firm designed several alternates to meet the County's needs and provided variation in concepts that included layout, pipe size, and outfall conditions. Ultimately, plans, models, and reports were completed.
- **Gwinnett County DWR, GA | Lead Stormwater Engineer, Stone Mountain Street Culvert Replacement** - Drainage project replacing an undersized culvert along Stone Mountain Street within the City of Lawrenceville. Completed hydraulic modeling to provide justification to obtain a no-rise certification. Worked with City through permitting process.

TODD
MEADOWS

CONSTRUCTION MANAGEMENT, PARKS & FACILITIES

> The citizens of Dunwoody are my immediate neighbors and friends. I have a great sense of pride and satisfaction serving them – helping to improve their roads, trails and public infrastructure. It's a great place to work.

EDUCATION

	Post-Graduate Studies and Squadron Officers School, United States Air Force
BS	Civil Engineering, Clemson University

PROFESSIONAL BACKGROUND

Todd Meadows has considerable experience in construction project management and all phases of project development, from concept design to project delivery. He is an accomplished leader on a wide variety of municipal, corporate, and institutional projects, delivering exceptional customer satisfaction built on mutual trust, collaborative effort, understanding and ethical business practices.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Senior Construction Project Manager (CPM), Public Works Capital Improvement Projects -** Supports the Public Works Director, as needed, in addressing resident inquiries, resolving complaints, scheduling and executing work. Oversees and directs construction management staff as we manage small to multi-million-dollar construction projects. Since 2016, our team has successfully completed nearly $40 million in construction on more than 30 projects (smallest contract, $7,706; largest contract, nearly $6.6 million). Prepares, publishes, and manages bid package preparation for all capital construction projects. Ensures C-Level management is kept abreast of project schedule and financial status using monthly reports, bi-weekly schedule reviews, and PR news updates.
- **City of Dunwoody, GA | Senior CPM, Dunwoody ITS -** Lead project manager for $1.3 million project that included more than 12 miles of fiber optic cable infrastructure, vehicle detection upgrades, signal cabinet replacement and installation of fourteen CCTVs. Upon completion, the City's new Traffic Control Center (TCC) was fully operational. Managed documentation per GDOT and federal guidelines, and assisted with project audits.
- **ATMS, PCID and the Cities of Brookhaven, Dunwoody, and Sandy Springs, GA | Senior CPM -** Lead project manager for $1.8 million project including more than 3 miles of fiber optic cable infrastructure, vehicle detection upgrades, signal cabinet replacement and installation of twenty-one CCTVs. Also, implemented intersection improvements at Peachtree-Dunwoody Road and Hammond Drive as well as installed flashing yellow arrow signals at multiple locations.
- **City of Dunwoody, GA | Senior CPM, Various Intersection Improvement Projects -** In 2019, completion of two (2) significant intersection improvement projects on Mount Vernon Road and Roberts Drive. Responsibilities included bid document preparation, consultation on schedule and quality control challenges, construction budget reporting and management, monthly reports, and final inspection reports and monitoring.
- **City of Dunwoody, GA | Senior CPM, Ballfields at Brook Run Park -** Assisted the Parks Director with design phase oversight, generated and oversaw preparation of bid documents, assisted with final negotiations of the IDIQ contract with the general contractor, conducted bi-weekly meetings with the contractor and stake-holders, generated weekly reports, negotiated and managed change order and owner-furnished contracts (budget control), facilitated early delivery of the East Field in spite of record rainfall to allow winter league use, conducted final inspections and managed first-year warranty issues.

DAVID
AYERS

CONSTRUCTION MANAGEMENT, PAVEMENT

> David, words alone cannot fully express our appreciation for the extra time and effort you took to make a difference in the life of [a] very special resident. You live out "A Better Dunwoody" and it is greatly noticed by our community. Thank you so very much for your TLC approach.
>
> - Terry Nall, City Council Member (At Large)
> March 2019

EDUCATION

BS	Mechanical Engineering Southern College of Technology

AFFILIATIONS & TRAINING

Jackson County SPLOST Oversight Committee Member – March 2017 to Present

Jackson County Planning Commission Vice Chairman – November 2016 to December 2019

PROFESSIONAL BACKGROUND

David Ayers has spent much of his career supporting public works projects on the state, county, and municipal levels, managing a range of small to multi-million-dollar projects including capital infrastructure improvements. He has provided pavement and construction management services for the City of Dunwoody, pavement management services for the City of Brookhaven, and served as Construction Project Manager for the Georgia Department of Transportation (GDOT).

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | CPM, Municipal Public Works Services and Pavement, Management Program -** Within the last three years, the high-volume corridors of Ashford Dunwoody Road, Chamblee Dunwoody Road, and Womack Road have received major asphalt rehabilitation treatment, and over 100 local and subdivision roadways have been resurfaced. Other major pavement work in Dunwoody under his supervision includes the oversight of 57,000 square yards of full-depth reclamation on 18 streets. Served as Project Manager for the Mt Vernon Road at Vermack Road intersection improvements, and managed paving for the Roberts Drive roadway improvements, as well as the Mt Vernon at North Peachtree Road pedestrian refuge island projects. Additional projects include work on the GDOT-funded PCID ATMS project along with the Dunwoody ITS project. Responsible, over the last three years, for over $12.5 million in publicly funded projects for the City. Other responsibilities include support of traffic signal maintenance contractor, and roadway striping related activities.
- **City of Brookhaven, GA | Pavement Manager and Construction Management Coordinator, Municipal Works Services, Infrastructure Improvements -** Pavement management support and technical advisement to the City's Public Works Department. Managed the milling and resurfacing of Clairmont Road from Dresden Road to Buford Highway. Lowe manages the maintenance and construction of city infrastructure, currently including over 120 miles of streets, over 53 miles of sidewalks, over 4,600 street signs, 51 traffic signals, and over 16,000 stormwater structures/pipes. The firm also maintains records of all work orders, sets the priorities, and monitors progress.
- **Athens, GA | Construction and Pavement Management Coordinator, SPLOST and Capital Infrastructure Projects, Athens-Clarke County Unified Government -** Coordinated funding, grant administration, and payment-related activities. Responsibilities included developing contract bid documents and specifications, as well as managing infrastructure projects including stormwater, intersection, pedestrian facility, bridge, and bike lane improvements.
- **Atlanta, GA | CPM, Multiple Roadway Projects, GDOT -** Responsible for all activities on assigned construction projects including all financial, public relations, project directives, supervision of employees, and day-to-day project operations. Management of two projects that won State of Georgia quality awards for projects being named Best in the State for New Construction and Resurfacing.

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City of South Fulton - August 23, 2022

MONTE
LESTER

CONSTRUCTION MANAGEMENT, UTILITY

> I wanted to take a moment to commend Monte Lester for his immediate ownership over the utility-related construction, genuine concern, great communication with us, and immense energy put into real solutions. Monte has consistently been a great team player with the Police Department and, in my opinion, deserves a lot of credit for the way he dealt with the aftermath of recent incidents.
>
> - Oliver Fladrich, Dunwoody Police Department
> May 2019

EDUCATION

BS	Sociology, West Virginia University

AFFILIATIONS & TRAINING

- GSWCC Level II Erosion Control Certification
- GSWCC Plan Review Erosion Control Certification
- GDOT Right-of-Way Acquisition Training
- GDOT Fundamentals of Traffic Engineering Training
- MS4 Training
- OSHA 30-HR Training
- Licensed Utility Foreman, State of GA
- Licensed UAS (Drone) Operator, FAA Registration

PROFESSIONAL BACKGROUND

Monte Lester possesses considerable experience with a specialty in roadway/highway construction. He also has a strong background in working on MS4, right-of-way acquisition, and other municipal public works projects. His responsibilities include being the point of contact for all communications between the City, contractor(s), design engineer, and materials testing company, along with adjacent property owners and other affected parties. His work further involves evaluation and negotiation of change orders, construction schedule review and monitoring, review and processing of contractor progress payments, completion of all construction administrative activities, including correspondence and document control, as well as documentation of design changes and coordination of as-built drawings. He also is the Utility Coordinator for the Public Works Department pertaining to daily utility work throughout the City and assists in utility coordination with the Capital Projects Manager concerning major utility relocation coordination for right-of-ways on roadway projects.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Construction Manager / Utility Coordinator, Municipal Public Works Infrastructure Improvements -** Transportation and traffic projects include: Tilly Mill Road/North Peachtree Road intersection improvement; DSB Ballfields @ Brook Run Park; North Peachtree Road traffic calming device installations; PCID/Dunwoody P.W. Central Parkway sidewalk installation; PCID ATMS traffic signal upgrade improvement (Dunwoody/Brookhaven/Sandy Springs); Womack Road (and storm drain) @ GSU sidewalk installation; Dunwoody City Hall sidewalk enhancement; Happy Hollow/Dunwoody Club Drive ADA ramp accessibility improvement; Dunwoody ITS traffic signal upgrade improvement; I-285 off-ramp onto North Peachtree Road landscaping improvement; P.I.B. Access Road (Dunwoody City Limits) sidewalk installation; Coronation Drive traffic calming device installations; and Roberts Drive intersection improvement.

  Oversight of daily progression and proper constructability of all stormwater capital projects. Right-of-way utility responsibilities included, coordination with City Maintenance crews pertaining to daily repair issues, with Parks Manager pertaining to city maintenance issues concerning proper site distance. Further work includes overseeing daily utility work in the right-of-way to ensure restorative matters (or any other issues) are resolved in a timely manner, along with serving as a very reliable contact for all utility facilitators (including DWM) concerning emergency repairs.

- **DeKalb & Rockdale Counties, GA | Construction Project Manager, GDOT, District 7, Area 1 -** Ensuring compliance with all contract documents and GDOT standards and specifications. The point of contact for all communication between the contractor, design engineer, adjacent property owners, and other affected parties. Management of materials testing (certified via GDOT laboratory for concrete cylinders). Conducting preconstruction, utilities, and project meetings, as well as preparation of meeting agendas and minutes. Overseeing all construction administration tasks.

CARL
THOMAS, CFM

STORMWATER UTILITY MANAGER

> Carl went above and beyond to respond to a concerned resident about a stormwater concern. She was as impressed as I was.
>
> - Jennifer Boettcher, Director of Communications
> City of Dunwoody
> February 2019

EDUCATION

BS	Mathematics, Morehouse College

AFFILIATIONS & TRAINING

Certified ASFPM Floodplain Manager

GSWCC Level 1B Inspector

GSWCC Level II Plan Reviewer

Member - GA Association of Water Professionals Stormwater Training Advisory Group

Member - Association of State Floodplain Managers

Member - Nancy Creek Watershed Advisory Committee

Member - Metro North GA Water Planning District Technical Coordinating Committee

PROFESSIONAL BACKGROUND

Carl Thomas has professional experience in various aspects of watershed management, including NPDES, FEMA, MNGWPD permits, plans, and reports. His background includes interpreting and formulating statistical and financial data from citizen requests, illicit discharge inspections, asset management inspections, and stormwater projects to develop watershed management plans that meet the needs of municipalities. He is also very familiar with regulatory procedures and permitting.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Stormwater Utility Manager, Public Works Department -** Manage City's NPDES Phase II Stormwater Management Program (SWMP) and Metro North Georgia Water Planning District (MNGWPD) Watershed Management Plan. Track status of federal, state, and local regulations to ensure compliance. Manage design, permitting, construction, inspection and maintenance of stormwater BMP projects. Develop standard operating procedures, plans, and ordinances relating to water quality improvement and flood mitigation. Manage stormwater utility annual budget and emergency reserve fund. Assist in development of education/outreach programs to increase public awareness of stormwater program. Respond to citizen requests, perform structural inspections and coordinate with Community Development, Code Enforcement, and other local agencies to identify and eliminate illicit discharges. Manage consultant teams responsible for easement acquisition, annual inventory inspections, water quality sampling, and stormwater maintenance projects. Establish partnerships with neighboring municipalities and committees to develop regional watershed improvement policies, model ordinances, and hazard mitigation plans.
- **Henry County, GA | Assistant Director / Operations Manager, Stormwater Management -** Supervised preparation, revision, and approval of SWMP and annual reports. Developed procedures, databases, and reports to formulate statistical data utilized to measure effectiveness of stormwater asset inspections and maintenance program. Assisted engineering staff with planning, design and construction of stormwater management projects. Coordinated with FEMA and Insurance Service Offices (ISO) to manage county-wide floodplain management program. Reviewed development projects to ensure compliance with stormwater and floodplain management ordinances. Prepared reports, created outreach material, and presented to HOAs, real estate professionals, and county administration on various aspects of watershed management.
- **Johns Creek, GA | Database Manager / Cost Analysis, Johns Creek Stormwater System Assessment -** Developed the Stormwater Cost Assessment Database (SCAD) to determine the net worth, in 2020 dollars, of the citywide stormwater system. Evaluated the structural dimensions, material, depth, and impervious cover of approximately 245 linear miles of pipe and 22 vertical miles of manholes, as well as calculating capital expenditures for over 31,000 assets. Used data generated from SCAD to create a 10-year operation and maintenance plan organized by watershed, ownership, structural condition and needs buildup, for assets where repair or replacement is recommended.

GREG
WILSON, PE

SENIOR STORMWATER ENGINEER

> Greg, thank you again for your efficient and thorough attention to our concerns regarding our storm drain and sinkholes. I am so impressed with your work for the City of Dunwoody. I feel confident that this issue will be resolved in a timely manner with a full quality repair, versus just putting a Band-Aid on it.

- Roxanne Locarnini, Dunwoody Resident
August 2019

EDUCATION

BS	Civil Engineering, University of Tennessee at Chattanooga

AFFILIATIONS & TRAINING

Professional Engineer – GA No. 18827, Tennessee No. 107289, Florida No. 80989, Texas No. 120997

GSWCC Level II Erosion Control Certification – No. 69262, TNEPSC Level II No. 119580

GDOT Plan Development Process Certification

Georgia Association of Water Professionals

Southeast Stormwater Association

American Society of Civil Engineers

PROFESSIONAL BACKGROUND

Greg Wilson's extensive and diverse engineering management and design experience spans more than 38 years and includes oversight of a broad variety of infrastructure projects. His background encompasses stormwater, transportation, potable water, sanitary sewer, and facilities projects, as well as site planning, erosion control, and construction management in both the public and private sectors. His municipal experience includes serving as interim Director of Public Works and City Engineer for the City of Alpharetta, Georgia. His management duties have included departmental budgets, staffing, staff development, production, as well as proposals, contracts, invoicing and construction administration services for projects with construction budgets over $500 million dollars. He has completed Certified Value Engineering Specialist training and performed over 40 formal VE studies for the US Army Corps of Engineers. He successfully assisted various private and municipal clients as an expert witness in court cases involving storm drainage and structural engineering issues. He has successfully completed many large and diverse projects throughout the United States, Mexico, the Caribbean, Europe, Asia, South America and North Africa.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Project Manager / Senior Stormwater Engineer. Public Works Department -** Provide engineering design support to the Stormwater Department for numerous construction and repair projects. Manage engineering consultants and contracts for design of stormwater and streambank stabilization projects, and provide quality control. Perform hydraulic and hydrologic analyses of stormwater piping systems, channels, and detention ponds. Interact with citizens to investigate and evaluate repairs to infrastructure, and generate work orders for contractors. Coordinate with Dekalb County, Georgia EPD, and the US Army Corps of Engineers to coordinate and manage permitting for City projects. Provide engineering design support for capital projects as needed during construction. Prepare bid documents and manage bidding, award, and construction for stormwater capital improvements. Provide engineering design for Public Works and Parks Department minor projects. Provide engineering support to Code Enforcement for violations related to stormwater, erosion control, and sanitary sewer.

CODY
DALLAS

STORMWATER ENGINEER

> Thanks for sending Cody [Dallas] to take a look at the construction on Leeds Court. She is a delightful young lady with a good head on her shoulders. We have learned that we can always depend on you and your department to respond to a citizen's request.
>
> - Pat and Jack Eubank
> April 2018

EDUCATION

BS	Environmental Engineering, Georgia Institute of Technology

AFFILIATIONS & TRAINING

GSWCC Level 1A NPDES Fundamentals Blue Card

OSHA Confined Space Training (No. 1289), 2016

PROFESSIONAL BACKGROUND

Cody Dallas has extensive experience in the operation of municipal stormwater utilities, Georgia MS4 permitting, annual report preparation, best management practice selection, as well as development of municipal stormwater management programs and regular evaluation of NPDES-related ordinances for regulatory compliance. She has also performed BMP feasibility evaluations, outfall identification based on experience with EPD interpretation, review of stormwater maintenance agreements (SWMA), follow-up activities with commercial property owners to ensure proper inspection and maintenance of stormwater structures, as well as follow-up dry weather screening. She has worked in these areas for several local governments.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Stormwater Utility Inspector, Stormwater Management Services -** Support and assistance for development and maintenance of the city's stormwater utility and MS4 program. Responsibilities include EPD audit, inspection of right-of-way stormwater structures, and assistance with development of the City's Extent of Service Policy.
- **City of East Point, GA | Stormwater Engineer, Stormwater Management Services -** Assistance with stormwater infrastructure inspection and inventory in support of MS4 permit activities. The project involves numerous spatial and attribute corrections, as well as completely mapping stormwater infrastructure and a Strahler stream network. To date, over 3,000 stormwater assets have been inspected and inventoried. Responsibilities include EPD audit, impaired waters sampling, source tracing of pollutants, and outfall inventory assessment.
- **City of Milton, GA | Stormwater Engineer, Stormwater Management Services -** Engineering services including MS4 program management, hydrology and stormwater plan review, oversight of land development inspection division, preliminary and final plat review, flood plain management, erosion and sediment control review, assistance with technical plan review and permit issuance, along with consultations on various other engineering-related issues across the city. Responsibilities include MS4 compliance assessment and support, along with annual report preparation, EPD correspondence, outfall inventory assessment, impaired waters sampling, analysis for suspected illicit discharges, as well as assistance with stormwater management
- **City of Griffin, GA | Stormwater Engineer, Stormwater Inventory and Infrastructure Assessment -** Inventory and assessment of approximately 7,000 underground conveyances utilizing the pole-mounted Envirosight Quickview camera. A customized condition assessment rating system specific City needs was put in place and includes blockage, invert condition, presence of holes, presence of fractures, joint condition, and ovality. Responsibilities include stormwater inventory condition and pipe condition assessment, as well as risk assessment, along with cost projections.

ELI
VEITH, PE, PTOE

TRAFFIC ENGINEER

> It has been my honor to serve the citizens of Dunwoody since December of 2013. I am truly grateful for the opportunity I've had to build up the traffic signal communications from almost nothing when we started to a fully functional traffic control center that helps people every day. I am excited for the opportunity to continue working to improve all facets of transportation in the area.

EDUCATION

MS	Transportation Engineering, Georgia Institute of Technology
BS	Civil Engineering George Mason University

AFFILIATIONS & TRAINING

Professional Engineer – GA No. 28481

Professional Traffic Operations Engineer – GA No. 1725

PROFESSIONAL BACKGROUND

Eli Veith is an expert in maximizing traffic signal efficiency and applying the benefits of traffic control centers. Eli spent a decade serving as Traffic Signal Engineer for the City of Alpharetta. He has also performed engineering work on behalf of the Departments of Transportation in multiple states, many metro Atlanta cities and counties, as well as several local Community Improvement Districts. Eli has extensive experience applying the latest in traffic engineering technology, including ethernet equipment, remote VPNs, remote-controlled relays, and CCTV recording systems. He has two patents pending for traffic signal control equipment, and has over 25,000 hours of experience in retiming signals and managing them remotely.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Traffic Engineer, Citywide Signal Communications Network Expansion -** Expansion of current signal communications network via fiber optic devices installed along 6 roadway miles. The network enhances communication between Perimeter Traffic Operations Program (PTOP) signals and TMC for most traffic signals via communication upgrades to existing traffic signal cabinets and installation of fiber optic communications. ITS upgrades in project areas tie into the PTOP and PCID systems to reduce delays and increase efficiency for the entire network.
- **City of Dunwoody, GA | Traffic Engineer, ITS Upgrades and System Expansion, Perimeter CID -** Expansion and upgrade of fiber optic systems to improve communications and CCTVs to traffic signals, as well as congestion monitoring and management. Included design and installation of new traffic control center with self-hosted Maxivew server and multiple screens, as well as installation of BlueTOAD speed monitoring and Sensys vehicle detection systems. Also involved in intersection improvements at Peachtree Dunwoody Road and Hammond Drive.
- **City of Alpharetta, GA | Traffic Engineer, ATMS System Upgrades -** Fiber optic communication and Sensys vehicle detection for central traffic signal control for two major corridors.
- **City of Chamblee, GA | Traffic Engineer, Prioritized Regionwide Signal Retiming Program -** Management of signal timing and traffic signal upgrades to 15 traffic signals.
- **City of Dunwoody, GA | Traffic Engineer, Prioritized Regionwide Signal Retiming Program -** Managed consultant performing signal timing maintenance on two roadways. Management of signal timing and traffic signal upgrades to 10 traffic signals.
- **City of Atlanta, GA | Traffic Engineer, Intersection Improvements -** An on-call contract through a joint venture to provide roadway, pedestrian, and traffic improvements. Projects have included task orders for signal improvements and modifications at 14 intersections, which include pedestrian upgrades and modifications.
- **City of Alpharetta, GA | Traffic Signal Engineer / Transportation Manager. Municipal Services -** Project included multiple traffic control center upgrades, addition of CCTV cameras, BlueTOAD travel time system, Sensys vehicle detection, and SCOOT adaptive traffic signal management system.

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City of South Fulton - August 23, 2022

DEBORAH
WRIGHT

ADMINISTRATION SUPPORT TECHNICIAN

> It is with pleasure that I thank Deborah Wright and James Lamone for the time they effectively spent on an unusual problem for our City. I called to encourage investigation of a trash issue [and soon] found all of it had been removed.
>
> - Geraldine McCarley, Dunwoody Resident
> October 2019

EDUCATION

Edgecombe Technical College

East Carolina University

PROFESSIONAL BACKGROUND

Debbie Wright possesses extensive administrative support experience, providing a variety of services for municipalities, including office organization and administration, expertise in records and database management, support of call center / CSR activities, financial support, the processing of work orders, invoices, and procurement applications, as well as superior customer service in working with staff and city residents.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Administrative Support Technician, Public Works Department -** Administrative support for management team and associates. Management of grant funding for public works projects. Processing all public works, stormwater, and parks invoices through Concur/SAP. Reconciling procurement card purchases for public works team members. Updating and maintenance of GA811 and Cityworks applications for work orders and service requests. Management of SeeClickFix application for citizen input and resolution.
- **City of Winston Salem, NC | Senior Administrative Assistant and Financial Technician -** Administrative support for Utilities Director and management team. Point of contact for escalated utility issues. Timekeeper in Kronos for utilities administration and HR liaison for department. Recording for Secretary for City/County Utility Commission meetings and budget meetings, including preparation and editing of all agenda items into AgendaBook. Planning and oversight of the annual Yard Party for field crews (approximately 350 attendees). Reconciliation of procurement card purchases. All document processing (grievances, separation reports, accident/incident reports, etc.). Department representative for Arts Council and United Way campaigns.

GABE
NEPS

PARKS AND RECREATION MANAGER

> I would like to thank the City, and Gabe Neps in particular, for managing the Brook Run Baseball Fields replacement project to completion. Well done!
>
> - John Crawford, Treasurer, Dunwoody Senior Baseball
> November 2019

EDUCATION

Tulsa Welding School, Master Welding Program

Sea School, Coast Guard 10-Ton Masters Course

Sea School, Coast Guard-Approved STCW BST Class

Sea School, Coast Guard-Approved Towing Endorsement Course

Sea School, Coast Guard-Approved OUPV Course

2-Year Maintenance Management School (First Year Completed)

AFFILIATIONS

National Recreation and Parks Association (NRPA)

PROFESSIONAL BACKGROUND

Gabe Neps has many years of field experience overseeing property management for government and private clients, in addition to project management, general construction, landscape irrigation, and field maintenance. He currently manages 35+ field staff and contractors.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Operations Manager, Parks and Recreation Department and Public Right-of-Ways -** Oversight of the maintenance of parks/fields, such as mowing, trimming, and related grounds maintenance, maintenance of recreational fields, such as synthetic turf maintenance with regard to applying top dressing, dragging, aerating, and lining fields, maintenance of community and department facilities; as well as oversight of contractors for electrical, carpentry, plumbing repairs, and other maintenance for department facilities. Related responsibilities involve development and adjustment of parks and field maintenance schedules and oversight of completion of these activities on site. Inspection of parks and community facilities to ensure safety, cleanliness, and project tasks are completed properly. Project management responsibilities involve coordinating the development of bid specifications, proposal review and evaluation, and the award process, overseeing sections of the department budget for Parks, monitoring expenditures, reviewing development and construction plans, as well as ensuring compliance with specifications. Personnel oversight, including maintenance of a healthy and safe working environment, prioritizing and assigning work, conducting performance evaluations, ensuring staff are trained, ensuring employees follow policies and procedures, and making hiring, termination, and disciplinary recommendations. Other duties involve monitoring job sites for safety and cleanliness, responding to citizen and department concerns for park facilities and grounds, reviewing paperwork completed by lower level staff, advising staff on operations, and developing supplemental reports, while reporting on daily operations. Finally, maintaining communication with staff and the general public regarding park projects and repairs.
- **City of Dunwoody, GA | Operations Manager, Public Right-of-Ways -** Project management and coordination of the development of bid specifications, proposal review and evaluation, and the award process, overseeing sections of the department budget for Public Works, monitoring expenditures, reviewing development and construction plans, as well as ensuring compliance with specifications. Other duties involve monitoring job sites for safety and cleanliness, responding to citizen and department concerns for public works and public right-of-ways, reviewing paperwork completed by lower level staff, advising staff on operations, developing supplemental reports, and reporting on daily operations. Communication with staff and the general public regarding right-of-way projects. Current duties further include maintaining a healthy and safe working environment, prioritizing and assigning work, conducting performance evaluations, ensuring staff are trained, ensuring employees follow policies and procedures, and making hiring, termination, and disciplinary recommendations.

RACHAEL
WALDRON

RECREATION PROGRAM SUPERVISOR

> Ms. Waldron, thank you so much. You have been so helpful in this process. It's been so refreshing to work with someone as helpful as you!
>
> - James Morrison, Kingsley Elementary School
> October 2019

EDUCATION

BA	Johnson Country Community College

AFFILIATIONS

Editorial Committee, Georgia Recreation and Parks Association

PROFESSIONAL BACKGROUND

Rachel Waldron possesses extensive experience providing administrative support activities similar to those she is currently performing with the City of Dunwoody. She has served as liaison between Public Works and the City Clerk for records retention processes, provided administrative support for the Public Works Director and staff, supported the Parks and Recreation Manager with facility rentals and special events, served as the point of contact for Public Works website changes, and supported the Operations Maintenance Manager with service requests and work orders. Her background further includes: maintenance of security systems for office building access cards, fire alarm monitoring, and telephone access; facilitation of new employee orientation; creation of user profiles; creation of go-to-market programs that aligned with channel strategy and drove profitable growth; building collateral to reflect revenue impact to products, brands, customers, or categories; development and capturing of key metrics for trade promotions and activities for trade partners; structuring result-driven recommendations to ensure trade initiatives generated increasing profits and revenue growth; planning, execution, and tracking of program spending, investment, and return on investment for trade partners; as well as managing enablement and strategy alignment between sales and marketing departments.

RELEVANT PROJECT EXPERIENCE

- **City of Dunwoody, GA | Recreation Program Supervisor. Parks and Recreation Department -** Administration support that includes liaising between the Parks and Recreation Department and City Clerk for records retention processes, supporting the Parks and Recreation Director with all facility rentals and recreation activities, creating new athletic programming, alongside camps and City-hosted events, and liaising between the Parks and Recreation Department and Community Development Department on all special events. Manages Parks Department social media ads, campaigns, and daily posts, while working closely with Communications Department on press releases and paid print content. Point of contact for Parks and Recreation website changes, as well as assists in providing recommendations for preparation of the department budget.
- **Atlanta, GA | Executive Assistant / Operations Manager, Dorsey Alston Realtors -** Direct assistance to the Owner/President for professional and personal tasks. Lead contact for website development, launch, and post-launch evaluation with contracted website developers. Security systems maintenance at offices. Procurement of all agent listing materials. User profile creation in Microsoft Exchange, and IT support for all staff, as needed.
- **Atlanta, GA | Director of Administration, Hero Water, LLC -** Social media campaign leader on Facebook, Twitter, Pinterest, YouTube, and Instagram. Charity and community event administration. Planning and execution of all regional and national tradeshow events. Owner assistance with product sales during client meetings, store demonstrations, and tradeshows, alongside monthly and quarterly QuickBooks reporting to measure profits and losses.

ALAN
BECK DeBLASI

PARKS OPERATIONS COORDINATOR

> Having grown up in and lived in Dunwoody for 24 years, working for the City of Dunwoody Parks and Recreation Department has been a privilege and a dream come true. Mayor Lynn Deutsch and the Dunwoody City Council are enthusiastically supportive of the work we do, which makes coming to work each day very enjoyable. I look forward to continuing our work making the Parks and Recreation Department in the City of Dunwoody as great as it can be for all of the citizens in our city.

EDUCATION

University of North Georgia, 30 hours of coursework

Dunwoody High School Diploma, College Preparatory Track

PROFESSIONAL BACKGROUND

Alan Beck-DeBlasi has a great deal of experience in construction as a general contractor for both commercial and residential clients. His background further includes experience as a foreman for a landscape management company, as well as a residential pool construction contractor, where he managed multiple employees and work crews.

RELEVANT PROJECT EXPERIENCE

- **Atlanta, GA | Senior Construction Associate, Level One Construction Company -** Conducted preconstruction meetings with customer to guarantee a thorough understanding of their expectations. Ensured all materials are properly accounted for and delivered to each job site. Prepared job site according to project schedule. Scoped out and provided explanation of required work for subcontractors. Managed additional site laborers and ensured a proper understanding of their required tasks. Maintained inventory levels for non-job-specific materials. Handled proper disposal of job site waste in accordance with state and local legal requirements. Kept all equipment and machinery in working order. Provided daily project status updates to management and communicated the need for any change orders. Communicated with customer regarding project scope and timeline updates. Guaranteed customer satisfaction throughout project and upon completion.
- **Atlanta, GA | Pricing Lead – Solid Surfaces, Trinity Surfaces -** Served as head of pricing for natural stone, countertop material, and tile ("solid surfaces"). Maintained working knowledge of all solid surfaces regarding product specifications, availability, and price. Managed relationships with multiple vendors and kept up-to-date catalogs of all products. Advised customers and sales representatives on products specific to their needs. Collaborated with sales representatives to determine pricing percentage. Calculated freight costs based on company shipping matrix. Worked with fabricators to determine pricing and lead time for special orders. Generated and sent final pricing quote to customers. Produced installation specification sheet for customers upon final order.

KATE
BORDEN

RECREATION PROGRAMS LEADER

"Busy is the new happy" I love being able to add recreational programs to the city and watch it grow. Being busy is always a good thing in my eyes and it makes me happy to be able to serve the community through recreation.

EDUCATION

BS	Recreation Administration, Georgia State University
	Middle Georgia College, 2 years of coursework

AFFILIATIONS

NAYS-certified, Youth Sports Administrator

National Recreation and Parks Association (NRPA)

Georgia Recreation and Parks Association (GRPA) Leadership I and II Programs

PROFESSIONAL BACKGROUND

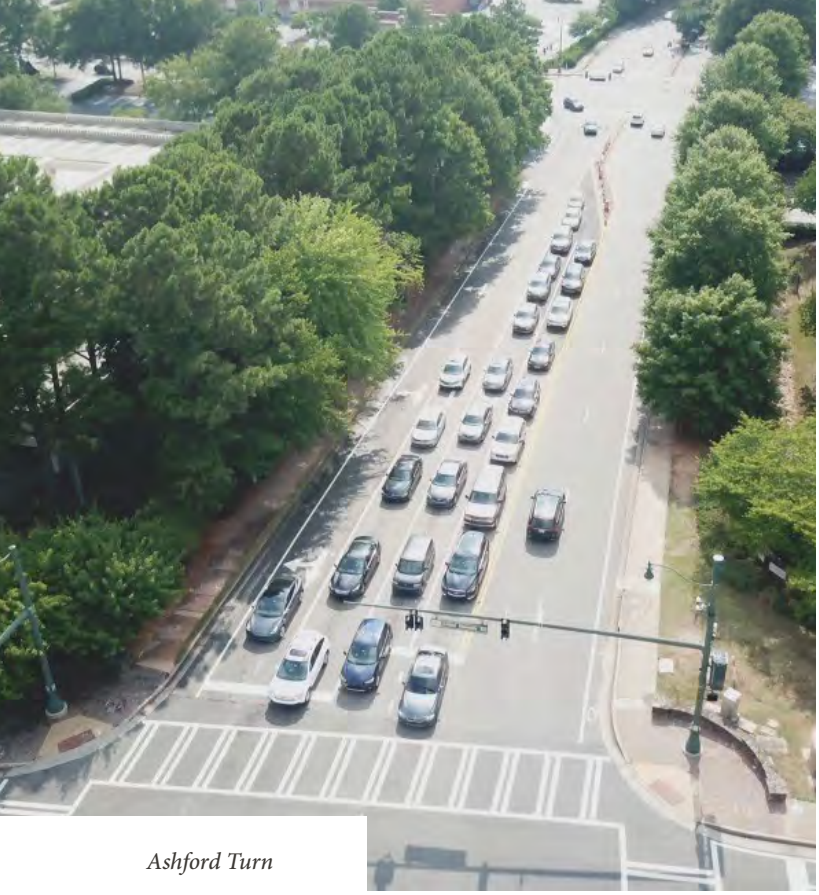
Kate Borden possesses extensive management experience in the area of parks and recreation. Her background also includes coordination of special events, youth sports administration, revamping of a summer camp program for kids, and athletic program coordination. Kate's expertise further involves oversight of budgets, management of employees and volunteer groups, event and field scheduling, as well as teaching classes and oversight of instructional programs.

RELEVANT PROJECT EXPERIENCE

- **Woodstock, GA | Recreation Coordinator, Cherokee Recreation & Parks Agency -** Planning, revamping, organization, and implementation of summer day camps with over 400 children each summer for over 11 years. Planned and implemented all special events and programs, such as Touch-a-Truck, Guns and Hoses 5K, and holiday programs, which are still active today. During tenure, the 5K grew from 7 runners to over 700. Served last two years as Athletic Coordinator, overseeing rentals and scheduling all youth sports fields for ten parks in the county. Oversaw 12 youth association groups. Oversaw all instructional programs and taught American Red Cross classes. Managed budgets, payroll, instructor hiring, evaluations, volunteers, etc. Assisted with therapeutic and senior citizen programs, as needed.

  Served on the planning committee for the Senior Olympics and various parks development efforts in the county. Scheduled, registered participants, and managed payments as well as marketing programs. Collected invoices and money from each association after each season. Other activities involved helping to plan and implement the agency's Volunteer Banquet each year, which had 500-600 attendees. Brought the program called SporTykes to the Recreation Department for children ages 2-5, which taught the fundamentals of multiple sports. Revamped all school break camps and branched them from one location to several school locations. Managed a summer camp staff of 15-20 employees each summer. Managed the schedule for 15-25 youth associations who used the athletic fields, including field usage, lighting, budget, invoices, contracts, and agreements, etc.

- **Woodstock, GA | Billing and Sales Coordinator, Preferred Office Network -** Managed monthly client invoicing and payment application of new and existing clients. Processed all payments and client retainer refunds. Oversaw all billing and invoicing of all clients. Processed checks. Billed and remitted to clients and members monthly. Built monthly revenue and expense reports. Oversaw the collections process and monitored the client aging report. Assisted with client proposals, client escalations, client outreach, and agreement management.



Ashford Turn

Giving Back to the City of Dunwoody

Describe the approach to ensure staff is adequately trained and up-to-date at the beginning of the contract, as well as your methodology for ensuring staff stays up-to-date throughout the term of the contract.

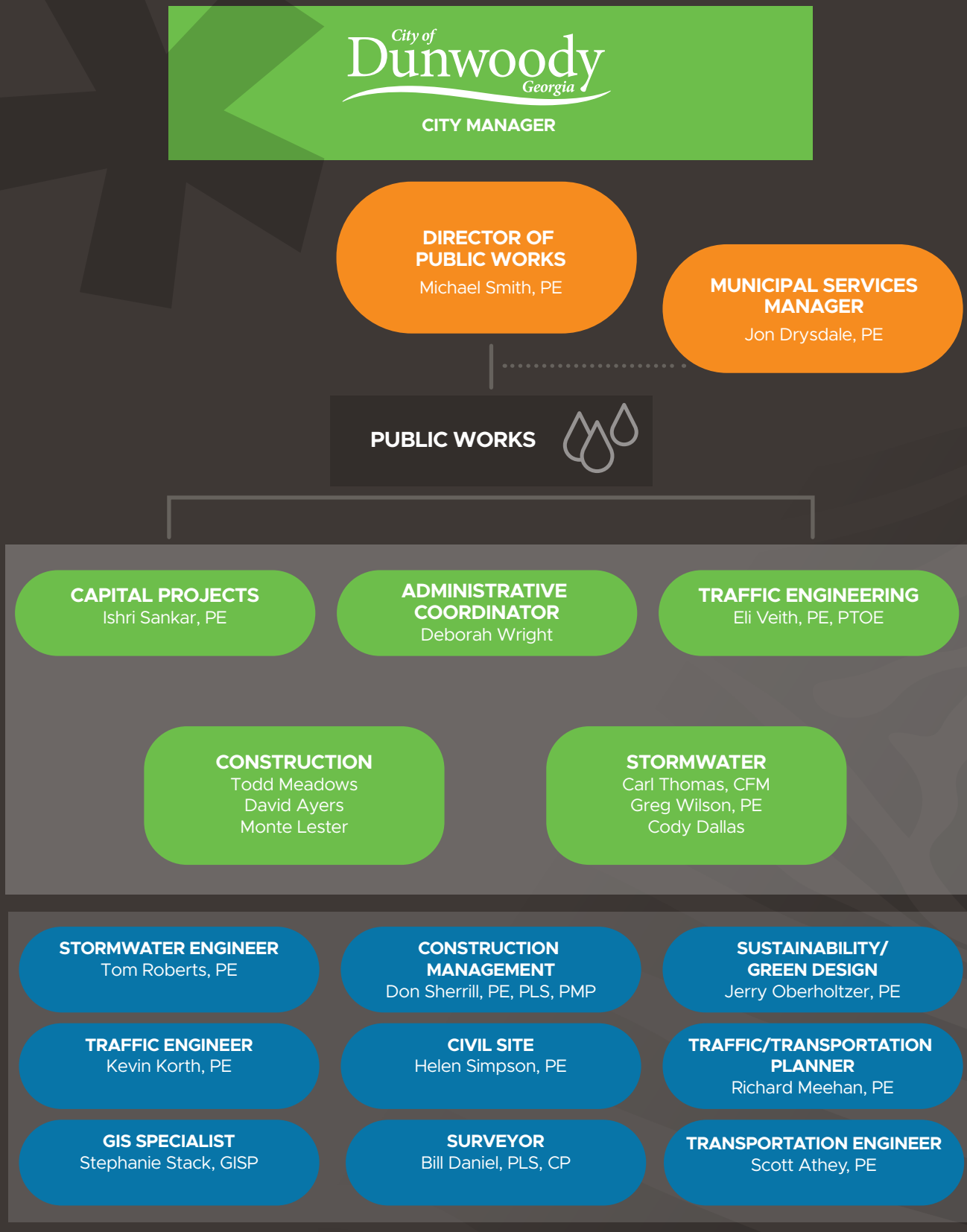
Lowe ensures that our staff is adequately trained and up-to-date at the beginning of the contract, as well as stays up-to-date and abreast of industry trends by investing in training and participating in professional organizations throughout the term of the contract.

Under the current contract and over the past 12 years, Lowe personnel have attended risk management training and will continue to comply with OSHA and other laws and regulations regarding workplace safety and hazardous materials.

Lowe has developed a cross training and job sharing program that produces efficiencies in service delivery. We have successfully demonstrated the concept of job sharing on numerous outsourced service contracts by cross training certain members of the staff to perform multiple job functions. This approach allows us to reassign staff to different functions as the workload dictates.

As we proceed through the next contract Lowe will continue to invest in our employees by requiring to participate in professional organizations, continuing education, development of new skills, and integration of new technology. Most of our project team consists of registered professionals that have continuing education requirements to maintain an active registrations or certifications. We will prepare documentation annually that outlines our training plan for the prior and upcoming year.

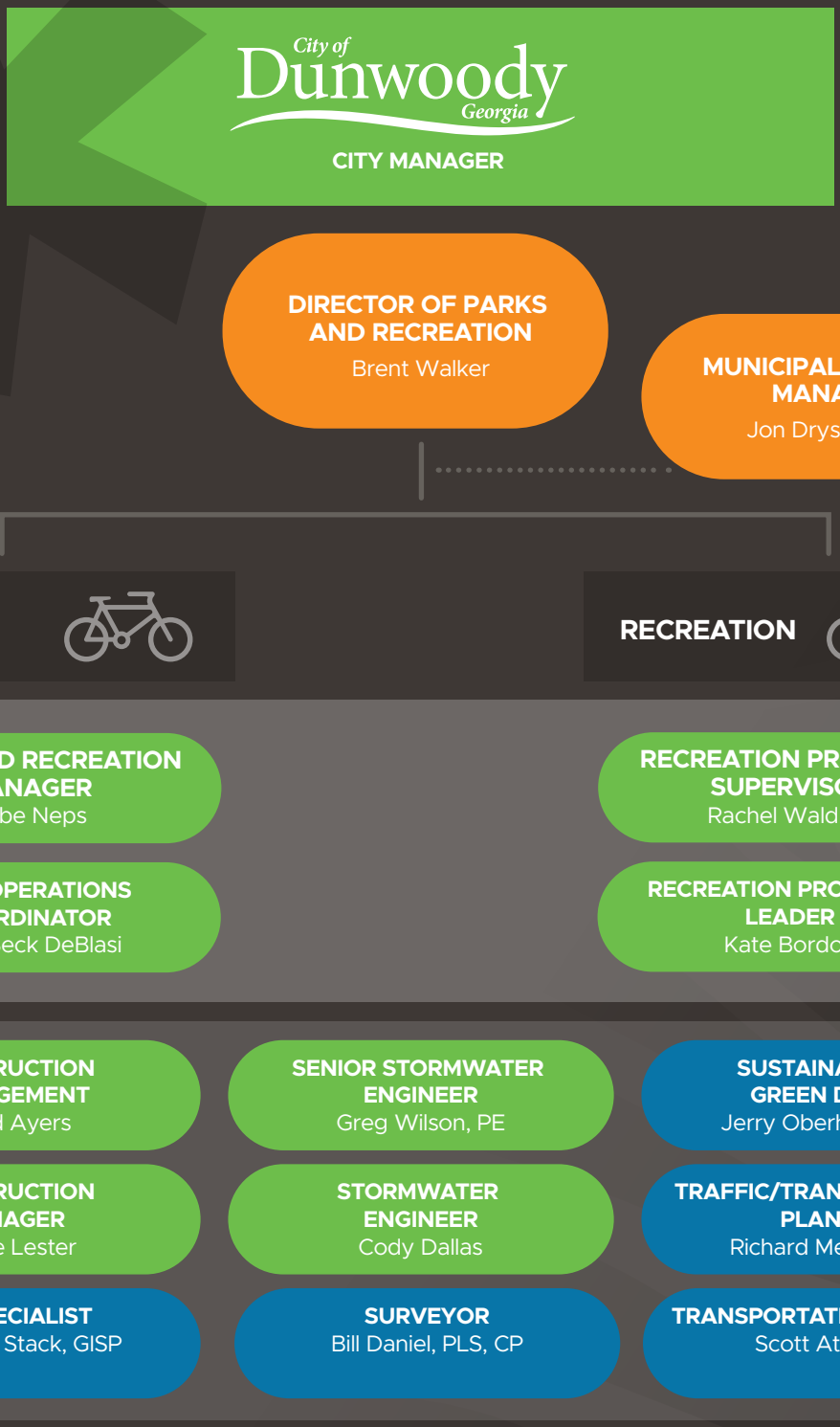
Lowe will also continue to be adaptable, work with other departments, receive annual training to become aware of changes to regulations, changes to staff at regulating agencies. Lowe staff keeps up to date on changes to the latest checklists and project requirements. Our focus on training and participation in professional organizations will allow Lowe to continue to bring the City innovative ideas and approaches to your public works and parks and recreation needs.



Onsite Personnel

Back Office Support

PE - Professional Engineer
CP - Certified Photogrammetrist
PTOE - Professional Traffic Operations Engineer
GISP - Geographic Information Systems Professional
CFM - Certified Floodplain Manager
PLS - Professional Land Surveyor



Onsite Personnel

Back Office Support

PE - Professional Engineer
CP - Certified Photogrammetrist
PTOE - Professional Traffic Operations Engineer
GISP - Geographic Information Systems Professional
CFM - Certified Floodplain Manager
PLS - Professional Land Surveyor

BUILDING ON OUR SUCCESS

City of Dunwoody Georgia | LOWE ENGINEERS

Submit three (3) references for similar projects. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor's contact person in that agency.

CITY OF JOHNS CREEK

Project Location

Johns Creek, GA

Project Dates

2015 – Present

Project/Contract Value

Total Billed - $2,157,093

Reference

Neil Trust, CPP, GCPA, CPM, GCPM
Purchasing Manager
City of Johns Creek
11360 Lakefield Drive
Johns Creek, GA 30097
Phone: 678.512.3233
Fax: 678.512.5286
Email: neil.trust@johnscreekga.gov

Lowe Engineers has been serving the City of Johns Creek since the City was founded. As part of a public-private partnership team of three firms, Lowe provided public works services to the City from 2009 – 2011. Lowe has since been providing on-call roadway design, surveying, and CEI services since 2015.

Lowe has supported the Public Works and Community Development Departments with transportation planning and design services, as well as stormwater services and some CEI. Projects have included intersection improvements, road widenings, a new highway interchange, a sidewalk program, streetscaping, a traffic management and control system, in addition to stormwater maintenance.

Services provided include:

- Management of the cities' capital improvement programs
- Preconstruction planning
- Procurement and coordination of subcontractors' work packages
- Site inspections
- Plan reviews
- Review and approval of development plans and studies
- Design and review of signal, intersection, and pedestrian improvements
- Property acquisition

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City of South Fulton - August 23, 2022

CITY OF BROOKHAVEN

Project Location

Brookhaven, GA

Project Dates

2013 – 2020

Project/Contract Value

Total Billed - $3,514,708

Reference

Christian Sigman
City Manager
City of Brookhaven
4362 Peachtree Road
Brookhaven, GA 30319
Phone: 404.637.0513
Fax: 404.637.0520
Email: christian.sigman@brookhavenga.gov

Public Works

Lowe was selected in 2013 to be the City of Brookhaven's first service provider for Public Works under a public-private partnership. A core team of Lowe program and project managers, engineers and support staff work onsite from City offices to manage all engineering, design, planning, capital projects, public outreach, construction management, inspections, and maintenance work for public works operations. Lowe staff responds to the citizens 24 hour/7-days a week.

Under Lowe's program and project management are the annual maintenance and construction of infrastructure, including streets, sidewalks, street signs, traffic signals, and stormwater structures.

Lowe further maintains records of all work orders, sets work priorities, and monitors progress. The work order list is updated daily and the team meets with maintenance crews weekly to review work activities and convey expectations. Lowe has developed performance measures to establish expected completion times based on assigned work order priority. We then review work with the contractor(s) to improve performance.

Projects have also included surveying, traffic engineering, streetscape design and construction, pedestrian and bikeway facility improvements, a traffic management and control system, road widenings, roadway and intersection improvements, as well as a new highway interchange.

Annual maintenance budgets currently under execution:

- Street maintenance
- Signal maintenance
- Stormwater/MS4 maintenance / reporting
- Pavement resurfacing program management
- General right-of-way maintenance
- Sidewalk/trail improvement program management
- Intersection/main corridor improvements
- Special projects (as funded)

CITY OF BROOKHAVEN

Parks and Recreation

Lowe was selected in 2013 to be the City of Brookhaven's first service provider for Parks and Recreation under a public-private partnership. A core team of Lowe program and project managers, engineers and support staff work onsite from City offices to assist in the start-up and maintenance of Parks and Recreation operations prior to the City hiring their own staff. Lowe staff was responsive to the citizens on a 24 hour/7-days a week.

In 2013, Lowe was asked to provide staff to the City of Brookhaven to transition the park properties within their borders from DeKalb County to the City. Lowe conducted a comprehensive review and assessment of the properties and initiated the transition plan with the County.

Based on the property assessment, a short-term work plan was developed to rehabilitate the grounds and facilities to improve the maintenance and facility upkeep. Lowe managed the bid process and vendor selection for the parks maintenance provider, pool maintenance and operations provider, and skilled trades providers.

Over the course of the first year, existing facilities were reopened to the public that had been closed for years, playground inspections and improvements were made and the general upkeep and maintenance of the park facilities was drastically improved. Lowe continued to provide support to the City's new Parks Director until the summer of 2014 to ensure a smooth transition of the Parks Operations. Once the new director was hired, Lowe provided input on long term facility improvements and program option.

CITY OF DUNWOODY

Project Location

Dunwoody, GA

Project Dates

Jan. 2015 – Dec. 2020

Project/Contract Value

$1,099,769

Reference

Brent Walker
Parks Director
City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338
Phone: 678.382.6700
Fax: 770.396.4828
Email: brent.walker@dunwoodyga.gov

Storytime in the Garden

Dunwoody Nature Center

Parks and Recreation Contract 3

Lowe was selected by the newly incorporated City of Dunwoody to be its first service provider for Parks and Recreation, and then reselected in 2011 and 2015 for a second and third contract. Lowe has managed all operations, programming, event management, design, planning, capital projects, construction management, inspection, and maintenance oversight as part of a public-private partnership. Lowe's core municipal team works onsite from City offices and consists of program and project management maintenance, as well as key administrative staff to support City officials.

Under this third contract, Lowe has successfully managed and completed parks and recreation projects that include new construction capital projects, a wide variety of work orders, planning, design, budgeting, scheduling, maintenance, construction management, and program and event management.

We recognized Dunwoody's distinctive differences and helped them create a Parks and Recreation Department that is responsive to its specific needs. Since its incorporation, the needs of Dunwoody have evolved and expanded. As a result, Lowe added two staff positions in January of 2020 for increased program and maintenance support.

Lowe provides 24-hour on-call personnel to handle parks and recreation-related emergencies. This function is essential to providing responsive services to citizens when they need it most.

Cityworks is used for asset and work order management.

CITY OF DUNWOODY

Project Location

Dunwoody, GA

Project Dates

Jan. 2015 – Dec. 2020

Project/Contract Value

$5,254,996

Reference

Michael Smith
Public Works Director
City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338
Phone: 678.382.6700
Fax: 770.396.4828
Email: michael.smith@dunwoodyga.gov

Public Works Contract 3

Selected by the newly incorporated City of Dunwoody in 2008 to be its first service provider for Public Works, and then reselected in 2011 and 2015 for a second and third contract, Lowe has managed all operations, engineering, design, planning, capital projects, TE projects, construction management, inspection, and maintenance work as part of a public-private partnership. Lowe's core municipal team works onsite from City offices and consists of program and project management, engineering and technical, as well as key administrative staff to support City officials.

Under this third contract, Lowe has successfully managed and completed stormwater capital projects, various work orders, planning, design, plan review, budgeting, scheduling, maintenance, stormwater, traffic, transportation, pavement management, construction management, and surveying.

We recognized Dunwoody's distinctive differences and helped them create a Public Works Department that is responsive to their specific needs.

Lowe provides 24-hour on-call personnel to handle public works-related emergencies. This function is essential to providing responsive services to citizens when they need it most.

Cityworks is used for asset and work order management.

Services provided include:

- Management of Capital Improvement Program
- Preconstruction planning
- Procurement of subcontractor work packages
- Site inspection/plan review
- Master planning
- Public involvement
- Property acquisition
- Construction/design management
- Program execution for pavement management/bridge maintenance/ intersection improvements
- Traffic studies/operations
- City Council budgeting/reporting

Mallard Drive Streambank Restoration

Page 859 of 1169
City of South Fulton - August 23, 2022

PERIMETER COMMUNITY IMPROVEMENT DISTRICT (PCID)

Project Location

Dunwoody, Sandy Springs, and Brookhaven, GA

Project Dates

Mar. 2009 – Present

Project/Contract Value

$2,402,779

Reference

John Gurbal
Program Manager
Perimeter CID
1100 Abernathy Road NE
500 NorthPark, Lobby Suite 15
Sandy Springs, GA 30328
Phone: 678.697.6063
Fax: 770.390.1782
Email: jgurbal@perimetercid.org

Professional Engineering and Program Management Services

Lowe has had on-call contract and individual contracts to provide engineering and program management services for various transportation infrastructure improvement projects. Tasks under the on-call contract sometimes require design and/or evaluation of projects on short notice.

Services provided include transportation design services, land surveying, traffic engineering, environmental and geotechnical services, land acquisition services, construction management and inspection services, along with project administration. The contracts also included program management services where Lowe acts as an extension of PCID staff, assisting on an as-needed basis with project management and coordination, programming, scheduling, and related services.

CLIENT SERVICES COMPARABLE IN SCOPE & SIZE

CONTRACTING ENTITY	AREA OF CONTRACTUAL SERVICE	PURPOSE & SUMMARY OF OPERATIONS	POINT OF CONTACT
City of Brookhaven	Municipal Services	Provide as-needed public works services.	Christian Sigman 404.637.0460
City of Milton	Stormwater and Plan Review Support	Provide MS4 stormwater permit support and community development plan review assistance.	Robert Drewry 678.242.2524
City of East Point	Stormwater Support	Provide as-needed stormwater support.	Reza Aral 404.270.7130
City of Jones Creek	Stormwater Infrastructure Condition Assessment	Data collection to include stormwater condition and creation of overall stormwater GIS.	Neil Trust 678.512.3233
DeKalb County	Stormwater Infrastructure Inspections	Provide MS4 stormwater infrastructure inspection services.	Angel Jones 404.297.4464
Perimeter CID	Ashford Dunwoody Trail	Design of a commuter trail in the vicinity of Perimeter Mall.	John Gurbal 678.697.6063
City of Johns Creek	Buice Road Trail	Design of a 10-foot-wide multi-use trail.	Chris Haggard 678.512.3253
City of Johns Creek	Abbotts Bridge Road	Design of sound abatement structures along Abbotts Mill Road.	Chris Haggard 678.512.3253
City of Johns Creek	Jones Bridge Road from Waters to Oak Landing	Design of roadway widening and public meeting participation.	Chris Haggard 678.512.3253
City of Johns Creek	Haynes Bridge Road Improvements	Design and construction plans for 1.4 miles of road widening to a four-lane divided corridor.	Chris Haggard 678.512.3253
Gwinnett County DOT	Rosebud Road Improvements	Design of a raised median, parallel parking, shoulders, drainage improvements, and a mid-block crossing.	Tshaya Jackson 770.822.7400
Gwinnett County DOT	South Puckett Road Improvements	Design for widening of approximately 1,400 feet of roadway.	Juan Almanza 770.822.7485
Perimeter CID	Lake Hearn Drive and Peachtree Dunwoody Road MARTA Station Connectivity	Implementation of many operational improvements.	John Gurbal 678.697.6063
Cobb County DOT	Sandtown Road Improvements	Full operational and capacity analysis to identify improvements along the route and at five intersections.	Ligia Florim 770.528.1667
Cobb County DOT	Hickory Grove Sidewalks	Design of pedestrian facilities along two arterials with intersection crossing analysis.	Brian Loudermilk 770.528.4378
Douglas County	Maxham Road Sidewalks	Design of a sidewalk.	Miguel Valentin 770.920.4932
GDOT	SR 14 SPUR Improvements	Engineering services for conversion of existing two-lane route to a multi-lane facility.	Cheryl Dempsey 404.631.1154
GDOT	Lavista Road @ Briarcliff Road Improvements	Design improvements to the existing intersection of Lavista Road and Briarcliff Road.	Lindsey Atnip 678.802.1101
GDOT	SR 17 Improvements	Design of three separate segments totaling 10.9 miles of a four-lane section of roadway.	Kimberly Kimbrough 404.631.1528
SRTA	Statewide CEI Services	On-call construction engineering and inspection services across the State of Georgia.	Annie Gillespie 404.463.8511

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City of Dunwoody Georgia | LOWE ENGINEERS

5. Proposal Form

Proposal Form
City of Dunwoody, GA
RFP 20-04 Municipal Government Services Procurement

Company Name: Lowe Engineers, LLC

The undersigned, as Bidder, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Bidder represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Bidder, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Bidder further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Bidder agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract below (RFP 20-04 properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 20-04 Municipal Government Services Procurement, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Bidder, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Bidder the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Bidder under section 6.10 of the Instructions to Bidder if the Bidder withdrew or attempted to withdraw its Proposal.

Company Name: Lowe Engineers, LLC

The Bidder further agrees, if it fails to complete the scope of work according to the provisions within the scheduled time or any authorized extension thereof, that the City may deduct damages from the Contract price otherwise payable to the Bidder.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No. / Date

1. Addendum No. 1 / March 25, 2020
2. Addendum No. 2 / April 7, 2020
3. Addendum No. 3 / April 8, 2020
4.
5.

It shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if the City issued addendum(s) and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Bidder from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Work, excluding transitional requirements, is to commence on or about January 1, 2021.

The City of Dunwoody requires pricing to remain firm for the duration of the term of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City's termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be

compensated based upon a signed statement of completion to be submitted by the Service Provider, which shall itemize each element of performance.

The Contractor agrees to provide all work to complete the project described in this document for the amount listed in the Cost Proposal (submitted in a separate package).

Legal Business Name Lowe Engineers, LLC

Federal Tax ID 582409024

Address 990 Hammond Drive, Suite 900, Atlanta, GA 30328

Does your company currently have a location within the City of Dunwoody? No
Will your company accept the City's procurement card for payments from the City? Yes

Representative Signature

Printed Name Jon Drysdale, PE

Telephone Number 404.312.1843

Fax Number 770.857.8401

Email Address jon.drysdale@loweengineers.com

Appendix B - Affidavit
Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for Jon Drysdale, PE.
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) X I am a United States citizen
OR
2) X I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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 Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: Date

Jon Drysdale April 13, 2020

Printed Name: Jon Drysdale, PE

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 2020

* N/A
Alien Registration number for non-citizens

Notary Public
My Commission Expires:

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in, the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

_____

ARTICLES OF ORGANIZATION OF

LOWE ENGINEERS, LLC

I.

The name of the limited liability company is LOWE ENGINEERS, LLC.

II.

Management of the limited liability company is vested in one or more managers whose names and addresses are as follows:

WILLIAM J. DANIEL, III
4200 Northside Parkway
Atlanta, Georgia 30327

This 3rd day of September, 1998.

C. SAM THOMAS, P.C., Organizer

SEP 3 12 01 PM '98
SECRETARY OF STATE

LOWE ENGINEERS, LLC
LIMITED LIABILITY
COMPANY
1998
GEORGIA

APPENDIX

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City of Dunwoody Georgia | LOWE ENGINEERS

ACCOLADES FROM DUNWOODY RESIDENTS

Aly Allouba
2/3/2020
Carl, thanks for your support. They cleaned up as promised.

Ing Dye
1/17/2019
Thank you personally for smoothing the uneven driveway yesterday evening. We all appreciate your kind efforts! Thank you!

Paul Huth
1/5/2019
Thanks to Mr. Thomas and the whole Dunwoody Department. You were out right away to look at the problem. Thanks for your quick response!

Rich Braun
7/3/2019
I AM IMPRESSED - THANK YOU. I logged in the comment-request-issue. Then 4 hours later it was remedied. I appreciate the quick response and good result. This speaks to the commitment and quality of the Dunwoody Public Works Department--the quality of the people working for our city.

Bob Reid
3/27/2019
I just wanted to let you know that your men did a great job cleaning out the culvert under Peeler near Olde Village Lane. Not only did they get the tree stump out, but they removed the concrete chunks which had blocked the trunk from going on through. This is work item 160626783 in the list. This will really help during heavy rains. Please pass the word on to the workers. Best to you and keep up the good work.

Fred Neuschwanter
8/16/2019
I usually send notes with problems or concerns but this time I'm sharing how impressive the paving of Manhasset Drive is going. They actually repaired the road before paving, which was a concern. They addressed the issue and not just paved over the problem. Please share with whomever accolades for doing a professional job. Thank you.

Jennifer Boettcher, Director of Communications, City of Dunwoody
2/18/2019
Carl went above and beyond to respond to a concerned resident about a stormwater concern. As you can see below, she was as impressed as I was.

John and Joan Weiss
2/20/2019
Just a quick note to thank you again for the time you took yesterday reviewing the drainage and water issues involving our property (especially in yesterday's unpleasant wet conditions.) In addition, thank you for your continued and ongoing research into the matter.

Terry Nall, City Council Member (At Large), City of Dunwoody
3/3/2019
Thank you so very much for your TLC approach and extra time with our beloved Dunwoody resident Evan Woody. Words alone cannot fully express our appreciation for the extra time and effort you took to make a difference in the life of this very special resident. You live out "A Better Dunwoody" and it is greatly noticed by our community.

Ray and Lou Cox
8/9/2019
Dear Ishri, Thank you for your visit to our property today, for your full understanding of our concerns, your clear explanation of how each will be addressed and resolved, and for your assurance that you'll 'be here' if we need to call

upon you again. It was a pleasure to see you again. We both appreciate you and the courtesy and professionalism with which you always 'do business'.

Wally Letson
2/15/2019
Thank you. Appreciate your effort and prompt reply.

Pam Tallmadge, City Council District 1
6/11/2019
Thank you so much Carl, I really appreciate you taking the extra steps.

D. S. Vogel
8/9/2019
[The pedestrian push-to-cross button for the diagonal crosswalk issue] has been fixed and is working fantastic! Thank you.

Rich Braun
7/4/2019
I AM IMPRESSED – THANK YOU! I logged in the comment-request-issue. Then 4 hours later it was remedied. I appreciate the quick response and good result. This speaks to the commitment and the quality of the Dunwoody Public Works Department—the quality of the people working for our city. Thank you.

John Stein
12/23/2019
Just wanted to let you know that the [drainage] project at our house was completed, including a great landscaping job. Thank you for all your efforts in organizing and promoting the project.

Laura Zuckman
12/07/2019
Thank you so much for getting the roads paved and finishing the Mt. Vernon project. The traffic is so much better. The whole neighborhood appreciates your team's hard work! I also want to thank you for forwarding me the info for the traffic calming study. I would love for you guys to come out and walk us through the specifics. You have been a great resource for me and my neighbors, and we very much appreciate your hard work and quick response to our comments and questions. You make it a real pleasure to work with the City of Dunwoody.

Alan Mothner, Principal, Town Square Collaborative
10/25/2019
Rachel is being modest by not SHOUTING what an amazing job she did last night. There were literally thousands of people there. Good band, diverse demographic, and all ages of attendees -- great community-based event. Congrats Rachel.

James Morrison, Kingsley Elementary School
10/28/2019
Ms. Waldron, thank you so much. You have been so helpful in this process. Since we do have a few teams, we would happily pay the field reservation fee because we hope to continue to have a good relationship with you and DSB, and would love to have more opportunities to play at these wonderful fields. Thank you again for all your help. It's been so refreshing to work with someone as helpful as you!

Monica Munda
10/25/2019
My family had an awesome time at Truck or Treat last night, thanks for a spectacular event!!

Auden Grumet
5/7/2019
Thanks a lot Carl. Appreciate you following up on this! Dunwoody folks are much more responsive than the county folks!

Barbara Carson
2/28/2019
Thank you so much for your quick response and sharing your expertise. Much appreciated.

Annette and John Kramer
8/19/2018
Thank you all for working so diligently trying to help us with these irrigation issues as we truly appreciate all your efforts!

Barbara L. Cox
3/20/2018
Debbie Wright in the Public Works Department was very helpful and a credit to the City of Dunwoody.

Bill Norton
8/13/2018
Thanks for the good communicating, Carl.

Bob Barnaby
10/24/2018
I just wanted to say thank you for your efforts in getting the crosswalk striping and pedestrian refuge area done. I had meant to email you on Monday but time got away from me. David Ayers called me on Monday so I have already given him a "thank you." Monday afternoon my wife and I twice safely navigated that intersection during rush hour traffic.

Bob Wang
12/10/2018
Thank you for coming out to check out the issue so quickly. We appreciate your help!

Christine and Mark Buckis
9/27/2018
Thank you, thank you so much! You are awesome! I appreciate not only the short-term, but also the long-term solution!

Ed Owings
12/6/2018
Thank you for all of your help. I am thankful to live in Dunwoody!

Frank Self
7/26/2018
Windhaven Court has recently been rebuilt., and it looks great. I met Mr. David Ayers and I told him how much I appreciate the great job that was done on the replacement of our street. I took the opportunity of speaking with some of your construction team. First, I was very much impressed with the team for the respect they showed for the homeowners property. They made an effort to make sure there was no trash left behind at the end of each workday. When I asked questions about the various stages of the construction, they were very polite and professional when answering my questions. I appreciate David Ayers, all the team members of the City of Dunwoody and Blount Construction.

Gay Cash
10/25/2018
I am writing to give Mr Ayers an "atta boy". . . . He returned my call and said he had driven over to see for himself. I was skeptical that anything would or could be done to address my concerns, but within a week the rubble had been cleared away and today a crew came and added asphalt and changed the drainage angle at the corner to help alleviate the standing water problem. I am impressed. I never expected the city to be so responsive to my concerns. If the adjustment to the drainage angle in the street works, it will benefit all in our neighborhood who use Damon Court. Hopefully, due to Mr Ayers attention, we may have a safer street corner on which to travel through our neighborhood. He deserves recognition for his outstanding work as a representative of our city government and his commitment to doing well for Dunwoody's citizens. Thank you for your attention to this matter.

Greer Pasmanick Mendel
11/2/2018
When I first read an announcement of this project in the City of Dunwoody email communication, I immediately reached out to the contact person listed - you! You were extremely responsive and it was clear how much you cared

about this initiative and the positive impact if would mean for the area. You then, reached back out when there were updates to keep me informed. Your communication and dedication to this project were obvious. And I'm shocked at how quickly everything moved (they're already clearing trees!). Something that I thought might never happen is happening now thanks to you! Your contributions to the City of Dunwoody (and other municipalities in the area) are both meaningful and impactful, and I thank you again for helping to bring the gift of sidewalks to me and my family. My husband and I are so excited to soon be able to enjoy SAFE walks with our two-year-old and 8 month old in our double stroller!

Hope Follmer, Vice President of Events, Dunwoody Preservation Trust
4/30/2018
On behalf of The Dunwoody Preservation Trust, thank you so much for your efforts and that of your team for your assistance in producing our Lemonade Days festival this year. Gabe and the crew were so on it keeping the park looking great. And with all of the ballpark building items that needed to be taken away, it was a big chore to add to their current workload so please let all those who were involved know how much their efforts were appreciated. I love working with all of the guys and Keith always has my back ensuring that the front gate is blocked when it needs to be each day. I am kind of a stickler on the no motorized vehicles in the park one hour before the festival begins! Your efforts and those of your staff were a big part of the success of the festival and helping the DPT meet our fundraising goal . . . I look forward to working with you on Lemonade Days 2019.

Jack DeVos
5/22/2018
I just wanted to thank you all for the job you did helping to complete the retention pond in my side yard. It looks good.

Jack Lane, President, Brooke Farm HOA
6/15/2018
Thank you for your time yesterday. I appreciate you meeting with me. You take your time and have a very thoughtful approach. You really instill confidence that our issue will be addressed.

Janet Bass
10/23/2018
I really appreciate the time you have taken to address all of my concerns, and the thought you have given to them, as well.

Joseph Bell
7/11/2018
I want to express my sincere thanks for covering the big hole near the sewer and small holes near the water basin. Your crew did a great and professional job! Also, I want to thank the City of Dunwoody for identifying and assessing the problem area.

JP Cartmill
12/21/2018
Thanks Carl, I want to thank you for your professionalism and courtesy of quick responses.

Kimberly Hunt
8/26/2018
Yesterday, I returned home from vacation to find the curbing has been repaired. It was a wonderful surprise to come home to and it looks fantastic! Thank you to you and your team for all your hard work! It was always a pleasure to speak with you.

Lisa Brown, Secretary, Wyntergate HOA Board of Directors
5/17/2018
David - you are wonderful!! A great ambassador for the City of Dunwoody! I really appreciate the time you have taken to help me with this. I will follow up with you once I have quotes. Thank you again!

Louis Malooley
6/25/2018
Monte, wow! Completed today! So, I went down to look at it, all looks good. I'm not sure of your role, but it sure feels comfortably to have you as a contact. I am glad our city has you!

Michael and Tori McGee
11/1/2018
My wife and I would like to thank you for your work on the Dunwoody sidewalk project. When we heard the city was putting in a sidewalk, we were concerned [about] some possible issues that might arise. From the start, you have been able to put our concerns at ease and have continued to do exactly what you state [regarding] the entire process. We realize you have had some difficulties with unexpected situations on certain areas of the project, but thank you for your resolutions and communication during the beautification of not only our home but Dunwoody area as a whole. This type [of] leadership from you and your company have helped us and others in our area with concerns and we just want to say thank you. Thank you again for calming us during the process, answering our questions, and making our area change for the better.

Robert Bick
10/26/2018
Great information and thank you for taking the time to send it to me.

Michael Cheek, Sergeant, Dunwoody Police Department
10/11/2018
The roadway has been cleared. Kudos to Public Works for a quick response. Roadway was cleared and [the fallen] tree cleaned up within an hour of this email.

Pam Tallmadge, City Council District 1
11/29/2018
Thank you so much for this information - I really appreciate it Carl. FYI - I brag about our stormwater department all the time!!

Alan Mothner, Executive Director, Dunwoody Nature Center
5/15/2017
Just wanted to quickly say thanks for addressing the bathroom issues that we had last week and to put in a personal note for Gabe for going above and beyond in helping to correct things so quickly. The park was slammed all weekend with visitors and with this being our second consecutive week of 100 kid field trips each day. We really appreciate your expediting getting the bathrooms back in order.

Barry Deutsch
10/16/2017
Thank you for your extra effort today to help us at the Donaldson-Bannister property with the water issue. There have been many issues this year with putting on our annual event with the construction going on. You have had to be the bearer of bad news and the recipient of all complaints. I just wanted to drop a quick note to you about how much we do appreciate you and all you are doing to help us.

Dolores Lauderdale, Co-Past President, Dunwoody Preservation Trust
10/29/2017
Because of the efforts of Brent Walker and Gabe Neps, the wedding was not only successful but the areas of the property that would be used for the events were groomed. Every effort by Brent and Gabe was made to help the Bride and Groom have the event that they had so dreamed of having. There was the usual debris, fencing, stakes, piles of dirt, rocks, mud, etc. which is normal when a property is under construction. Hours were spent making the wedding and the reception areas safe, lovely and presentable so the events would be perfect. There was an article in the Crier about the wedding that told the story of the magic that existed with the bridal party plus 120 guests. Every person had a terrific time and enjoyed the beautiful City property, making great memories for everyone thanks to Brent, Gabe and the City of Dunwoody. I cannot thank each one of you enough for helping to make our promise come true for the "dream wedding."

Hope Follmer, Vice President of Events, Dunwoody Preservation Trust

5/14/2017

I can't thank you enough for the incredible job you and your staff did to secure Brook Run Park and help keep the areas of the park running smoothly during Dunwoody Preservation Trust's Lemonade Days 2017. Please let all those who were involved know how much their efforts were appreciated. . . . I look forward to working with you and your staff during Lemonade Days 2018.

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City of Dunwoody Georgia | LOWE ENGINEERS

Request for Proposals - RFP 20-04

Municipal Government Services

Issue Date: March 16, 2020

Proposal Due Date: April 17, 2020

Request for Proposals (RFP) 20-04
Municipal Government Services Procurement

The City of Dunwoody (hereinafter called "the City") welcomes sealed proposals for Purchasing RFP 20-04 Municipal Government Services Procurement. The City will consider service providers whose proposals meet the criteria established in the Request for Proposals. The City may directly negotiate final terms with the selected service provider(s). The City reserves the right to reject any or all responses for any reason. The City may also request clarification of information from any responding Contractors. **Work is to commence on or about January 1, 2021.**

Contractors wishing to bid must submit complete and concise proposals in a sealed package, which shall be clearly marked **"John Gates, Purchasing Manager – Confidential RFP 20-04. Municipal Government Services."** Within the proposal package, Bidders shall submit a separately sealed **TECHNICAL** proposal and separately sealed **COST** proposal prepared according to the instructions provided in this RFP. The City must receive proposal packages **no later than 2:00 pm EST, Monday, April 17, 2020**, at which time all technical proposals will be publicly opened. Proposals will not be accepted if sent by facsimile or e-mail. The City will not consider proposals received after the time and date specified for the opening; the City will return late proposals unopened. Furthermore, proposals are legal and binding when submitted.

The City will hold a **Pre-Proposal Conference at 1 p.m. ET on Monday, March 30, 2020** at the City of Dunwoody, Dunwoody Hall, 4800 Ashford Dunwoody Road, First Floor, Dunwoody, GA 30338. The conference will include a review of the proposal documents and a question and answer session. Attendance at the Pre-Proposal Conference is strongly encouraged, but not required. Prior to the Pre-Proposal conference, the City will post a meeting agenda on the City's website. The City expects Contractors to be familiar with the proposal requirements and to provide the City with any questions regarding the proposal documents at the Pre-Proposal conference or by the deadline for Contractor questions.

NOTE: At the time of the release of the RFP, the COVID-19 Pandemic was causing disruptions nationwide. We are assuming the above pre-proposal conference will become a virtual event. Please check with purchasing@dunwoodyga.gov for updated information.

Contractors shall submit all questions regarding Purchasing RFP 20-04 via email only to Purchasing@dunwoodyga.gov no later than Wednesday, April 1, 2020 at 2:00 pm EST. The City will post answers to submitted questions pertaining to this RFP on the Purchasing page of the City's website.

Proposals should be clearly marked on the outside packaging with **"John Gates, Purchasing Manager – Confidential RFP 20-04. Municipal Governing Services"** and addressed as follows:

John Gates, Purchasing Manager

Confidential – RFP 20-04
Municipal Government Services
City of Dunwoody
4800 Ashford Dunwoody Rd, Second Floor
Dunwoody, GA 30338

Contractors may not withdraw their proposal for a period of one hundred and eighty (180) days after the time and date scheduled (or subsequently rescheduled) for proposal opening. The City's staff will review all proposals submitted before the required deadline. The City, at its sole discretion, may short-list firms that the City deems best meet the requirements, taking into consideration all criteria listed in the RFP. The City may at its sole discretion, ask for formal presentations from all of the responsive and responsible Bidders, or only from those firms that are short-listed.

To support a non-biased evaluation of submitted proposals, **the City is requesting Bidders to submit their proposals in two (2) clearly labeled separate SEALED envelopes. The first envelope shall include the TECHNICAL proposal, containing one (1) printed and signed original, (6) printed copies, and one (1) electronic copy in searchable PDF. The second sealed envelope shall include the COST proposal, containing one (1) original printed copy signed by an authorized representative and one (1) electronic copy.**

The technical proposal envelope should only contain the Bidder's technical response; the City will not evaluate any additional material. The outside of this envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement TECHNICAL Proposal.**

The cost proposal envelope should only contain the Bidder's cost proposal; the City will not evaluate any additional material. The outside of the cost proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement COST Proposal.**

All proposals may be subject to public inspection under Georgia law.

The City will score all technical proposals first and then evaluate cost proposals. Following the review of the technical proposals, the City will review Bidders' cost proposals and calculate the final score for each proposing Bidder. The City reserves the right to review only the cost proposals from the highest ranked vendors who demonstrated, in the City's option, the best ability to meet the needs of the City.

The City may negotiate with the highest-ranking vendor for each service area. Negotiations may take place in person or via telephone with the qualified firm(s) as identified by the City, or if short-listing occurs, the City may negotiate with some or all of the short-listed Bidders. The City may give Bidders an opportunity to submit their best and final offers; which shall include a contract signed by the Bidder. The City of Dunwoody requires pricing to remain firm for the duration of

the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

The Bidder awarded the Contract must provide proof of liability insurance, along with any other required insurance coverage and evidence of business or occupational license, as outlined in the RFP.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from any Bidder, or to reject any or all proposals and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals. Award, if made, will be to the responsible and responsive Bidder submitting the proposal, deemed by the City, in its sole discretion, to be the most advantageous to the City, price and other factors considered.

To ensure the proper and fair evaluation of proposals, the City prohibits any communication, except as expressly authorized herein regarding this solicitation initiated by a Bidder or its agent to an employee of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time a final decision (vote) has been made with respect to the Contract award.

A designated employee or representative of the City who is not a member of the selection team may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by Bidder regarding this solicitation during evaluation period should be submitted in writing, marked CONFIDENTIAL and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338, or by e-mail to **Purchasing@dunwoodyga.gov. Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.**

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1. General Information

1.1. Background

The City of Dunwoody is an incorporated city (2008) on the north side of metro Atlanta with a 2010 census population of 46,267. It is a scenic community with many of the metro area's top dining, shopping, schools, and recreation. The City of Dunwoody is settled at the most northern tip of DeKalb County, bordered by Fulton County on the north and west, Interstate 285 to the south, and Gwinnett County on the northeast. Dunwoody is home to a large high-end shopping mall (Perimeter Mall), a significant amount of Fortune 500 companies, and an affluent residential base. The City is fortunate to have strong neighborhoods, a variety of places of worship and several neighborhood level shopping centers and office complexes. The road network and public transit provide easy access to Buckhead, Midtown, Downtown, and Hartsfield Jackson International Airport. Dunwoody is regarded as a family friendly and convenient location for businesses and visitors.

The City functions under the governance of a City Council and the management of a City Manager. The City provides municipal services to its citizens and businesses in a unique and progressive manner through a partnership with private firms. From the initial incorporation, the City has operated as a public-private partnership (PPP), with the vast majority of City staff employed by private companies where the City has determined that the PPP model adds value, flexibility, promotes competition, builds accountability, and provides the highest level of customer service to the citizens of the City.

1.2. Purpose of Procurement

The existing municipal services contracts for Public Works, Finance and Administrative Services, Planning and Zoning, Information Technology, Permitting and Inspections, Parks and Recreation and Public Relations/Marketing are set to expire on December 31, 2020. The purpose of this RFP is to enter into a public-private partnership with highly experienced service providers who have the capability and professional staffing resources required to provide high quality service and increased efficiencies of municipal operations. Firms shall provide service to the City for the period of four years, plus one additional year at the City's option.

The City is searching for the Contractor(s) that will be able to provide municipal services in the following service areas: Public Works, Finance and Administrative Services, Planning and Zoning, Information Technology, Permitting and Inspections, and Parks and Recreation and Facilities Management. Bidders may respond to more than one service area. Staffing levels during the contract may be fluid and are expected to be provided by staff assigned to the City on a full-time basis, part-time basis, and back office support. Staffing levels rise and fall in conjunction with the workload. The RFP is to identify Contractors who can accomplish the scope of work in the most advantageous, and

perhaps creative, methods. The contract is NOT a staffing arrangement; nor does the current RFP merely mirror the existing staffing structure and scope of work for the current PPPs. Accordingly, head counts, existing staff evaluations, organization structures and costs may not be relevant to proposals for this RFP and should be considered only under this understanding.

The City seeks Contractor(s) to manage the delivery of municipal services in a responsive, economical, and efficient manner. Furthermore, the City expects that the Contractor(s) will identify any causes of inefficiencies or uneconomical practices, including inadequacies related to the types of policies and procedures within respective service areas. The City expects Contractors to continuously improve the services delivered to the City's residents by tracking key performance indicators and by providing ongoing professional development for contracted staff.

1.3. Term of Contract

The term of the contract for the delivery of municipal services in each service area will be from January 1, 2021 through the following forty-eight (48) succeeding months, plus another twelve (12) months at the City's election.

Anticipated Schedule of Events

RFP Issue Date	Monday, March 16, 2020
Pre-Proposal Conference	Monday, March 30, 2020 at 1 p.m.
Last Day for Questions	Wednesday, April 1, 2020 at 2 p.m.
Proposal Due Date	Friday, April 17, 2020 at 2 p.m.
Written Proposal Evaluations	Mon., April 20 – Fri., May 1, 2020
Interviews for Short Listed Bidder's	Thur., May 7 – Wed., May 13, 2020
Contract Award	Monday, June 1, 2020
Executed Contract Commences	Wednesday, January 1, 2021

NOTE: At the time of the release of the RFP, the COVID-19 Pandemic was causing disruptions nationwide. We are assuming the above pre-proposal conference will become a virtual event. Please check with purchasing@dunwoodyga.gov for updated information.

(Note: Dates are subject to change)

* * * END OF GENERAL INFORMATION * * *

1. Scope of Work

1.1 Scope of Required Services

For the purpose of this RFP, Contractor(s) will provide all municipal services for the City of Dunwoody; the City divided the service areas into eight (8) separate functions:

2.2 Public Works
2.3 Finance and Administrative Services
2.4 Planning and Zoning
2.5 Information Technology
2.6 Permitting and Inspections
2.7 Parks and Recreation
2.8 Facilities Management

Bidders can submit proposals for provision of municipal services in one, multiple or all service areas. There will be no additional points awarded to firms bidding on more than one service area, and the City will evaluate each Contractor's qualifications in each service area separately. However, the City recognizes that there are potential economies of scale and cost saving opportunities related to having one Contractor providing work in more than one service area. In that spirit, the City encourages proposing firms to respond to more than one service area, as long as the responding firm possesses the required experience and has the capacity to properly staff and manage the delivery of high quality services to our constituents.

For all work provided to the City of Dunwoody, the Contractor(s) shall meet the following general service delivery requirements:

a) Provide services under the direction of the designated City Official. Such services shall encompass all those duties and functions reasonably and customarily associated with delivery of the required services in accordance with local, state, and federal laws including, but not limited to, the City Charter, City ordinances, and laws of the United States and the State of Georgia.
b) Comply with all OSHA and other applicable federal and state statutes, regulations and standards for workplace safety and all applicable laws regarding hazardous material and maintain all required Safety Data Sheets (SDA) forms on site at the City.
c) Comply with all local, state and federal documentation retention requirements including, but not limited to, the City's document retention schedules, as adopted and amended by City Council.
d) Support the established culture throughout the City and community of Dunwoody.
e) Promote information sharing and collaborative work between all City staff and Contractors.
f) Identify, record and report relevant key performance indicators for contracted service areas. Contractor(s) shall submit monthly reports based on established key

performance indicators. The Contractor shall commence tracking key performance indicators already established at the time of commencement, as well as, additional key performance indicators approved by the City Manager during the term of the contract. The contractor lead representative will also have a meeting every 60-90 days with representatives from the city management to discuss deficiencies in their operations.

g) Develop, implement, maintain, and improve strategies to attract and retain highly-qualified employees in the appropriate number to maintain the required level of service and to fill vacancies in staffing promptly as defined by the City for each position. In regards to this issue, staffing strategies are at the discretion of the Contractor. However, during the term of the Contract, the Contractor shall discuss with the City Manager and/or Department Head minimum qualifications and staffing requirements each time a position is to be filled. Traditionally, existing staff members have been retained when appropriate, for the new Contract. Contractors are expected to propose what they deem to be the most effective and efficient staffing level to meet the scope of services.
h) Staff shall not be reassigned from the City without written approval, which shall not be reasonably withheld. Furthermore, Contractors shall not approach staff regarding potential reassignments (internal or external) without prior discussion with the City Manager or designee.
i) Research current and relevant trends and laws that might have an impact on the City and service delivery, providing communication on the impact of the events to the City.
j) Identify and apply for grants matching strategic goals of the City.
k) Provide the City with employees that have the technical knowledge to operate City-owned IT infrastructure and software within their respective departments (Please see Appendix C for the detailed list of City-owned software and hardware).
l) Throughout the term of the contract, maintain and implement documented training programs to guarantee that contracted staff members remain at the top of their field throughout the duration of their specified assignment(s) with the City.
m) Prepare an annual document in collaboration with the City that outlines education and professional development provided to staff during the prior year and outlines training that will be delivered to the staff providing services, and provide said training to their employees. Such document shall include budget estimates to be paid from the education and training line item of the Contractor's burden factor.
n) Throughout the term of the contract, research and implement operational improvements to increase efficiencies, improve service and reduce operating expenses.
o) Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standards changes.
p) Maintain and account for all information, equipment, and property, which the City provides to the Contractor for use during the period of performance.
q) Manage all storage, maintenance, inspections and other necessary services related to the motor vehicles and equipment provided to the Contractor by the City.

r) Provide a detailed Motor Vehicle Use and Safety Policy for the use of such vehicles by any staff of the Contractor sufficient to ensure that the City is protected regarding the use of vehicles. The City may utilize any vehicle described in section 7.5 (G) of the General Conditions when not in use by the Contractor.

s) Obtain approval of the City Manager on vehicle make, model, and age and adhere to required branding to the City of Dunwoody standards of any additional vehicles furnished and used for service delivery by the Contractor.

t) Furnish and maintain for the benefit of the City all labor, supervision, and equipment not otherwise provided, which are necessary and proper for performing the services, duties, and responsibilities set forth and contemplated as necessary to maintain the required level of service.

u) Communicate with the Mayor, City Council, and media services only through the City Manager or designee, unless otherwise authorized.

v) Maintain, for purposes of City business, established business hours and provide appropriate staff to perform any after-hours requirements. Such hours are established by the City Manager and are subject to change throughout the term of the contract. Monthly billing invoices to the City shall include a production report including monthly recap of hours spent on the Contract segregated by on-site and off-site hours and percentage of each staff member's time spent solely on City contracted services.

w) Normal office hours of any individual contractor may not extend before 8 a.m. nor later than 5 p.m. without express written permission of the City Manager and must be reviewed and confirmed again in writing by each January 1st of the contract.

x) All contracted staff who are considered a 1.0 full-time equivalent position by the Contractor and City must receive the same paid holidays as full-time city staff and should the City be closed for inclement weather will receive the same benefit as full-time employees (e.g. If the employees are paid for that day or partial day the contractor will be paid the same.)

y) Proposals must have a plan for EEO training for all staff and management and supervisory training for all supervisors.

z) Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.

aa) Use only the address of Dunwoody City Hall and Dunwoody e-mail addresses for all City-related matters, including both incoming and outgoing mail.

bb) Prepare and provide to the City update reports submitted semi-annually and within 48 hours when requested by the City. All reports should document details of any subcontractor's work and the current status of specific key performance indicators established for each service area.

cc) Prepare and provide to the City annually (during the budget process), the strategic management plan for continued services in the specific service area managed by the Contractor.

dd) Maintain and update at least semi-annually the scope of work, listing specific services to be delivered in the service area managed by the Contractor.

ee) Designate an employee responsible for the proper maintenance of all City records in accordance with the City's records retention policy including both archival and destruction.

In addition, the Contractor(s) shall provide the specific services described in the sections following:

1.2 Public Works

The Department of Public Works is responsible for the management, development, safety, and maintenance of the City's roadways, parks, and stormwater systems. Its major functions include transportation planning, infrastructure maintenance management of the city's stormwater utility, emergency preparedness as it relates to public works functions, traffic engineering, and capital project management. The Public Works department is charged with providing high quality and responsive service to the residents and business owners of Dunwoody, including the on-call and maintenance staffs who strive to respond to citizen and community requests in a professional and timely manner. Currently, the Department maintains 150 centerline miles of roadway, and 65 linear miles of sidewalks, addressing issues such as:

- Repairing damaged curbs, gutters, catch basins, sidewalks and roadway paving
- Maintaining traffic lights and signs
- Maintaining rights-of-way by mowing grass and removing trash and debris
- Working closely with the regional, state, and federal agencies to assure that roads within Dunwoody are maintained and improved

1.2.1 General Requirements

Contractors responding to the Public Works scope of work shall perform the following services:

1.2.1.1 Provide services under the direction of the City Manager and/or Public Works Director or designee. The Public Works Director is a City employee.

1.2.1.2 Provide a full-time, on-site Acting Public Works Director during periods of leave and vacancy with the existing Public Works Director position, approved by the City, with full responsibility to manage all Public Works, and Stormwater staff necessary to properly perform the services, duties, and responsibilities set forth.

1.2.1.3 Provide the City with a primary contact to act as a liaison between the City and the Contractor.

1.2.1.4 Provide the City with a primary contact to act as a liaison between the City and the appropriate person at outside agencies (e.g. DeKalb Department of Watershed Management).

1.2.1.5 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.

1.2.1.6 Provide supervision of Contractor(s) staff providing Public Works Services

to ensure that all contractual requirements are performed effectively and efficiently. The City Public Works Director will provide day-to-day operational supervision for department staff.

1.2.1.7 Develop capital improvement plans for applicable Public Work service areas.

1.2.1.8 Provide, manage, and oversee ongoing project management, engineering, design, and maintenance for the operation as needed to meet the needs of the City.

1.2.1.9 Provide supervision of Contractors providing Public Works services to ensure that Contractors meet City performance standards.

1.2.1.10 Conduct all activities necessary to maintain a first class traffic system, including but not limited to, conducting necessary studies and implementation of traffic control improvements.

1.2.1.11 Conduct all activities necessary to maintain a street system plan, including but not limited to, the coordination, review, and management of all contracts for streets, sidewalks, and related projects.

1.2.1.12 Maintain the inventory of all transportation related assets, which shall include, but not be limited to, traffic signals, street signs, streetlights, guard rails, sidewalks, roads, curbs, gutters, traffic calming devices, stormwater catch basins and inlet structures. The City will provide the Contractor an asset inventory as of January 1, 2021 in a manageable electronic database format.

1.2.1.13 Respond to public requests and complaints in a timely and professional manner and keep the appropriate logs and tracking records of the resolution of all such requests and complaints.

1.2.1.14 Attend City meetings to represent Public Works as required and directed by the City Manager and/or Public Works Director.

1.2.1.15 Track, maintain, and report on key performance indicators established by the City for Public Works in a timely manner.

1.2.1.16 Identify and perform other Public Works assistance where the Contractor reasonably anticipates needs, which are not specifically set forth above.

1.2.2 Street Maintenance and Striping

The Contractor shall provide the following services:

1.2.2.1 Manager City's contractor responsible for maintenance and repair of all City Streets, including but not limited to, pothole repair, paving and striping as directed by the City.

1.2.2.2 Oversee the City's pavement management program.

1.2.2.3 Oversee all maintenance work in compliance with current Georgia Department of Transportation (GDOT) specifications.

1.2.2.4 Oversee unanticipated and emergency road repairs such as washouts, sinkholes and damage caused by vehicle accidents.

1.2.2.5 Conduct all activities necessary to maintain a first class roadway and bridge infrastructure system in accordance with national and state standards, including, but not limited to, overseeing necessary maintenance of all roadways and bridges, which shall include minor repairs, cleaning and repairs necessitated by storm events.

1.2.2.6 Respond to citizen inquiries and process requests using the City's work management system.

1.2.2.7 Coordinate emergency responses, as they relate to Public Works, to all weather-related events.

1.2.2.8 Identify and perform other street maintenance and striping responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.2.3 Traffic Signals, Street Signs and Street Lights

The Contractor shall provide the following services:

1.2.3.1 Provide traffic engineering services by staff holding sufficient expertise and experience to review and adjust signal timing, troubleshoot signals and review traffic plans.

1.2.3.2 Maintain the proper operation and ensure proper maintenance of all traffic signals, street signs and streetlights at all times within the City of Dunwoody.

1.2.3.3 Traffic signals shall be operational continuously and Contractor shall be responsible for coordinating emergency response to signal outages or malfunctions.

1.2.3.4 Coordinate the adjustment and/or alignment of signal heads for proper pedestrian and vehicular traffic.

1.2.3.5 Inspect signal timing and make adjustments as required. (The city will pay the labor and materials for a contract crew to repair signals and update signal timing plans. However, the City expects the Contractor to be able to identity whether a signal is malfunctioning, oversee required repairs and make minor timing adjustments.)

1.2.3.6 Oversee and manage the regular inspection and cleaning of traffic signal cabinets and equipment.

1.2.3.7 Oversee signal timing projects and equipment upgrades, and review

signal related elements of capital projects.

1.2.3.8 Monitor the City's traffic control city as needed to keep signal equipment and communications fully operational.

1.2.3.9 Respond to emergency traffic events and implement signal timing to mitigate traffic impacts.

1.2.3.10 Respond to citizen inquiries and process requests using the City's work management system.

1.2.3.11 Identify and perform other traffic signals, street signs, and streetlights responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.2.4 Sidewalks, Gutters and Related Street Areas

The Contractor shall provide the following services:

1.2.4.1 Oversee the maintenance and construction of any new sidewalks and curbing to ensure completion in accordance with standards as directly by the City (e.g. GDOT as well as applicable AASHTO and ASTM standards).

1.2.4.2 Maintain first class sidewalks, gutters, and related street areas including, but not limited to, overseeing all necessary maintenance and cleaning of the same as directed by the City.

1.2.4.3 Oversee the maintenance of the City's Rights-of-Way (ROW), including landscaping of median areas, and maintenance and upkeep of the City's streets and drainage systems consistent with the standards of the Department.

1.2.4.4 Respond to citizen inquiries and process requests using the City's work management system.

1.2.4.5 Identify and perform other sidewalks, gutters, and related street area responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.2.5 Traffic and Transportation Engineering

The Contractor shall provide the following services:

1.2.5.1 Review and update the inventory of the City's existing road conditions and review the re-paving plan, the long-term schedule, and the associated annual costs.

1.2.5.2 Review and revise the existing striping plan and the associated schedule and projected yearly costs.

1.2.5.3 Monitor the existing traffic signal system and create an annual schedule

for all required updates.

1.2.5.4 Maintain communications with the Perimeter Community Improvement Districts (PCID) in accordance with their Memorandum of Understanding.

1.2.5.5 Work with the community and the PCID to set public space standards for all Dunwoody commercial areas.

1.2.5.6 Continuously explore methods of improving traffic flow in a non-grid environment.

1.2.5.7 Review and if applicable, revise plans to provide appropriate infrastructure to enhance the traffic flow of pedestrians and cyclists.

1.2.5.8 Manage the city's traffic calming program using current best practices.

1.2.5.9 Utilize the latest GIS equipment and technology to review and update transportation infrastructure and pavement condition data.

1.2.5.10 Analyze, evaluate, and synthesize all the above transportation elements into the existing Comprehensive Transportation Plan as appropriate.

1.2.5.11 Identify and perform other traffic and transportation engineering responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.2.6 Stormwater

The Contractor shall provide the following services:

1.2.6.1 Provide a stormwater utility manager approved by the City, with full responsibility to manage and perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved manager without written approval from the City, such approval will not be unreasonably withheld. (The Contractor is fully responsible for hiring and firing of personnel assigned to this contract. The City may request from time to time that personnel be removed from the contract and replaced. Contractor will be responsible for identifying suitable candidates able to provide the scope of services outlined in the contract. The City, at its discretion, may request an opportunity to review potential candidates and/or interview candidates prior to offers being made.) – See Section 2.1(g) regarding staff reassignments.

1.2.6.2 Provide ongoing engineering, design, and management of the maintenance of stormwater systems, as needed, to meet the needs of the City in accordance with all applicable standards and as directed by the City.

1.2.6.3 Review, update, and implement all necessary policies, protocols, rules, and regulations necessary to meet or exceed the City's stormwater

requirements under applicable, federal, state, and local laws, including, but not limited to, federal clean water requirements and State of Georgia National Pollutant Discharge Elimination Standards (NPDES) permitting and compliance.

1.2.6.4 Prepare and submit stormwater management plans, permit updates and annual reports to the Georgia Environmental Protection Division and achieve compliance.

1.2.6.5 Integrate activities when applicable with Planning and Zoning and other departments as necessary. Review hydrology reports and stormwater management plans for development projects.

1.2.6.6 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.

1.2.6.7 Identify, document and, if deemed applicable by the City, implement water conservation practices and methods.

1.2.6.8 Create, maintain, store, and retrieve available documents that are necessary for the effective implementation and operation of the City's stormwater requirements under applicable, local, state, and federal laws.

1.2.6.9 Prepare the parcel level data necessary to calculate the billing data for stormwater customers and communicate the calculations to the appropriate parties in a timely manner.

1.2.6.10 Conduct post construction stormwater enforcement as necessary.

1.2.6.11 Maintain and update the City's stormwater infrastructure GIS database.

1.2.6.12 Respond to citizen inquiries and process requests using the City's work management system.

1.2.6.13 Identify and perform other stormwater responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

2.2.7 Capital Project Management

2.2.7.1 Preconstruction

2.2.7.1.1 Provide a Professional Engineer licensed in Georgia and all necessary support to coordinate all aspects of preconstruction for assigned capital projects included but not limited to:

- Prepare and review project budgets and schedules
- Design consultant selection
- Public involvement

- Communication with the public and city council
- Design review
- Utility coordination
- Rights-of-way acquisition
- Permitting
- Bid preparation

2.2.7.1.2 Provide technical support for other public works initiatives as needed.

2.2.7.2 Construction

2.2.7.2.1 Provide construction project management plan for certain infrastructure and parks capital projects and to be the point of contact for all communications between the city, the contractor, design engineer, materials testing company, adjacent property owners and other affected parties.

2.2.7.2.2 Ensure compliance with the contract documents and city standards and specifications

2.2.7.2.3 Manage materials testing contracts.

2.2.7.2.4 Conduct preconstruction and project meetings. Prepare meeting agendas and minutes.

2.2.7.2.5 Maintain a daily presence on active construction sites. Monitor the contractor's progress and enforce all requirements of applicable codes, contract documents and city standards and specifications. Take photographs.

2.2.7.2.6 Review and monitor the construction schedule.

2.2.7.2.7 Review and process contractor progress payments for approval by Public Works Director.

2.2.7.2.8 Perform all construction administrative activities including correspondence and document control.

2.2.7.2.9 Coordinate all aspects of the departmental procurement process including, but not limited to review, comment and facilitate responses to requests for information, evaluate and negotiate change orders, prepare the scope of work for requests for qualifications, proposals and bids, conduct pre-proposal meetings, respond to questions and coordinate with the city purchasing manager, review proposals, bids and pay applications, and manage construction contracts, schedules and budgets for capital projects.

2.2.7.2.10 Document changes to the design and coordinate as-built drawings.

2.2.7.2.11 Conduct technical reviews of construction documents.

2.2.7.2.12 Provide coordination and review of contractor's staging and detour plans.

2.2.7.2.13 Coordinate communications to the public with the city's public relations staff.

2.2.7.2.14 Provide final inspection services and project closeout activities.

2.2.7.2.15 Provide post-construction services as needed for project closeout and warranty issues.

2.2.7.2.16 Maintain production reports reflecting time and other costs dedicated to individual capital projects.

2.2.8 Utility Coordination

2.2.8.1 Maintain contacts with all utility companies located within City right of way.

2.2.8.2 Notify utility contacts when citizen complaints are received by the city.

2.2.8.3 Review utility encroachment permits submitted for utility work in City right of way.

2.2.8.4 Coordinate with utility companies regarding City infrastructure projects including conducting quarterly utility coordination meetings.

2.2.8.5 Oversee utility work in the public right of way for compliance with City standards and regulations.

2.2.9 Emergency Preparedness

As it relates to Public Works functions, the Contractor shall provide the following services:

2.2.9.1 Review, revise and implement policies and guidelines, and coordinate, operate and maintain the City's emergency preparedness program in accordance with all applicable, federal, state, and local laws, as well as prudent local government practices.

2.2.9.2 Integrate and coordinate all emergency preparedness operations in conjunction with Homeland Security, Emergency 911, FEMA, GEMA, and NIMS as it relates to Public Works activities.

2.2.9.3 Assist the Police Department with chains or other traction devices (to the extent requested) in the event of a snow or ice storm, which may impair the traction of Police or other City vehicles.

2.2.9.4 Identify and perform other emergency preparedness responsibilities, as

related to Public Works, where the firm reasonably anticipates needs, which are not specifically set forth above.

1.3 Finance and Administrative Services

The City of Dunwoody Finance and Administration Department is responsible for all financial operations, contract administration, administrative and facility services. Currently the City bills around 2,400 occupation and excise taxpayer businesses annually. The Department's mission is to provide all stakeholders in a transparent and efficient manner with professional, courteous, and reliable services that are timely and accurate.

The services provided by the Finance and Administration Department include:

- Administrative Assistance and Reception
- Accounting
- Budgeting Services
- Revenue Control
- Purchasing Services
- Risk Management

1.3.1 General Requirements

Contractors responding to the Finance and Administrative scope of work shall perform the following services:

1.3.1.1 Identify and perform Finance and Administrative assistance where the firm reasonably anticipates needs, which are not specifically set forth below.

1.3.1.2 Provide services under the direction of the City Manager and/or City Finance Director or designee. The Finance Director is a City employee.

1.3.1.3 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.

1.3.1.4 Provide supervision of Contractor(s) staff providing Finance and Administrative Services to ensure that all contractual requirements are performed effectively and efficiently. The City Finance Director will provide day-to-day operational supervision for department staff.

1.3.1.5 Provide a full-time, on-site Acting Finance Director during periods of leave and vacancy with the existing position, approved by the City, with full responsibility to manage all Finance staff necessary to properly perform the services, duties, and responsibilities set forth

1.3.1.6 Provide additional staffing resources on an as needed basis to support the

City, such as during financial audits, website updates and special projects.

1.3.1.7 Provide employees that are proficient with the software utilized by the Finance and Administrative Department. This, at a minimum, includes the Microsoft Office Suite.

1.3.1.8 Adhere to all established internal controls and procedures.

1.3.1.9 Perform roles related to facility management including, but not limited to, small repairs at City Hall, maintenance of building equipment such as door locks and key assignments and coordination with property management.

1.3.1.10 As it relates to Finance and General Administrative Services functions, track, maintain and report on key performance indicators established by the City in consultation with the Contractor in a timely manner.

1.3.1.11 Have included in their staffing a fulltime Certified Public Account or Certified Public Financial Officer at all times.

1.3.2 Administrative Assistance and Reception

The Contractor shall provide the following services:

1.3.2.1 Provide dedicated clerical and administrative support for the office of the City Manager, as well as clerical and administrative support for elected officials and the City Finance Director.

1.3.2.2 Receive and screen visitors and telephone calls at the reception station to be staffed by the firm at all times during the City's business hours (currently 8 am – 5 pm except for holidays), providing first-tier responses to customer inquiries.

1.3.2.3 Coverage for the City's front desk reception area can use other full-time contracted staff to cover the desk for short breaks during the day; but for extended period of times, such as and including lunch hours, the desk should not be covered using contracted staff dedicated to full time equivalent positions in other areas. Exceptions can be made by the City Manager or his/her designee for emergencies.

1.3.2.4 Ascertain the need of visitors and callers, and direct the person to the proper department or person within the municipality to meet his/her needs.

1.3.2.5 Collect and sign for all incoming and outgoing mail or express packages and maintain a log of packages, monetary receipts, carrier, sender, and recipient.

1.3.2.6 Maintain and post calendars and agendas for the City Clerk, City Manager, Mayor and City Council, as well as other City boards, commissions and

teams.

1.3.2.7 Coordinate travel arrangements as required under the City's travel policy for the City Manager, Mayor, City Council, and other staff as necessary.

1.3.2.8 Provide dedicated administrative support and services to the City Manager's departmental staff to provide relief from the management of administrative details. Screen visitors and callers to minimize unproductive and/or unnecessary interruptions.

1.3.2.9 Compose correspondences and respond to general inquires on behalf of the City Manager.

1.3.2.10 Type, proofread, edit and format meeting transcriptions and other formal correspondence.

1.3.2.11 Attend all City Council meetings and hearings and other meetings, as directed by the City Manager or designee.

1.3.2.12 Respond to all inquiries as directed.

1.3.2.13 Provide and maintain access to data to other City contract providers as necessary.

1.3.2.14 Coordinate and assist various [internal] events such as holiday luncheon and teambuilding activities.

1.3.2.15 Identify and perform other administrative assistance and reception where the firm reasonably anticipates needs, which are not specifically set forth above.

1.3.3 Administrative Assistance to the City Clerk

1.3.3.1 Provide services under the direction of the City Manager and/or City Clerk or designee. The City Clerk is a City employee appointed directly by Council.

1.3.3.2 Provide dedicated, full-time, on-site clerical and administrative support for the office of the City Clerk.

1.3.3.3 Maintain and administer the City's system of archiving documents, records, and contracts for all City departments at the direction of the City Clerk, protecting the integrity of all public records in accordance as set forth in the Official Code of Georgia Annotated (OCGA).

1.3.3.4 Maintain and administer the City's document imaging system and records retention management.

1.3.3.5 Format, print, route and store ordinances, and resolutions for the City Clerk.

1.3.3.6 Manage, document and respond appropriately to open records requests on behalf of the City as directed by the City Clerk.

1.3.3.7 Duplicate and distribute materials for City meetings.

1.3.3.8 Organize and store City contracts as directed by the City Clerk.

1.3.3.9 Post public notices as directed.

1.3.3.10 Ensure compliance with all open records and open meeting laws as set forth in the OCGA and assist the City Clerk during meetings by taking attendance and recording motions and votes. The dedicated staff for the City Clerk is expected to attend all City Council meetings.

1.3.3.11 Perform City Clerk's responsibilities upon the City Clerk's absence.

1.3.3.12 Assist in the coordination of municipal and special elections, disclosure requirements, and qualifications, including, but not limited to, addressing polling station issues, preparation of ballot questions, or any other related issues arising from election matters.

1.3.4 Accounting

The Contractor shall provide the following services:

1.3.4.1 Provide a full-time qualified manager of all Accounting staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manager without written approval of the City, which approval will not be unreasonably withheld. – See Section 2.1(g) regarding staff reassignments.

1.3.4.2 Maintain all financial records for the City and component units and joint ventures of the City in accordance with applicable laws, guidelines, standards and best practices for municipal accounting, including, but not limited to, General Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB), best practices and advisories of the Governmental Finance Officers Association (GFOA) and the City's accounting manual.

1.3.4.3 Produce and deliver to the City Finance Director in a timely manner any and all financial information and reports as requested by the City Finance Director.

1.3.4.4 Assist in developing and implementing the policies and procedures established by the City Finance Director for the withdrawal/transfer and disbursement of City funds, promotion of internal controls and reporting of financial information.

1.3.4.5 Process all invoices presented with proper approval for payment, process only invoices presented with proper approval.

1.3.4.6 Promptly identify and pay all City bills and obligations, including payroll, in accordance with Georgia law and sound business practices.

1.3.4.7 Properly code and record all financial transactions of the City under the direction of the City Finance Director.

1.3.4.8 Prepare and review journal entries, direct pays and wire transfers.

1.3.4.9 Maintain capital asset records.

1.3.4.10 Maintain accounting subsidiary ledgers and supporting schedules to support account balances in the general ledger.

1.3.4.11 Maintain cash and investments in accordance with approved investment policies and applicable laws.

1.3.4.12 Identify and maintain records and accounting for all grants and capital projects.

1.3.4.13 Prepare responses for surveys for other governmental agencies and authorities as directed by the City Finance Director.

1.3.4.14 Assist the City Finance Director and City Clerk with contract administration and supervision of contracts and agreements.

1.3.4.15 Assist the City Finance Director with obtaining financing when necessary.

1.3.4.16 Prepare monthly financial reports for the City Finance Director's review in order to distribute to City Council by the fifteenth of the following month as required by the City Charter (as codified).

1.3.4.17 Identify and analyze financial trends and variances and report them to the City Finance Director.

1.3.4.18 Compile operating and financial data to assist with the preparation of the annual budget.

1.3.4.19 Prepare all required annual reports including the City's Comprehensive Annual Finance Report (CAFR) to be delivered to the Department of Audits within the requirements and deadlines established in OCGA.

1.3.4.20 Prepare a Popular Annual Financial Report (PAFR) under the requirements and guidelines published by GFOA and internal deadline requirements.

1.3.4.21 Coordinate and cooperate with external auditors and provide requested information and reports for year-end and interim reporting.

1.3.4.22 Document all accounting procedures and processes as well as perform tests and walk-throughs to ensure sound accounting procedures and processes.

1.3.4.23 Identify and develop a staff "Super User" of the City's financial accounting system to train and instruct City staff on the proper use of the software and processes.

1.3.4.24 Maintain a tickler file of all reports and deadlines completed by the City

regularly.

1.3.4.25 Identify and perform other accounting responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.3.5 Budgeting Services

The Contractor shall provide the following services:

1.3.5.1 Comply with all requirements of the City Charter (as codified) specifying the requirements of budgeting for the City, including, but not limited to, Sections 5.02, 5.03 and 5.04.

1.3.5.2 Comply with all requirements of the budget policy as approved or amended from time to time by the Mayor and City Council and recommend amendments to the policy as needed and identified.

1.3.5.3 Assist the City Finance Director and City Manager as directed with budget preparation and preparation of reports and schedules.

1.3.5.4 Monitor City expenditures and prepare analytical reviews as directed.

1.3.5.5 Meet with department heads when directed and review preliminary budgets prior to developing the final City budget.

1.3.5.6 Assist departments throughout the year in managing budgetary thresholds. Prepare, with assistance from Marketing and Public Relations, an attractive and professional annual budget book for submission to GFOA's award program. The document shall include all required and suggested components indicated by GFOA.

1.3.5.7 Prepare, maintain, and update the 5-year Capital Improvement Program budget, when requested.

1.3.5.8 Prepare ongoing cash flow analysis, financial reports, planning models and trend analysis to assist in short, and long term financial planning as directed by the City Finance Director.

1.3.5.9 Serve as a liaison with all City departments on budget preparation and administration.

1.3.5.10 Provide materials, schedules, and other documentation for all budget meetings, hearings and public meetings.

1.3.5.11 Identify and perform other budget responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.3.6 Revenue Control

The Contractor shall provide the following services:

1.3.6.1 Maintain and improve, where possible, the City's processes and procedures that identify, record and secure all City revenues.

1.3.6.2 Maintain all revenue control records for the City and component units and joint ventures of the City in accordance with applicable laws, guidelines, standards, and best practices for municipal accounting, including, but not limited to, General Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB) and best practices and advisories of the Governmental Finance Officers Association (GFOA).

1.3.6.3 Produce and deliver to the City Finance Director in a timely manner any and all revenue control information and reports as requested by the City Finance Director.

1.3.6.4 Coordinate collection of all City-collected fees received by other departments.

1.3.6.5 Reconcile cash receipts collected daily and prepare daily deposits for the bank.

1.3.6.6 Identify record and report relevant accounting performance measurements.

1.3.6.7 Document all revenue control procedures and processes as well as perform tests and walk-throughs to ensure sound revenue control procedures and processes.

1.3.6.8 Identify and develop a staff "Super User" of the City's revenue control processes to train and instruct City staff on the proper use of the software and processes.

1.3.6.9 Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standard changes.

1.3.6.10 Identify and perform other revenue control responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.3.7 Purchasing Services

The Contractor shall provide the following services:

1.3.7.1 Comply with all requirements of the City Charter (as codified) specifying the requirements of procurement of the City, including, but not limited to, Sections 5.05 and 5.06.

1.3.7.2 Comply with all requirements of the Purchasing Policy as approved or amended from time to time by the Mayor and City Council, as well as

recommend amendments to the policy as needed and identified.

1.3.7.3 Manage and maintain the requisition and purchasing process in compliance with applicable laws and the adopted purchasing policy.

1.3.7.4 Monitor departmental expenditures against available budget for purchases.

1.3.7.5 Maintain all purchasing records for the City and component units and joint ventures of the City in accordance with applicable laws, guidelines, standards and best practices for municipal accounting, including, but not limited to, General Accepted Accounting Principles (GAAP), pronouncements of the Governmental Accounting Standards Board (GASB) and best practices and advisories of the Governmental Finance Officers Association (GFOA) and/or the National Institute of Governmental Purchasing (NGIP.)

1.3.7.6 Produce and deliver to the City Finance Director in a timely manner any and all purchasing information and reports as requested by the City Finance Director.

1.3.7.7 Identify and take advantage of all available discounts through purchases or competitive contracts with other governments for City purchases.

1.3.7.8 Prepare and maintain contracts and contract files, while also coordinating with the City Clerk for proper maintenance of City contracts.

1.3.7.9 Manage and maintain vendor information and registration within the City's financial reporting system.

1.3.7.10 Evaluate vendor performance, addressing vendor performance issues and removing vendors from eligible list when issues are not resolved. This includes, but is not limited to, preparing a contract compliance checklist for every formal procurement and ensuring its timely completion during the term of each contract.

1.3.7.11 Manage and maintain the City's procurement.

1.3.7.12 Prepare solicitations and oversee the competitive procurement process for projects funded through the City.

1.3.7.13 Coordinate, as needed, with the City Attorney on issues that may arise during the procurement process.

1.3.7.14 Prepare, manage, and oversee competitive procurement processes, including coordination with other City departments.

1.3.7.15 Reconcile encumbrances to the general ledger as requested by accounting.

1.3.7.16 Maintain inventory of all furniture, fixtures, supplies, and equipment that do not qualify as capital assets.

1.3.7.17 Document all purchasing procedures and processes as well as perform tests and walk-throughs to ensure sound purchasing procedures and processes.

1.3.7.18 Identify and perform other purchasing responsibilities where the Contractor reasonably anticipates needs, which are not specifically set forth above.

1.3.8 Risk Management

The Contractor shall provide the following services:

1.3.8.1 Design, implement, manage, document, and maintain a citywide risk management program.

1.3.8.2 Design, implement, manage, document, and maintain an organized and scheduled safety-training program to assist departments on risk management program processes and risk-reduction procedures.

1.3.8.3 Design, implement, manage, document, and maintain a risk management claims review process.

1.3.8.4 Recommend and advise the City's Finance Director of the appropriate amounts and types of insurance.

1.3.8.5 Assist in the procurement of all necessary insurance.

1.3.8.6 Process and assist in the investigation of insurance claims, coordinating with legal representation as needed.

1.3.8.7 Review insurance policies and coverage amounts of contractors and make recommendations for changes.

1.3.8.8 Document all risk management procedures and processes as well as perform tests and walk-throughs to ensure sound risk management procedures and processes.

1.3.8.9 Identify, record and report key performance indicators relevant to risk management.

1.3.8.10 Identify and perform other risk management responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.3.9 Liaison with Financial System Provider

The Contractor shall provide the following services:

1.3.9.1 Designate one or more individuals to act as superusers with the City's financial system provider, currently Tyler Technology.

1.3.9.2 Compile weekly reports to the Finance Director of all outstanding issues with the vendor and potential paths to resolution.

1.3.9.3 Liaison with the City's Information Technology provider to develop both a short-term (one year) and long term (two to five years) to improve the City's financial system.

1.3.9.4 Develop financial reports extracted from the system and train departmental users in how to run them.

1.4 Planning and Zoning

The goal of the Planning and Zoning Department is to promote and protect the City through planning and development practices while providing professional and efficient customer service. The Planning and Zoning Department is responsible for working with the citizens of Dunwoody, Boards, and Commissions, the development community and the elected officials while managing current and long-range planning, and land development.

1.4.1 General Requirements

Contractors responding to the Planning and Zoning scope of work shall perform the following services:

1.4.1.1 Provide services under the direction of the Community Development Director or designee. The Community Development Director is a City employee.

1.4.1.2 Provide a full-time, on-site Acting Community Development Director during periods of leave and vacancy with the existing position, approved by the City, with full responsibility to manage all Planning and Zoning Department as well as Inspections and Permitting staff necessary and proper to perform the services, duties, and responsibilities set forth.

1.4.1.3 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.

1.4.1.4 Provide a supervision of Contractor(s) staff providing Planning & Zoning Services to ensure that all contractual requirements are performed effectively and efficiently. This may be accomplished with a Deputy Director (full-time). The City Community Development Director will provide day-to-day operational supervision for department staff.

1.4.1.5 Develop capital improvement plans for applicable Planning and Zoning service areas.

1.4.1.6 Provide ongoing engineering, design and maintenance oversight for the operation of all systems, as needed to meet the needs of the City.

1.4.1.7 Provide supervision of Contractors and consultants providing Planning and Zoning services to ensure that all contractual requirements are performed effectively and efficiently.

1.4.1.8 Verify and update all information provided or obtained from other sources.

1.4.1.9 Attend City meetings to represent Planning and Zoning as required and directed by the City.

1.4.1.10 Track, maintain, and report in a timely manner on key performance indicators for Planning and Zoning established by the City in consultation with the Contractor.

1.4.1.11 Identify and perform other Planning and Zoning assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

1.4.2 Planning and Zoning Services

The Contractor shall provide the following services:

1.4.2.1 Staff (as needed to meet the requirements herein) and maintain the Planning and Zoning Department for the City.

1.4.2.2 Regularly provide updated information to builders and developers regarding policies and procedures adopted by the City related to land use planning within the city.

1.4.2.3 Provide information to the public as it relates to all land development activities within the City.

1.4.2.4 Manage the development, maintenance and updating of land use and zoning maps as required by state and local agencies.

1.4.2.5 Review, revise, and update policies and procedures manual which outlines all planning and zoning activities, and develops schedules and time frames for processing all land development activities (including zoning).

1.4.2.6 Regularly inform key City officials of all relevant and applicable zoning and/ or planning issues.

1.4.2.7 Review, revise, develop, and implement, in coordination with the City Manager, procedures for the issuance of certificates of use. Contractor shall verify that all business license applications meet the City's zoning codes prior to their issuance by the Finance and Administration department.

1.4.2.8 Provide support and assistance for updates to the City’s zoning code.

1.4.2.9 Provide the services of a trained and qualified Arborist.

1.4.2.10 Develop Request for Proposals (or other formal solicitations) when directed by the City.

1.4.2.11 Provide full support for all boards, committees, and advisory groups established by Council including, but not limited to, , Construction Board of Adjustments and Appeals, Design Review Advisory Committee, Planning Commission, Sustainability Commission, and Zoning Board of Appeals.

1.4.2.12 Develop recommendations on how to improve the operations of all boards, committees, and advisory groups served by Planning and Zoning.

1.4.2.13 Identify and perform other planning and zoning responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.4.2.14 Provide for plats, land disturbance, buildings, architectural, engineering, fire, signs, and any other plan review in 7 (seven) calendar days on the first submittal by the design professional, 5 (five) days on the second review and 3 (three) days on the third review.

1.5 Information Technology

The Information Technology Department is responsible for maintaining, supporting, engineering, and updating the City's IT infrastructure and all communication systems. The City of Dunwoody owns all systems and software currently utilized by City employees. The local area network is TCP/IP based and IPV6 compatible. The computer network is based on Microsoft Windows servers including Exchange and SQL. Computers are Microsoft Windows based and are loaded with the Microsoft Office Professional Suite. The IT Department manages the City's website and the content within. Furthermore, the IT Department provides 24/7 troubleshooting assistance to users of the system as necessary (Police). See Appendix C for a complete list of the hardware and IT systems utilized by the City of Dunwoody.

1.5.1 General Requirements

Contractors responding to the Information Technology scope of work shall perform the following services:

1.5.1.1 Provide ongoing engineering, design and maintenance oversight for the operation of all systems, as needed to meet the needs of the City.

1.5.1.2 Provide services under the direction of the City Manager or designee.

1.5.1.3 Provide an Information Technology Manager, approved by the City, with full responsibility to manage all Information Technology Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved Manager without written approval of the City, which approval will not be unreasonably withheld. – See Section 2.1(g) regarding staff reassignments.

1.5.1.4 Provide mid-to-upper level specialist support primarily (but not solely) responsible for the design and implementation of Public Safety systems, and providing technical assistance to IT team members with the proper integration and support of Public Safety systems.

1.5.1.5 Provide the City with a primary contact who shall be available to the City in person as needed or by telephone on a twenty-four (24) hour basis, seven (7) days a week.

1.5.1.6 Provide supervision of subcontractors providing Information Technology services to ensure that subcontractors perform all contractual requirements effectively and efficiently.

1.5.1.7 Track, maintain, and report in a timely manner on key performance indicators for IT services established by the City in consultation with the Contractor

1.5.1.8 Identify and perform other Information Technology assistance where the

firm reasonably anticipates needs, which are not specifically set forth above.

1.5.2 Information Technology Infrastructure

The Contractor shall provide the following services:

1.5.2.1 Provide purchasing assistance, install, configure, and maintain any additional hardware and software required to satisfy all City's operational needs.

1.5.2.2 Assist, administer, and troubleshoot the City's website. The City will pay for major upgrades and maintenance separately.

1.5.2.3 Maintain and regularly update hardware and software utilized by the City for efficient service delivery and administrative functions. Hardware includes, but is not limited to, desktop computers, laptop computers, peripherals, cell phones, mobile devices, copiers, printers, scanners, faxes, plotters, cameras, projectors, and audio recorders. Software includes, but is not limited to, systems for accounting, human resources, work order tracking, public works, capital planning, court management, police force, agenda and document management, and geospatial information system (GIS) integration.

1.5.2.4 Provide the expertise for planning, installation, configuration, and maintenance of all City IT systems to ensure that systems are interoperable and continuity is maintained during turnover of City personnel and Contractors. Contractor shall develop/update an IT Strategic Plan annually during the budget preparation process (currently mid-year).

1.5.2.5 Manage the inventory and licensing of all IT assets and report discrepancies to the City Finance Director.

1.5.2.6 Maintain software and hardware interoperability among users and systems. The local area network is TCP/IP based and IPV6 compatible. The computer network is based on Microsoft Windows servers including Exchange and SQL. Computers are Microsoft Windows based and are loaded with the Microsoft Office Professional suite.

1.5.2.7 Maintain an appropriate replacement program for all computers and equipment. The City covers all hard costs for replacement of hardware and software. Provide cost budgets for any IT project, including replacement projects, when the cost is anticipated to exceed $10,000.

1.5.2.8 Provide all users with email for internal and external communications, common contact lists, and scheduling.

1.5.2.9 Maintain disaster recovery and IT business continuity plans and ensure that compliance is periodically validated.

1.5.2.10 Provide 24/7 troubleshooting for all Citywide IT systems.

1.5.2.11 Develop request for proposals when directed by the City.

1.5.2.12 Archive and retrieve all emails to comply with open records requests.

1.5.2.13 Provide for the centralized, electronic storage of the City's documents. Provide virtual private network (VPN) connectivity for remote users.

1.5.2.14 Maintain all communications systems including VOIP, VOIP Fax, VPN and wireless systems. Maintain local area network switches, cabling, and patch cords for communications, networking, and data sharing.

1.5.2.15 Administer network accounts and resource level security to systems, services, applications, databases, email, documents, and printers.

1.5.2.16 Administer network services including, but not limited to, Active Directory, *Dynamic Host Configuration Protocol* (*DHCP*), *Domain Name System* (*DNS*), R*emote Procedure Call* (*RPC*), *Internet Information Services* (*IIS*), and Print.

1.5.2.17 Provide general software user support and coordinate support with software providers when needed.

1.5.2.18 Administer the Microsoft SQL server and provide connectivity to City applications requiring database storage and services. Coordinate the procurement, installation, configuration, and maintenance of all databases required of municipalities in the State of Georgia by any governmental agencies.

1.5.2.19 Upon request, provide schema and any database data in a standard SQL format for importation into a non-contractor database.

1.5.2.20 Identify and perform other IT infrastructure responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.5.3 Security Component for Information Technology

The Contractor shall provide the following services:

1.5.3.1 Maintain the numerous security components that must be addressed including: ensure data security and integrity with nightly backups; provide anti-virus, anti-malware, anti-spam, and patch management; provide firewall protection for the local area network; provide a virtual private network connectivity for remote users; and administer network accounts and resource level security to systems, services, applications, databases, email, documents, and printers.

1.5.3.2 Provide technical solutions such as SSL to secure all Internet

communications to protect the privacy of the citizens of Dunwoody and the integrity of its software systems. Additionally, the Contractor will be responsible for ensuring security for new City software systems including, but not limited to, finance, personnel, municipal court, and public safety.

1.5.3.3 Ensure data security and integrity with a nightly backup (with offsite storage) and the ability to restore from a central location.

1.5.3.4 The backup site does not have to be hot. A reasonable expectation for the restoration of documents and emails is two hours and restoration of services within four hours.

1.5.3.5 Provide firewall protection for the local area network.

1.5.3.6 Identify and perform other IT security management responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.5.4 Geographical Information System (GIS)

The Contractor shall provide the following services:

1.5.4.1 Manage the existing GIS system as well as for the service, update and maintenance of the GIS databases on not less than a monthly basis.

1.5.4.2 Review data contained within the existing GIS system, and coordinate with all other necessary City personnel to obtain pertinent data to be included within the GIS. Determine necessary documentation as well as coordinate and implement the physical retrieval, reproduction, and storage of the transferred records.

1.5.4.3 Maintain one employee available during business hours capable of operating, printing, and extracting information, including maps, from the GIS System in a timely manner as directed by the City Manager or department head.

1.5.4.4 Provide the public with access to limited City GIS files through the City website as directed.

1.5.4.5 Maintain, develop, implement, and improve GIS standards, policies, and procedures.

1.5.4.6 Maintain all existing and future GIS data layers.

1.5.4.7 Develop new data layers and maps requested by the City or its contractors to meet business needs.

1.5.4.8 Provide any GIS related information and/or data in response to requests and needs of City personnel as well as any IT Department employees who may be engaged in City of Dunwoody Planning and Zoning projects.

1.5.4.9 Identify and perform other GIS related responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.6 Permitting and Inspections

Providing top quality facilities to live and conduct business is a key goal of the City of Dunwoody, which prompted the City to creating a standalone Permitting and Inspection Department. This Department processes all building and special event permits, provides building inspections, fire services and provides code enforcement (compliance) services. The City believes that this combination of services should reduce the number of code offenders, while decreasing expenses and time required for correcting code violations.

In 2019, the City of Dunwoody conducted 4,769 inspections for numerous locations including, new buildings, additions, residential work, commercial work, renovations, electrical systems, plumbing systems replacement of water heaters, water lines and drains, and HVAC (heating, ventilating, and air-conditioning systems). In addition, the City processed 1,467 permits for Land Disturbance Permits, Commercial or Multi-Family Residential, Single-Family Residential, and Roof Replacements. The City's fee schedule is viewable at:

http://dunwoodyga.gov/index.php?section=departments_community_development_permits_fee_schedule

1.6.1 General Requirements

Contractors responding to the Permitting and Inspections scope of work shall perform the following services:

1.6.1.1 Provide services under the direction of the Community Development Director or designee. The Community Development Director is a City employee.

1.6.1.2 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.

1.6.1.3 Provide supervision of Contractor(s) staff providing Permitting and Inspection Services to ensure that all contractual requirements are performed effectively and efficiently. The City Community Development Director will provide day-to-day operational supervision for department staff.

1.6.1.4 Verify and update all information provided or obtained from other sources.

1.6.1.5 Review, update, develop, and implement, in coordination with the Community Development Director, a plan for an on-going Code Enforcement department process for the City.

1.6.1.6 Permitting and Inspections Department will remedy violations on City Right of Ways as well as private and commercial property. The enforcement officer shall be responsible for enforcing ordinances as directed by the City.

1.6.1.7 Coordinate with City of Dunwoody Planning and Zoning Department to ensure uniform application of codes and acquisition of any state and federally mandated certifications.

1.6.1.8 Enforce housing code standards.

1.6.1.9 Issue permits for special events at the direction of the Planning and Zoning Department and collect permit fees.

1.6.1.10 Maintain system of standards for taxi and limousine licensing and compliance; including periodic review of standards for improvements and modifications.

1.6.1.11 Provide advice and guidance to City staff, advisory groups, boards, and commissions on issues related to permits and inspections.

1.6.1.12 Track, maintain, and report in a timely manner on key performance indicators established by the City in consultation with the Contractor for the Permitting and Inspections.

1.6.1.13 Identify and perform other Permitting and Inspections assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

1.6.1.14 Provide for plats, land disturbance, buildings, architectural, engineering, fire, signs, and any other plan review in 7 (seven) calendar days on the first submittal by the design professional, 5 (five) days on the second review and 3 (three) days on the third review.

1.6.2 Building Permitting and Inspection

The Contractor shall provide the following services:

1.6.2.1 The Building Permitting and Inspections services shall include, establishing, staffing, and maintaining the Inspections and Permitting Departments for the City.

1.6.2.2 Review, revise, develop, and implement, in coordination with the Community Development Director, the City's existing plan review and permitting process.

1.6.2.3 Maintain the City of Dunwoody's status as Local Issuing Authority (LIA) registered with the State of Georgia. Contractor shall include a fee schedule for the proposed plan review and permitting process, which the

City could adopt as necessary. Review, revise develop and implement, in coordination with the City, the City's existing building permitting process for the City including response time standards.

1.6.2.4 Perform inspections and accurate compliance of the City of Dunwoody Building and City codes to ensure that every new and renovated building's design documents meet the building and trade codes.

1.6.2.5 Review, revise, develop, and implement, in coordination with the City, the outlined plan for the City to conduct soil erosion and sedimentation control inspections for the City in accordance with the State of Georgia NPDES.

1.6.2.6 Review, revise, update, and develop a system of standards for City signage and issue all required Signage permits for temporary and permanent signage at the direction of the Planning and Zoning Department and collect permit fees as appropriate.

1.6.2.7 Collect permit fees and issue all building, construction, plumbing, electrical, HVAC, soil erosion, land disturbance permits and all other related permits; in conjunction with the Planning and Zoning Department.

1.6.2.8 Manage and maintain Permits and Inspection data and integrate it into the City of Dunwoody database regularly.

1.6.2.9 Manage and maintain the web accessible database and filing system, record retention program, and schedule for Permits and Inspections Documents that allows permit applicants to check status of Permits and Inspections via the Internet.

1.6.2.10 Review, revise, and update the current methods used to incorporate Energy Efficient and sustainable Leadership in Energy & Environmental Design (LEED) standards into the permit and inspection process.

1.6.2.11 Identify and perform other building permitting and inspection responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.6.2.12 Provide for a Building Official (full time) who oversees the activities of the Permit and Inspection staff

1.6.3 Code Compliance

The Contractor shall provide the following services:

1.6.3.1 Ensure that the City meets housing codes.

1.6.3.2 Review and revise, in coordination with the City, a plan for an on-going code compliance process for the City.

1.6.3.3 The code compliance department shall prevent and remedy violations on City right of ways, as well as private and commercial properties. The code enforcement officers shall be responsible for enforcing City and State ordinances as directed by the City.

1.6.3.4 Coordinate with the City's Planning and Zoning Department to ensure uniform application of codes and acquisition of any state and federally mandated certifications.

1.6.3.5 Issue permits for special events at the direction of the Planning and Zoning Department, and collect permit fees.

1.6.3.6 Identify and perform other code compliance responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.6.3.7 Code enforcement officers may be required to work on the weekend as well as during the week.

1.6.3.8 All complaints for code violations will be acknowledged within 24 hours of time that we receive the complaint, except for complaints on the weekend, the response shall be on Monday before 12:00 pm.

1.6.3.9 Seventy five percent (75%) of the code enforcement complaints shall be investigated within 3 days of receiving the complaint.

1.6.4 Fire Services

1.6.4.1 Provide fire life safety and accessibility plan reviews and inspections required for building renovation and new construction. These same services are currently offered by the DeKalb County Fire Marshal's office. Customers should be offered an option to have these services provided by the City or at the customer's option, they can have DeKalb County provide these services.

1.6.4.2 Provide fire plan reviews and inspection services by staff holding appropriate ICC certifications necessary to provide these services.

1.6.4.3 Provide all fire plan reviews and inspections within a reasonable time period that is consistent with key performance indicators established by the City.

NOTE: DeKalb County will continue to provide other services, such as firefighting, annual safety inspections and arson investigations.

1.6.5 Business License

1.6.5.1 Bill and collect business occupation taxes and review the calculation of

fees and charges for accuracy.

1.6.5.2 Cooperate with contractors auditing City revenue sources to provide reports and supporting documents necessary for efficient revenue audit programs. Develop and implement programs to identify businesses and improve compliance with the collection of occupation taxes.

1.6.5.3 Ensure no revenue is lost due to missing a deadline.

1.6.5.4 Coordinate with local, state, and federal agencies charged with collection and disbursement of taxes, assessments, fees, charges and other impositions to ensure full and timely collection of all monies due to the City.

1.6.5.5 Process applications, issue designated licenses and permits and calculate related fees and charges appropriately.

1.6.5.6 Collect and record revenue payments from customers for various City revenue sources while ensuring the customer's account is properly credited.

1.6.5.7 Greet public and answer routine questions associated with collection of taxes, fees, assessments or other charges during established business hours.

1.6.5.8 Collect excise taxes from commercial sources and prepare reports for management review.

1.6.5.9 Maintain and update the City's database of businesses within the City's financial reporting system.

1.6.5.10 Reconcile cash receipts collected daily and prepare daily deposits for the bank.

1.6.5.11 Identify record and report relevant accounting performance measurements.

1.6.5.12 Document all revenue control procedures and processes as well as perform tests and walk-throughs to ensure sound revenue control procedures and processes.

1.6.5.13 Review all related processes, procedures and policies at least annually for amendments and improvements based on circumstances and industry standard changes.

1.6.5.14 Identify and perform other revenue control responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.7 Parks and Recreation

The City of Dunwoody Parks and Recreation Department strives to provide the residents of Dunwoody with the highest quality parks, recreational services, and green space to enhance the quality of life to our community. The City of Dunwoody manages nine major parks with combined land space of over 192 acres. These parks are home to several major events each year and offer a variety of activities including skateboarding, tennis, and more.

1.7.1 General Requirements

Contractors responding to the Parks and Recreation scope of work shall perform the following services:

1.7.1.1 Provide services under the direction of the City Manager and/or Parks and Recreation Director or designee. The Parks and Recreation Director is a City employee.

1.7.1.2 Provide a minimum of two operations staff over maintenance and enhancements of the park facilities and a minimum of two recreation staff over recreation programs and facility rentals. approved by the City, with full responsibility to manage all Parks and Recreation Department staff necessary and proper to perform the services, duties, and responsibilities set forth. The Contractor shall not replace the approved staff without written approval of the City, which approval will not be unreasonably withheld. (The Contractor is fully responsible for hiring and firing of personnel assigned to this contract. The City may request from time to time that personnel be removed from the contract and replaced. Contractor will be responsible for identifying suitable candidates able to provide the scope of services outlined in the contract. The City, at its discretion, may request an opportunity to review potential candidates and/or interview candidates prior to offers being made.) – See Section 2.1(g) regarding staff reassignments.

1.7.1.3 Provide supervision of Contractor(s) staff providing Parks and Recreation Services to ensure that all contractual requirements are performed effectively and efficiently. The City Parks and Recreation Director will provide day-to-day operational supervision for department staff.

1.7.1.4 Provide the City with a primary contact who shall be available to the City in person or by telephone on a twenty-four (24) hour basis, seven (7) days per week.

1.7.1.5 Provide off-hours emergency service and support on a twenty-four (24) hour basis, seven (7) days a week.

1.7.1.6 Ensure that recreational facilities are in good repair and promptly notify the City of the need to repair or replace City equipment or the need for

facility maintenance.

1.7.1.7 Coordinate the development of bid specifications, proposal review and evaluation, and the award process.

1.7.1.8 Oversee the department budget and monitors expenditures.

1.7.1.9 Review development of construction plans and ensures compliance with specifications.

1.7.1.10 Provide supervision of Contractors providing Parks and Recreation Services to ensure that all Contractors perform contractual requirements effectively and efficiently.

1.7.1.11 Verify and update all information provided or obtained from other sources.

1.7.1.12 Comply with all local, state, and federal regulations applicable to performing work within a City park or recreational facility.

1.7.1.13 As it relates to Parks and Recreation, the Contractor shall track, maintain, and report on key performance indicators established by the City in consultation with the Contractor in a timely manner.

1.7.1.14 Identify and perform other Parks and Recreation assistance where the firm reasonably anticipates needs, which are not specifically set forth above.

1.7.2 Parks Maintenance

The Contractor shall provide the following services:

1.7.2.1 Plan, implement and coordinate staffing and contract administration for the daily maintenance and use of all public parks and recreational facilities. Supervisory duties include, but not limited to prioritizing and assigning work; conducting performance evaluations of contracted staff as well as reviewing proposals for contract renewals; ensuring staff are adequately trained; and ensuring contracted staff are following City policies, procedures and guidelines.

1.7.2.2 Oversee contracts responsible for the maintenance of City parks. This includes internal and external cleaning of all facilities daily, mulching, and playgrounds.

1.7.2.3 Ensure repairs are completed in a timely manner including, but not limited to:

- Painting over or removal of graffiti
- Mowing and trimming

- Applying top dressing, dragging, aerating and lining athletic fields
- Repairing or replacing broken windows
- Repairing or replacing damaged or missing park signs
- Repairing or replacing broken toilets and other bathroom facilities
- Removing debris
- Repairing or placing lighting in all recreational and park areas
- Removal of trees when necessary

1.7.2.4 Review, revise, develop, and recommend to the City Manager short, mid, and long range plans for capital improvements.

1.7.2.5 Conduct all activities necessary to identify, develop and prepare submissions for any federal, state, or local funding and grant programs for improvements to the Park and Recreation system within Dunwoody, and provide fund oversight as required by law.

1.7.2.6 Maintain all Parks and Recreational facilities as outlined in the above activities including:

- Dunwoody Park and Nature Center
- The Donaldson-Bannister Farm
- North DeKalb Cultural Center
- Windwood Hollow Park
- Brook Run Park
- Vernon Oaks Park
- Georgetown Park
- Pernoshal Park
- Dunwoody Trailway
- North Shallowford Annex
- Perimeter Center East Park Property
- Waterford Park Property
- Austin Elementary School Park Property
- Other recreational facilities acquired by the City during the term of the contract

1.7.2.7 Identify and perform other park maintenance responsibilities to ensure safety and cleanliness, where the firm reasonably anticipates needs, which are not specifically set forth above.

1.7.2.8 Inspects parks and community facilities to ensure safety, cleanliness, and project tasks are completed properly.

1.7.2.9 Oversee the maintenance of recreational fields such as applying top

dressing, dragging, aerating, and lining fields.

1.7.2.10 Oversee the maintenance (including janitorial maintenance) in parks and community facilities.

1.7.2.11 Oversee all repairs within parks and community facilities.

1.7.3 Recreation

The Contractor shall provide the following services:

1.7.3.1 Develop and/or maintain short, mid, and long-term plans for capital improvements and implement said plans, as directed.

1.7.3.2 Plan, recommend, implement and coordinate staffing and contract administration for the daily maintenance and use of public parks and recreational facilities.

1.7.3.3 Plan, recommend, implement, and coordinate staffing for planning and promoting, of recreational programs and special events sponsored by the City. These special events may include, but are not limited to festivals, ceremonies, and 5Ks.

1.7.3.4 Coordinate with Park and Recreation staff to ensure dates for events scheduled in connection with facility activities do not conflict with any other City activities.

1.7.3.5 Coordinate preparation and cleanup for all recreational activities upon closure of events.

1.7.3.6 Administer all contracts with private instructors programs.

1.7.3.7 Coordinate the reservation and payments for all park rental facilities.

1.7.3.8 Manage and administer the collection of all fees and revenues from City provided recreational programming, devise, and implement a system for the security of all revenues collected.

1.7.3.9 Coordinate specified aspects of utilization of parks with emergency management procedures of local, state, and federal agencies.

1.7.3.10 Manage all planning, implementing and coordinating of staffing for the planning and promoting of recreation programs and special events.

1.7.3.11 Plan, implement, and coordinate staffing for the managing, coordinating and scheduling of City athletic facilities as needed.

1.7.3.12 Establish, operate, and oversee all aspects of emergency management procedures with local, state, and federal agencies to ensure safe recreational system.

1.7.3.13 Maintain and update a programming and management plan for the

continued operation of City resources, including but not limited to the Brook Run Skate Park and the North Shallowford Annex

1.7.3.14 Identify and perform other recreation services responsibilities where the firm reasonably anticipates needs, which are not specifically set forth above.

1.8 Facilities Management

Facilities Management oversees maintenance and operations of the City's two main properties: Dunwoody City Hall (4800 Ashford Dunwoody Rd, Dunwoody GA 30338) which was occupied by staff in the winter of 2017/2018. The facility is a building of approximately 45,532 square feet consisting of two stories. All city departments are primarily located at this facility. In the fall of 2019, the City also opened the North Shallowford Annex a.k.a. the Annex (4470 North Shallowford Rd, Dunwoody GA 30338). The facility is a building of approximately 13,675 square feet consisting of two stories. The building's main purpose is to house police training and citizen recreational programming activities.

The Contractor will act as the primary point of reference for maintenance of these two facilities, the emergency contact for any related issues, and perform custodial work of the building and grounds. The Contractor may do it through their own staff or subcontract out duties; however, the operator will be responsible for all subcontractor performance. For this RFP, only these two buildings will be included in the scope; however, the City may negotiate with the selected Contractor a later date should additional City properties be added during the contract.

1.8.1 General Requirements

Contractors responding to the Facilities Management scope of work shall perform the following services:

2.8.1.1 Have a 24 hours a day, seven days a week contact to respond to emergency maintenance issues.

2.8.1.2 Daily weekday cleaning of the exterior and interior of both buildings, including at least one individual to be on one of the two sites for custodial issues and minor repair work during normal working hours. Daily exterior cleaning includes sweeping and litter pickup on the grounds. Daily interior cleaning includes thorough cleaning of all restrooms, locker rooms, break rooms, public areas, and common areas. A night crew cleaning will be required each workday. After hour night crew's duties will also include garbage/recycling removal and vacuuming each weekday. City council meetings, town halls, and some commission or committee meetings will occur at night or weekends. If requested, the after hour night crew may be requested to start their cleanup after that meeting.

2.8.1.3 Stocking of normal consumable rest room and breakroom supplies will be coordinated by the operator; though the cost for supplies will be borne by the city, unless there is a cost savings through the Contractor.

2.8.1.4 Having, at minimum, one individual available during normal working hours

to handle routine repair work and minor manual labor at both City Hall and the Annex. Staff may be the same as those handling most custodial duties during this time and does not necessarily need to be on premise during all working hours, but readily available. If the normal custodial staff can handle the request, there will be no additional charge to the city. If other staff is needed, that will be considered a major repair and the City must approve their use beforehand and the City will be charged a predetermined per hour rate plus parts required for repair.

2.8.1.5 Scheduling and overseeing major repair work on City Hall or the Annex. Operator may act on behalf of the City on these projects by selecting and coordinating vendors. Major repair work must be pre-approved by the City before commencement except in emergency matters. Major repair work includes specialized building maintenance, such as HVAC or plumbing or minor repair work, such as drywall or painting that takes over an hour to complete.

2.8.1.6 Weekly landscaping services during all months, except for December, January, and February. This includes season replenishment of floral landscaping twice a year.

2.8.1.7 Coordinating and overseeing maintenance of life, safety, and comfort operations of the buildings, including but not limited to:

2.8.1.7.1 Maintenance of all HVAC systems, at least quarterly;

2.8.1.7.2 Maintenance of backup generator systems, at least twice a year, though fuel purchases will be considered a utility cost to be borne by the City below;

2.8.1.7.3 Elevator maintenance and inspection as required by law and best practices;

2.8.1.7.4 Fire alarm and fire suppression systems as required by law and best practices;

2.8.1.7.5 Evacuation drills of staff and tenants performed on a best practices service level;

2.8.1.7.6 Pest and rodent extermination at least monthly;

2.8.1.7.7 Exterior window cleaning at least twice a year and interior cleaning at least annually;

2.8.1.7.8 Carpet and floor cleaning, at least quarterly or twice a year as traffic demands in a given area;

2.8.1.7.9 Cleaning of ice machines and water system filter replacement in water fountains and refrigerators;

2.8.1.7.10 Having access to standard cleaning equipment

necessary to perform all functions; and

2.8.1.7.11 All of the above areas will be included in the monthly fee charged the City.

2.8.1.8 Obtaining security clearances through the Dunwoody Police Department for all employees who will have to work unsupervised in a secure area. Operators will also be responsible for supervising contractors who do not have a clearance.

2.8.1.9 Suggesting to city management any major capital improvements needed to the building and working with city staff to determine the best method to obtain those improvements also suggesting operational changes in each facility to reduce costs or improve performance. The Contractor will provide a quarterly report to the City indicating they have reviewed the facilities and found them to either needing no capital improvements or provide the City a list of those improvements.

2.8.1.10 For any situation where the City has a tenant in the building and has a contractual relationship to perform services for the tenant that are described in this scope of work, it will be understood that the operator will be performing them for the tenant also.

2.8.1.11 The Contractor will work with the City's representative to craft the annual budget for cost such as utilities and supplies.

2.8.1.12 The Contractor will have the authority to enter the premises as necessary to perform the duties outlined in this scope of work.

2.8.1.13 The Contractor will not be responsible for the costs of the following:

2.8.1.13.1 Major repairs as outlined above.

2.8.1.13.2 Utility costs of the building including but not limited to electricity, natural gas, water, phone (including emergency telephone or communication service for elevators or public safety systems) or stormwater.

2.8.1.13.3 Debt service or building payments;

2.8.1.13.4 Furniture for offices or common areas;

2.8.1.13.5 Property insurance, though this does not eliminate the operator to have their own insurance for operations and liability;

2.8.1.13.6 Normal consumable supplies for restrooms, breakroom, and common areas, though the Contractor will coordinate their purchase.

2.8.1.13.7 While not being responsible, should it be desired

and advantageous to both, the City and Contractor may amend the agreement concerning costs not to be covered by the Contactor and agree for it to be paid by the Contractor as a pass through.

* * * END OF SCOPE OF WORK ***

2. Proposal Format

2.1 Economy of Presentation

Each proposal shall be prepared simply and economically, providing **straightforward and concise** delineation of Bidder's capabilities to satisfy the requirements of this RFP. Emphasis in each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Bidders follow the format and instructions contained herein. The City factors the proposal itself when considering the Contractor's ability to deliver high quality services.

2.2 Proposal Submission

To support a non-biased evaluation of submitted proposals, the City is requesting Bidders to submit their proposals in two (2) individually sealed envelopes, one being the TECHNICAL proposal and the other being the COST proposal. Bidders shall submit the technical and cost proposal envelopes in one (1) sealed and marked package sent to the designated address but in separate envelopes within that package. The City will score all technical proposals first before evaluating the Cost Tables – Appendix D. Once the City evaluates all technical and cost proposals, the evaluation team will calculate the final score for each proposing Bidder for each service area.

2.2.1 Technical Proposal

The technical proposal envelope shall contain the following:

- Six (6) printed and one (1) signed original; and
- One (1) electronic copy on a flash drive, in searchable PDF

The outside of the technical proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement TECHNICAL Proposal.** The technical proposal envelope should only contain the Bidder's technical response; the City will not evaluate any additional material.

If bidding on multiple service areas, Bidders should clearly divide and mark with tabs the responses for each service area.

2.2.2 Cost Proposal

The cost proposal envelope shall contain only the following:

- One (1) printed and signed original; and

- One (1) electronic copy on a flash drive, in searchable PDF.

The outside of the cost proposal envelope must be clearly labeled with the Bidder's **organization name, address, contact information and labeled (RFP) 20-04 Municipal Government Services Procurement COST Proposal.**

The cost proposal envelope should contain, at the minimum, Appendix D – Cost Table, showing the costs associated with providing services for all service areas proposed. Bidders should also provide detailed costing information for each service area for which they respond. In addition, Bidders should provide hourly rates for all team members for any additional related services that may be required beyond the scope of this RFP. Alternatively, proposals may include one single blended rate for all team members. The City will not evaluate any additional material submitted by the Contractor.

3.3. Proposal Content

The City expects that all Bidders responding to this RFP will develop responses that are concise, customized, and exhaustive. Bidders responding in more than one (1) service area must clearly divide and mark with tabs responses to each service area.

The City expects technical and cost proposals to be well organized. A table of contents is required in the technical proposal. The table of contents should include, at a minimum, all listed items in the sequence indicated below in section **3.3.1 Technical Proposal Content**. In each section of the proposal, Bidders should address the items in the order as listed in the RFP. Forms provided in the RFP must be completed and included in the appropriate section of the proposal.

The technical and cost proposals shall include the following.

2.3.1 Technical Proposal Content

Below is an outline of what the Technical Proposal should include. Bidders shall use tabs that clearly mark section headings, and if submitting combined bids for multiple service areas clearly divide separate service areas within each section. Bidders shall submit the technical proposal in a separately sealed envelope as specified in the section **3.2.1** of this RFP.

The Technical Proposal Content may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material above the fifty page limit in an Appendix: Examples of Previous Work with Similar Operations and Clients, but that information may or

may not be read by reviewers and will not be considered part of the official proposal.

To aid in thorough and consistent review, Contractors shall organize and number the proposal to correspond to the proposal outline provided below. Bidders should include a table of contents. Failure to follow proposal format and content requested by this RFP may result in proposal disqualification.

2.3.1.1 Letter of Transmittal

A letter of transmittal that provides the following information must accompany each proposal:

- Identify the submitting organization.
- Identify the name, title, telephone number and an e-mail address of the contact person of the organization.
- Indicate which of the service area(s) the Bidder is responding.
- Include a statement acknowledging no Proposal may be withdrawn for a period of one hundred and eighty (180) days after the time and date of proposal opening.

2.3.1.2 Response to Scope of Work

Bidders shall respond in detail to the requirements listed for the service area(s) of their choosing as well as the scope of services lists in 2.1 Scope of Services. Bidders shall address each listed item in order as it appears, providing separate descriptions for each applicable service area (if bidding on multiple scopes of work). Bidders should not merely affirm an item but rather expand (concisely) how each scope item will be addressed throughout the duration of the Contract. Failure to address any item listed below may result in rejection of proposal.

- Clearly state your understanding of the service delivery objectives, work activities, and deliverables requested by this RFP. Bidders shall address each item within the scope of work for all section(s) being proposed. For example, item 2.1(f) of the general service deliverables mentions the use of key performance indicators. Here you would discuss your methodology for delivering on this requirement and/or provide examples of when you have performed similar services previously.

- Describe your firm's approach and methodology to ensure delivery of high quality services.
- Describe your firm's methodology to ensure collaboration with City staff to research, evaluate, and, if authorized, implement efficiency and cost-saving improvements.
- Describe your firm's approach to maintaining appropriate and timely communication with the City Manager and City staff requests.
- Describe your firm's methodology for addressing transition issues at both the beginning and conclusion of this contract. The existing contract for these services expires at midnight on December 31, 2020.
- Provide and describe a list of any firm-supplied facilities, equipment, and supplies you anticipate using for this contract.
- Describe your firm's approach to support the City's environmental sustainability goals.

2.3.1.3 Qualifications and Experience of Firm and Staff

2.3.1.3.1 Qualifications of Firm

This section shall include information on the Bidder's corporate organization (history, size, etc.), experience, and skills regarding the Bidder's record of accomplishment, reputation, and past performance in providing services to municipalities of similar size and indicate the capabilities for the successful completion of this work. Furthermore, Bidders shall provide information pertaining to the following:

- Describe attributes, special capabilities, techniques, or resources that make your firm uniquely qualified to provide requested services.
- Discuss your firm's involvement with similar projects at the federal, state, and/or local government levels.
- State whether the Bidder has any pending litigation, and state whether the firm has had any litigation in the last

five (5) years and the outcome of such litigation.

- Describe the "back office" attributes, capabilities, and resources that will support the staff positioned at the City's premise(s).
- The City reserves the right to verify Bidder's financial statements and information provided to ensure that Bidder has the necessary financial resources to perform the contract in a satisfactory manner.
- A listing of physical offices manned by at least one full-time individual on January 1, 2020 in the Atlanta MSA. The list should include street address, purpose of the business, and summary of the staff at that facility.
- A listing of ongoing similar contracts to this RFP that were in effect on January 1, 2020 in the Atlanta MSA. The list should include the contracting entity, area of contractual services (e.g. City of Dunwoody) purpose of the contract, and summary of its operations.

2.3.1.3.2 Qualifications of Staff

The City expects staffing levels within the service areas to remain flexible to allow additional back office support when applicable. Therefore, the City acknowledges that Contractors may occasionally alter staff. Please note that the City has the final say on any staffing replacements and Contractors may not replace staff until receiving approval from the City. – See Section 2.1(g) regarding staff reassignments. In addition, Bidders shall provide answers to the following:

- Describe the staffing methodology and include the approach taken to fill staff positions during times of vacancy such as vacation, sickness, FMLA, or attrition.

- Describe Contractor's and any proposed staff's qualifications and experience with the delivery of municipal services; particularly those described for this project.
- Provide resumes or professional profiles of key personnel (Directors and Managers) already identified that the Contractor would likely assign to this project.
- Describe the approach to ensure staff is adequately trained and up-to-date at the beginning of the contract, as well as your methodology for ensuring staff stays up-to-date throughout the term of the contract.
- The City expects Bidders responding to this RFP to provide the City with a high-level organizational chart, which should depict how the Bidder's organization intends to staff the various departments they are proposing. If a Bidder is, submitting proposals for more than one (1) service area then the Bidder must provide an organizational chart for each department they are submitting. The organizational chart should include on-site, subcontracted, and Contractor-provided (back office) service positions.

2.3.1.4 References

Bidders shall submit three (3) references for similar projects. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor's contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony.

2.3.1.5 Required Forms

The City requests Bidders to complete, sign and return as a part of the TECHNICAL proposal forms that are attached to this RFP (with the exception of Appendix D that should be a part of the COST Proposal).

Technical Proposal:

- Executed Proposal Form (Section 5 of this RFP) which includes acknowledgement of any and all Addenda to this RFP
- Executed Affidavit Verifying Status for City Public Benefit (Appendix B of this RFP)
- The Technical Proposal which may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material above that in an Appendix: Examples of Previous Work with Similar Operations and Clients, but that information may or may not be read by reviewers and will not be considered part of the official proposal.

Cost Proposal:

- Appendix D –Cost Table (to be submitted with Cost Proposal)

Failure to submit completed and signed forms may result in proposal rejection.

2.3.1.6 Appendices

Bidders may attach other materials that they feel may improve the quality of their responses. Each Bidder may, but is not required to, include additional references, resumes and any other materials deemed necessary, but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators and shall not be part of the official evaluation except to the extent they support qualifications and experience of the Bidder.

3.3.2 Cost Proposal Content

Bidder shall provide a not-to-exceed price for all services indicated in this RFP. Pricing shall show 48 payments plus an optional 12 additional payments. The City of Dunwoody requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive. An authorized representative of the bidding firm shall sign the cost proposal.

Bidders shall complete all parts of Appendix D – Cost Table, showing the costs associated with providing services for all service areas proposed. Bidders should also

provide detailed costing information for each service area for which they respond. Cost detail shall include a figure for proposed salaries, burden factor (as a percentage of proposed salaries), and proposed profit margin on the contract (as a percentage of salaries). The combined totals of these three factors will equal the not-to-exceed price for all services as shown on Appendix D. At the conclusion of each budget year, the City will perform a salary review. The Contractor will make available for inspection reports and supporting documents (W-2's, etc) that substantiate the salaries allocated to the contracted services. Those salaries, combined with the burden percentage and profit margin, will result in the costs owed by the City for that year; up to the not-to-exceed price shown on Appendix D. If the amount owed by the City results in a refund due, the City will deduct the costs from the next month's contract. For the final year of the Contract, the City will withhold up to 15% of the final month's payment pending completion of the salary review. The exception for this will be Facilities Management which is footnoted on Appendix D.

Maintaining a highly trained and qualified staff is essential for the duration of the Contract. Accordingly, all burden ratios shall include at least 5% of the staff members' salaries to be budgeted for training and travel related to such training. The Contractor, at least annually, will consult with the City on the best use of those funds as described in Section 2.1(l). The training funding along with the burden and profitability ratios are not applicable to bidders of the Facilities Management Contract. Their price is not based on an FTE.

Additionally, Bidder should list annual rates for all team members for any additional related services that may be required beyond the scope of this RFP.

The City pays for software maintenance contracts, paving, patching, landscaping, etc. This is not the Contractor's obligation and should not be factored into the Contractor's pricing. However, if the Contractor must utilize proprietary or self-owned hardware and software (or other equipment) not contemplated within the scope of this RFP, the Contractor should include those costs.

* * * END OF PROPOSAL FORMAT * * *

4. Evaluation Criteria

The City, in its discretion, may award the Contract to the responsible and responsive Bidder(s) submitting the proposal that the City deems is the most advantageous, price and other factors being considered. To facilitate efficient evaluation sessions, the City asks Bidders to strictly follow the format mentioned in the RFP Section 3 – Proposal Format.

The City's staff will review all proposals submitted. After reviewing the proposals, the City may, at its discretion, invite to interview (at Bidder's expense) one or more of the Bidders whose proposals appear to best meet the City's requirements. Interview responses along with the written proposal and samples (if any), will become part of Bidder's submission evaluated pursuant to the evaluation criteria. The City reserves the right to short-list Bidders for further consideration.

The following are the evaluation criteria the City will consider in determining which proposal is most advantageous to the City:

A. Proposed Management Plan and Approach of Work

The Proposal shall outline the plan that the Bidder will use to provide the most effective delivery of services put forth by the City.

B. Firm and Staff Qualifications

The Proposal must give a detailed report of related experiences that will demonstrate the ability of the Bidder to perform requested duties and provide the services as outlined in this RFP. The Proposal shall include the resumes of those qualified personnel proposed to fill the duties of the assignments at the appropriate levels requested by this RFP.

C. Cost Proposal Fee – (Submitted in a separate SEALED package from the technical proposal)

The Cost Proposal must be submitted upon the format identified and must include all professional service levels, including those services to be provided by Sub-Contractors. The City pays for software maintenance contracts, paving, patching, etc. This is not the Contractor's obligation and should not be factored into the Contractor's pricing. However, if the Contractor must utilize proprietary or self-owned hardware and software (or other equipment) not contemplated within the scope of this RFP, the Contractor should include those costs.

D. References

Bidders shall submit three (3) references for similar projects and only three. Bidders must provide a complete list of clients for which services comparable in scope and size to those requested in this RFP have been rendered, a brief description of the services rendered, the dates of services, and the name, address, telephone number and email of the prospective vendor's contact person in that agency. Reference contact must have agreed to provide a complete and uncensored testimony.

E. Interviews (Optional)

At its option, the City may invite firms in for a presentation and interview.

5. Proposal Form

Proposal Form
City of Dunwoody, GA
RFP 20-04 Municipal Government Services Procurement

Company Name: _____

The undersigned, as Bidder, hereby declares that this Proposal is in all respects fair and submitted in good faith without collusion or fraud. Bidder represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Bidder, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Bidder further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Bidder agrees, if this Proposal is accepted, to enter into the written Contract with the City in the form of Contract below (RFP 20-04 properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 20-04 Municipal Government Services Procurement, at the City of Dunwoody, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Bidder, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Bidder the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Bidder under section 6.10 of the Instructions to Bidder if the Bidder withdrew or attempted to withdraw its Proposal.

Company Name: _____

The Bidder further agrees, if it fails to complete the scope of work according to the provisions within the scheduled time or any authorized extension thereof, that the City may deduct damages from the Contract price otherwise payable to the Bidder.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No. / Date
1.
2.
3.
4.
5.

It shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if the City issued addendum(s) and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above shall not relieve the Bidder from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

Work, excluding transitional requirements, is to commence on or about January 1, 2021.

The City of Dunwoody requires pricing to remain firm for the duration of the term of the contract. Failure to hold firm pricing for the term of the contract will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City's termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be

compensated based upon a signed statement of completion to be submitted by the Service Provider, which shall itemize each element of performance.

The Contractor agrees to provide all work to complete the project described in this document for the amount listed in the Cost Proposal (submitted in a separate package).

Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within the City of Dunwoody? Yes No
Will your company accept the City's procurement card for payments from the City? Yes No

Representative Signature _____

Printed Name _____

Telephone Number _____

Fax Number _____

Email Address _____

6. Instruction to Bidders

6.1 Intent

It is the intent of these Instructions to establish guidelines for the proper completion of the Proposal Forms. These Instructions to Bidders provide guidance and explanation for subsequent Proposal Forms and Contract Documents. Please read all Instruction paragraphs.

6.2 General

A. The City's goal is that all the terms and conditions stated in the Proposal Documents will constitute the terms of the final Contract between the City and the successful Bidder, without significant or material change to such terms or conditions. Exceptions to any of the terms of the agreement to which a Bidder will not or does not agree must be presented prior to the deadline for submitting questions by the Bidder in writing as provided in this section and directed to Purchasing@dunwoodyga.gov. Such exceptions must be specific, and the Bidder must state a reason for each exception and propose alternative language. The purpose of the exception process is to permit the City to correct, prior to the opening of the proposals, any technical or contractual requirement, provision, ambiguity, or conflict in the RFP and related documents, which may be unlawful, improvident, unduly restrictive of competition, or otherwise inappropriate. Any corrections will be made via an addendum issued prior to the submission deadline. Unless timely submitted as an exception and amended with an addendum, any such ambiguity, conflict or problem shall be resolved in favor of the City of Dunwoody. Bidders shall not substitute entire agreements or sets of terms and conditions, but discuss separately each term or condition that they take exception to or desire to change. Bidders should resolve any language issues with the Contract prior to bidding and not assume language will be altered after bids are accepted.

B. The Contract work for each service area shall not be divisible, and shall be awarded, if an award is made, to a single Bidder. The City will award only one contract for each service area required under this Request for Proposals. If the successful Bidder intends to provide any services through another company, the successful Bidder must serve as the City's prime Contractor and shall have full responsibility to the City for all obligations under the Contract.

C. A Bidder's Proposal prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Proposal. The City shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All

of the Bidder's overhead costs, including, but not limited to, costs of travel and the required bonds and insurance coverage, shall be included in such Bidder's prices listed in its Proposal.

D. The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the City's requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.

E. There shall be no reimbursable or travel expenses associated with this project regarding any category or term. Without limiting the generality of the foregoing, all of the Bidder's overhead costs related to travel shall be included in such Bidder's prices in its Proposal.

F. The City will contract with the successful Bidder to provide services indicated in the Scope of Work throughout the duration of the Contract at the price submitted. The City will not price a contract for hourly rates.

6.3 Environmental Sustainability

The City of Dunwoody is committed to environmental sustainability. The City believes we have a unique opportunity to expand our leadership in the area of environmentally preferable purchasing, and through our actions, elicit changes in the marketplace. By further incorporating environmental considerations into public purchasing, the City of Dunwoody will positively impact human health and the environment, remove unnecessary hazards from its operations, reduce costs and liabilities, and improve the environmental quality of the region. As such, the City encourages the incorporation of environmental sustainability into proposals.

6.4 Examination of Proposal/Contract Documents

All prospective Bidders shall thoroughly examine and become familiar with the Proposal package and carefully note the items, which must be submitted with the Proposal. (These Instructions to Bidders, the Request for Proposals, the Proposal Forms, the Contract, the General Conditions, and the Scope of Work are referred to herein as the "Proposal Documents" or the "Contract Documents"). Submission of a Proposal shall constitute an acknowledgment that the Bidder has read and understands the Proposal Documents. The failure or neglect of a Bidder to receive or examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

6.5 Addendum(s)-Changes While Proposing

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338 or by e-mail to Purchasing@dunwoodyga.gov no later than Friday, March 27, 2020 at 2:00 pm EST. Any response by City to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the City Purchasing Department's website at the link below or by visiting Georgia's Department of Administrative Services (DOAS) web site at the link below. Prior to submitting its response, it shall be the responsibility of each Bidder to visit the City Purchasing Department's website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

https://dunwoodyga.gov/index.php?section=departments_purchasing
https://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments

6.6 Preparation of Proposals

A. Proposals shall be submitted on reproduced copies of the attached Proposal Forms including any revised or additional Proposal Forms supplied by Addendum(s). If an award is made, the completed Proposal Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the City and the successful Bidder. All blank spaces in the Proposal Forms should be filled in legibly and correctly in ink or type.

B. All Proposals shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Proposal and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity, and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the City should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject Proposal Documents so signed by him or her. If the Bidder is an LLC, the Bidder should submit with its Proposal its Articles of Organization or other evidence satisfactory to the City, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Proposal is authorized to bind the LLC.

C. If the Bidder is a partnership, joint venture, or sole proprietorship, the City, reserves the right to require the Bidder to submit to the City at any time the

name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.

D. If the Bidder is a corporation or other state-chartered business entity, the City reserves the right to require the Bidder to submit to the City at any time, the name and business address of each officer, director, and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Bidder is a corporation, the Proposal should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity and is the successful Bidder, the Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity is authorized to do business in the State of Georgia and the City. If the Bidder elects to use a fictitious name in its Proposal, a copy of the Bidder's fictitious name registration should be provided to City.

6.7 Proposal Guaranty

A Proposal Guaranty shall not be required for this Contract.

6.8 Delivery of Proposals

A. All Proposals shall be submitted in sealed envelopes marked on the outside according to the requirements stated in the RFP. Each Proposal shall consist of an executed copy of the Proposal Form, along with all other documents or information required to be submitted pursuant to the terms of the Proposal Documents (together, the "Proposal"). The documents comprising the Proposal must be completed and signed on the forms provided herein, or on exact reproductions thereof.

B. All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Bidders. Any Proposals received after the time and date specified in the Request for Proposals for the opening of the Proposals will not be considered, but will be returned unopened.

C. Each Bidder’s response to the Request for Proposals shall be at the sole cost and expense of the Bidder and such Bidder shall have no right or claim against the City for costs, damages, or loss of profits. The Bidder shall have no right to recover such costs, damages, or expenses in the event the City exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.

D. Submission of a Proposal shall constitute authorization for the City and its representatives and agents to make such copies of the Proposal or portions thereof and to distribute such copies as may be necessary or desirable to carry out the City's objectives or requirements.

6.9 Communications Regarding Evaluation of Proposals

To ensure the proper and fair evaluation of Proposals, the City prohibits any communication related to this contract and initiated by a Bidder or its agent to an employee of the City evaluating or considering the Proposal during the period of time following the opening of Proposals and prior to the time a decision has been made with respect to the Contract award. An employee or representative of the City who is not a member of the selection team may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Any communication initiated by Bidder during evaluation should be submitted in writing and delivered via e-mail to Purchasing@dunwoodyga.gov. Unauthorized communication by the Bidder shall disqualify the Bidder from consideration.

6.10 Withdrawal of Proposals

No Proposal may be withdrawn after it is submitted unless the Bidder makes a request in writing and such request is confirmed as received prior to the time set for opening of Proposals. No Proposal may be withdrawn after the scheduled Proposal opening time for a period of one hundred eighty (180) days. Any Bidder withdrawing or attempting to withdraw its Proposal prior to the expiration of the one hundred eighty (180) day period shall be obligated to reimburse the City for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Bidder or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of City's other damages. A Bidder's submission of a Proposal shall be deemed the Bidder's acknowledgment of an agreement to the provisions of this Section.

6.11 Disqualification of Bidders

A. Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its Proposal:

1. Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Bidder, by an individual, firm, partnership or corporation, under the same or different names, or by Bidders which are affiliates, either at the time of submittal, or at the time of award. This is not intended to prevent subcontractors or individual team members from negotiating with the primary Contractor to provide

services. For purposes of this section, the term “affiliates” means firms, partnerships, corporations or other entities under common control;

2. Evidence of collusion between or among Bidders including, but not limited to, agreements not to compete for contracts with the City;

3. Evidence, in the opinion of the City, of Bidder(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City’s ability to enforce the Contract or impose the remedies intended following breach by Contractor);

4. Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

5. Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or

6. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Proposal.

7. Evidence of improper communication as described in section 6.9 above.

B. The City has adopted a policy, which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation, and acceptance of gifts. Please be aware that any act by a Bidder that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Bidder to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager and/or City Finance Director.

6.12 Rejection of Irregular Proposals

A Proposal may be considered irregular and may be rejected if it is improperly executed, shows omissions, alterations of form, additions not called for, unauthorized conditions, or limitations, or unauthorized alternate Proposals;, fails to include the proper Proposal Guaranty, Contract references, other certificates, affidavits, statements, or information required to be included with Proposals, including, but not limited to, the Bidder's prices;, or contains other irregularities of any kind.

6.13 Notice of Intent to Award Contract

Unless all Proposals are rejected, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Proposals to the responsible and responsive Bidder submitting the Proposal deemed to be most advantageous to the City, price and other factors being considered. For all procurements, the City reserves the right to reject any or all Proposals and to cancel the procurement or to solicit new Proposals.

6.14 Responsibility of Bidders

A. City reserves the right, to aid it in determining a Bidder's responsibility, to require a Bidder to submit such evidence of Bidder's qualifications as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.

B. All Bidders shall furnish the City with the company name, address, contact person, and telephone number of preferably three (3) entities (entities other than the City) for which they have supplied similar services as requested in this Proposal. The information should be submitted on the provided Contract References page with the knowledge that the City will use the data for reference purposes. The City does check all references and requires the Bidder to notify the reference, verify contract information, and obtain permission from the reference before completing the form.

C. For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable evidence, through references or otherwise, that the Bidder is an individual, a firm, a corporation, or other entity that has experience or is engaged in providing such services and, taking into account the activities of a related predecessor, affiliate, or principal of Bidder, has been actively engaged in such activity for at least three (3) years.

6.15 Guaranty of Faithful Performance

A Performance Bond shall not be required for this Contract.

6.16 Power of Attorney and Countersignature

Not applicable.

6.17 Execution of Contract

A. The Bidder to whom the Notice of Intent to Award is given shall, within ten (10) business days of the date of the Notice of Intent to Award, execute and/or deliver the following to the City: the Contract, a copy of the Bidder's valid business or occupational license, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by the Bidder, and delivered to the City, before the Contract will be executed by the City.

B. A Bidder's failure to timely fulfill its obligations under this section shall be just cause for withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all Proposals may be rejected and the Contract re-advertised. In such event, the City shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this paragraph. A Bidder's liability for failing to timely fulfill the obligations stated in this paragraph shall be the same as for withdrawing its Proposal (see Section 6.10).

C. The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor. The City reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the City and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has been delivered a final, fully executed copy of the Contract.

6.18 Georgia Sales Tax

The City is a governmental agency and a political subdivision under Georgia law. Purchases by the City under this Contract are exempt from sales tax: A City tax-exempt number is not required for a municipality. No purchase made by any entity is qualified to be exempt other than those made directly by the City. The City's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the City shall have no liability for such taxes.

6.19 Subcontracts

A. The Contractor's right to subcontract shall be governed by the provisions of Section 7.17 of the General Conditions.

B. Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the City.

C. The Contractor shall be fully responsible to the City for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to the City for acts and omissions of persons directly employed by it.

6.19 Familiarity with Laws

All Bidders and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the City's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability. Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 will be attested.

6.20 Security

The successful Bidder will be required to comply with all applicable standards of the City relating to security, which may be in effect or changed from time to time.

6.21 Minority and Women Business Enterprise ("MWBE") Participation

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

6.22 Local Developing Business ("LDB") Participation

An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

6.23 Insurance

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance. The Certificate of Insurance shall evidence the insurance coverage required by the City pursuant to Section 7.14 of the General Conditions and shall be filed with the City within ten (10) business days of the date of the Notice of Intent to Award. The Certificate of Insurance must contain a provision that the coverage provided under the policies will not be cancelled or modified or the limits thereunder decreased unless at least thirty (30) days prior written notice has been given to the City.

6.24 Proposal Errors

In the case of a Bidder's error in the extension or addition of Proposal prices, the unit prices will govern. Proposals having erasures or corrections should be initialed in blue ink.

6.25 Compliance with Occupational Safety and Health Act

The Bidder certifies that all materials, equipment, chemicals, etc. contained in its Proposal or otherwise to be provided or used by the Bidder in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

6.26 Performance Standard

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions and Scope of Work. The successful Contractor's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to the City's other remedies, in the City's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of the General Conditions. The Contractor shall commence tracking key performance indicators already established at the time of commencement, as well as, additional key performance indicators approved by the City Manager during the term of the contract. The Contractor shall commence tracking key performance indicators in January 2021.

6.27 No Proposals

In the event a potential Bidder elects not to submit a Proposal, such potential Bidder is nonetheless requested to respond by advising the City of the reason for not submitting a Proposal.

6.28 Public Records/Public Meetings

Please be aware that all meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Bidders waive any declaration that their entire response to be proprietary information. Proposals and all related correspondence are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law. In the event, the Bidder deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the Bidder's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion.

* * * END OF INSTRUCTIONS TO BIDDERS * * *

7. General Conditions

7.1 Scope of Work

The Contract will be to provide services to the City in accordance with the Contract Documents. All work shall be performed in accordance with the Scope of Work attached hereto.

7.2 Regulations

A. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein.

B. The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.

C. During the performance of this Contract, the Contractor shall keep current and, if requested by the City, provide copies of any and all licenses, registrations, or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations, and permits on the job site while performing the Contract work.

7.3 Work Hours

A. The Contractor shall normally perform on-site work during standard work hours, which currently are between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City's observed holidays. The City may require the Contractor to perform work on the city's premises outside the standard work hours. Non-standard work hours may be arranged with prior approval of the City. The Contractor shall advise the City no less than 48 hours in advance of its projected work schedule. The Contractor shall perform no work during City observed holidays without the prior written permission of the City. Work completed outside normal business hours is for the benefit of the City when disruptions can be minimized. Normally, this is scheduled well enough in advance to properly plan. While there is no standard notification period, it is typically weeks ahead of time for major projects. Basic troubleshooting often can be completed remotely via telephone, email or remote computer access. When emergencies or other unexpected events occur, there may be no advance notice provided.

B. In the event an emergency condition is declared by the Mayor, City Manager or their respective designees, the Contractor will perform work during such hours as requested by the City.

C. Work can be performed away from the City's premises, but in all cases, such work must be maintained and documented on the City's servers (shared drives accessed via a VPN, etc.)

7.4 Contractor's Personnel

A. The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between the Contractor and its subsidiaries or related parties and its employees, including but not limited to the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

B. The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States. This includes any requirement for participation in the DHS e-Verify or SAVE program.

C. Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.

D. The Contractor shall maintain a drug-free workplace within the meaning of the Georgia Drug-free Workplace Act. No employee shall be hired by a Contractor for work on the City's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the City, if requested.

E. The Contractor shall transfer promptly from the City any employee or employees that the City Manager or designee advises are not satisfactory, and replace such personnel with employees satisfactory to the City; but in no event shall the City be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.

F. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at the City. The Contractor shall be responsible for ensuring that all articles found by its employees on the City's premises are turned over to the City or the City's designated agent in charge of such articles.

G. A valid driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around the City.

H. While working on city property all Contractors' employees shall wear neat-appearing business casual attire or uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

I. Designation of Project Manager - The Contractor shall designate a Project Manager acceptable to the City for all purposes related to this Contract.

1. The Project Manager shall be fully responsible for the Contractor meeting all of its obligations under this Contract. The Project Manager shall provide the City with an appropriate status report on the progress of the project every week, as well as conduct weekly team status review calls or meeting with the City's Authorized Representative (CAR) during the Contract term, the day to be mutually determined as part of the Project Plan. This report may be delivered by facsimile, e-mail, U.S. postal service, or private carrier, provided it is delivered in a timely manner.

2. The Project Manager shall be available, as reasonably required, to be on-site during necessary times. Such times shall be discussed between the Project Manager and the City, but the final required times will be at the City's discretion.

3. In the event that the designated Project Manager terminates employment with the Contractor, or is requested by the City to be removed from the role of Project Manager (as provided in Section 7.4.I.4), the position shall be assumed by an individual with equivalent qualifications, experience, and knowledge. Such replacement shall require the City's prior approval.

4. The Contractor shall not replace the approved Project Manager without written approval of the City, which approval will not be unreasonably withheld. – See Section 2.1(g) regarding staff reassignments.

J. The process by which the implementation partner requests the removal of a team member from the project. If a Contractor replaces a proposed team member, the Contractor shall replace that team member with a new team member of similar experience. The City reserves the right to accept or reject any proposed or replacement team member, with or without cause, at any time during the duration of the project.

7.5 Items Provided by the City

A. Work Location. The City of Dunwoody shall provide a work location for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' work locations.

B. Uninterruptible Power Supply (UPS). The City of Dunwoody shall provide a power supply for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' power supplies.

C. Printers. The City of Dunwoody shall provide a common-use (shared) printers for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' printers or printers for employees not using the common-use printers except when determined by the City a private printer should be provided.

D. Office Space. The City of Dunwoody shall provide office space for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' office spaces.

E. Utility Services. The City of Dunwoody shall provide utility services for all full-time office-based employees proposed under this contract. It shall be the sole responsibility of the Contractor to provide for other project team members' utility services.

F. Employee Parking. The City of Dunwoody shall provide employee parking for all full-time office-based employees proposed under this contract, as well as other team members working at a City Work Locations. It shall be the sole responsibility of the Contractor to provide for other project team members' parking including, but not limited to full-time employees traveling outside the City.

G. Vehicles. On January 1, 2021, Contractor shall supply new vehicles necessary to perform the Contract(s). The quantity of vehicles shall be sufficient to provide

each person who routinely performs work throughout the City (e.g. Building Inspector) with access to a vehicle when needed. Pooled vehicles are acceptable as long as the quantity in the pool is sufficient to meet this requirement. It shall be at the City's sole discretion to resolve disputes as to whether the amount is sufficient. As a minimum standard, Contractor shall maintain vehicles in a manner acceptable to the City. Vehicles shall be free of any major defects. Paints, body, and interior shall have only minor (if any) blemishes, and there shall be no major mechanical problems. There shall be little or no rust on the vehicles. Engine compartment shall remain clean, with no fluid leaks. Tires shall match and maintain substantial available tread wear. Vehicles must have a clean title history. Vehicles must pass all required emissions tests. Vehicles shall not have any unsubstantiated mileage at any time. Vehicles shall be replaced at the Contractors expense at any time the vehicle does not meet the City's standard, no less often than when the age of the vehicle reaches six years or 150,000 miles. The original (or replacement) vehicles' ownership reverts to the City at the conclusion of the contract. If the contract is terminated prior to the end of the 36th month, the City shall purchase the vehicle(s) at the published Kelly Blue Book trade-in value for the same vehicle in "good" condition provided the Contractor has adhered to the standards noted in this section. Contractor allows the City to utilize the vehicles when not in use by the Contractor. These vehicles are to be used exclusively to conduct the business of the City.

7.6 Tools and Equipment

The City shall also supply furniture, fixtures, and equipment for all city offices and full-time office-based contractor employees. Equipment includes those items customarily supplied to office staff such as chairs, computers, phones and office supplies. Cellular phones are issued to City employees only. If an employee of the Contractor requires a phone, smart device, tablet, etc in order to accomplish the scope of the contract, the Contractor is expected to provide such equipment to the employee directly. The Contractor would be required to comply with all open records and IT security requirements associated with data and usage of such equipment.

7.7 Performance Requirements

A. The Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract provisions, industry standards, and any manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the City and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with, or delay the operations or activities of the City.

B. The Contractor's personnel shall perform work in a neat and professional manner as directed by the City Manager, and in compliance with all Federal, State, and City of Dunwoody regulations and OSHA rules and regulations shall be followed at all times.

C. Dates for commencement and completion of work shall be coordinated with the City's CAR.

D. Any work required beyond that which is specified herein, shall be reported in advance to the City. At no time shall work beyond the scope be performed without prior written authorization from the City.

E. The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. The Contractor is required to inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.

F. Any and all materials generated for or received for this project are property of the City and shall be given to the City as soon as reasonable possible. Electronic delivery of all documentation is generally acceptable provided it is received in its original format. Only the City's CAR will provide for exceptions to this provision. The City's CAR will designate a person to collect these materials.

7.8 Confidential Information

A. In the course of performing the Contract work, the Contractor may gain access to security-sensitive and other sensitive information of the City.

B. The Contractor agrees to hold all City data and information in confidence and to make such information known only to its employees and subcontractors who have a legitimate need to know such information and only after advising such persons of the Contractor's non-disclosure obligations.

C. The Contractor shall seek the City's prior written consent before using for any purpose other than the fulfillment of the Contractor's obligations hereunder, or before releasing, disclosing, or otherwise making such information available to any other person.

D. The Contractor shall employ such practices and take such actions to protect the City's information from unauthorized use or disclosure as the Contractor employs and takes to protect its own information, but in no event shall the Contractor use less than reasonable efforts to protect the City's information.

E. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

7.9 Use of Premises

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, and other debris resulting from the work. At the completion of each work day, the Contractor shall remove daily all waste materials and debris from, and about the premises as well as unnecessary tools, equipment, machinery and surplus material, and leave the site clean and ready for occupancy by the City.

7.10 Safety and Protection

The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.

7.11 Compensation - Invoice and Payment for Services

A. The City shall pay the Contractor, subject to any authorized deductions, the applicable prices set forth for each service authorized by the City, and actually delivered or performed, as the case may be, by the Contractor to the satisfaction and acceptance, as appropriate, of the City. The timing of such payments shall be as set forth below in this Section.

B. The City shall pay the Contractor the price as set forth within 30 days after completion of the services, or 30 days after the City's receipt of the invoice, whichever is later. Invoices shall not be submitted more frequently than monthly at the conclusion of each month's performance as set forth in this contract.

C. The Contractor shall invoice with such supporting documentation and other backup material as the City may reasonably require. At a minimum, monthly billing invoices to the City shall include a production report including monthly recap of hours spent on the Contract segregated by on-site and off-site hours and percentage of each staff member's time spent solely on City contracted services.

D. The Contractor shall deliver to the City for approval and acceptance, and before eligible for final payment of any amounts due, all documents and material prepared by the Contractor for the City under this Contract.

E. The City shall pay the undisputed amount of the Contractor's invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the City from recovering any money paid in excess of that due under the terms of this Contract.

F. The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The City shall have the right, but not the obligation, to pay directly to third parties (including subcontractors), all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the City shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.

G. Annually, the City will perform a salary review to reconcile the salaries paid for contracted services to the City. Contractor will make available for inspection reports and supporting documentation, sufficient to the City's reasonable satisfaction, showing the direct salaries paid to employees providing services to the City. The City will combine the salaries of the direct employees, the overhead burden ratio and profit margin to determine the amount due for the Contract year. The City will owe the lesser of the not-to-exceed amount shown in Appendix D, Page III or the combined total of the direct salaries, burden and profit margin.

H. The Contractor shall submit all invoices to: City of Dunwoody, Georgia, Accounts Payable, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338.

7.12 Compliance with Laws and Regulations

A. The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Georgia, DeKalb County, the City of Dunwoody, any applicable rules, regulations, or directives of any agency thereof, and the applicable regulations of the City. OSHA rules and regulations shall be followed at all times. The City shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the City should reasonably request in connection with any such challenge or contest by the City.

B. The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state, or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefore.

C. The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee; including but not limited to the Contractor's compliance with requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02.

7.13 Contractor's Liability

The Contractor shall be responsible for the prompt payment of any fines imposed on the City or the Contractor by any other federal, state or local governmental agency as a result of the Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 7.13 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of Section 7.14 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

7.14 Indemnification and Insurance

A. The Contractor shall indemnify, and hold harmless the City, and the members (including, without limitation, members of the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all third party claims, liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing by (i) reason or on account of damage to or destruction or loss of any property of the City, or any property of, injury to or death of any person to the extent caused by the Contractor's negligent performance of this Contract, or the negligent acts or omissions of the Contractor's directors, officers, agents, employees, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused by the negligence of the City and any person other than the Contractor or the Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) to the extent caused by the failure of the Contractor to exercise the standard of care to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by the Contractor. The City agrees to give the

Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder to reasonably cooperate with the defense of any such suit or claim. In any suit, action, proceeding, claim or demand brought in respect of which the City may pursue indemnity, the City shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of the City unless the Contractor and the City shall have mutually agreed to the contrary. The indemnification provisions of this Section 7.14 shall survive the expiration or earlier termination of this Contract with respect to any negligent acts or omissions occurring during the term of the Contract.

B. In addition to indemnification provisions stated above, if the City's use of any service, software, firmware, programming, or other item provided by or on behalf of the Contractor is enjoined due to infringement of another person or entity's intellectual property rights, the Contractor shall promptly, at its sole cost and expense, modify the infringing item so that it no longer infringes, procure for the City the legal right to continue using the infringing item, or procure for the City a non-infringing item, or procure for the City a non-infringing replacement item having equal or greater functional capabilities as the infringing item.

C. The Contractor shall assume all responsibility for loss caused by its neglect or violation of the standard of care to comply with any state, federal, municipal or agency law, rule, regulation or order applicable to its Services. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper monetary restitution with respect to any injury that may occur to any building, structure, or utility in consequence of its work. The Contractor will notify the City in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

D. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of the City, either directly or through the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by the City. Any and all personal liability of every nature, whether

at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to the City, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the City, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to the Contractor pursuant to this Contract.

E. In any and all claims against the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this Section 7.14 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

F. No provisions of Section 7.14 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that the City may have as to any party or person described therein.

G. Insurance

1. General Liability and Automobile Liability. The Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the City, and the members (including, without limitation, all members of the governing City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:

a) Commercial General Liability Insurance including contractual liability coverage pursuant to standard ISO form CG 00 01, with these required limits:

1. $ 2,000,000 General Aggregate
2. $2,000,000 Products & Completed Operations Aggregate
3. $1,000,000 Personal & Advertising Injury
4. $1,000,000 Per Occurrence
5. $10,000 Medical Expense, and

b) Automobile Liability Insurance with policy limits of not less than ONE MILLION DOLLARS ($1,000,000.00) combined single limit per accident. Such insurance is required even if Contractor is not bidding on service areas requiring routine access to motor vehicles, such as those outlined in Section 7.5 (G). Coverage must include liability for Owned, Non-owned and Hired Vehicles and provide a waiver of subrogation to the City.

c) Contractor shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than $5,000,000 per occurrence. Coverage must follow form with primary policy and coverage must be as broad as primary policy

2. Self-Insured Retention. Contractor's commercial general liability insurance policies shall not be subject to a self-insured retention exceeding $10,000, if the value of the Contract is less than $1,000,000, and not be subject to a self-insured retention exceeding $100,000, if the Contract is $1,000,000 or more, unless approved by the City Manager. Contractor's automobile liability insurance policies shall not be subject to a self-insured retention exceeding $10,000, unless approved by the City Manager.

3. Additional Insured Endorsement (Form CG 20 10 and CG 20 37 or equivalent). Contractor agrees and shall cause the City their members (including, without limitation, members of the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insured's under such policy or policies of commercial general and automobile liability insurance. Endorsement must not exclude the Additional Insured from Ongoing or Products - Completed Operations coverage. Coverage shall include a Waiver of Subrogation.

4. Workers' Compensation and Employer's Liability. If Contractor has any employee working on City property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than $1,000,000 for "each accident," $1,000,000 for "disease policy limit," and $1,000,000 for "disease each employee." If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations. Contractor shall provide a Workers Compensation waiver of subrogation.

5. Professional Liability Insurance. The Contractor shall purchase and maintain in force during the term of the Contract, Professional Liability insurance which will

pay for damages arising out of negligent errors or omissions in the rendering, or failure to render professional services under the Contract in the amount of at least TWO MILLION DOLLARS ($2,000,000.00) per claim. Such insurance must contain tail coverage to include work performed by the Contractor from the project's inception date and for three years following substantial completion of the project.

6. Health Insurance. Not applicable.

7. Garage Liability Insurance. Not applicable.

8. Garage Keeper's Legal Liability Insurance. Not applicable.

9. Crime Coverage Contractor must provide $1,000,000 employee dishonesty coverage with coverage extended to 1st and 3rd party claims.

10. Pollution Liability Insurance. Not applicable.

K. Deductibles. The Contractor's policies of insurance required by this Section 7. may require the Contractor's payment of a deductible, provided the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that the Contractor pay the deductible prior to its insurer's payment of the claim.

L. Other Insurance Requirements. All insurance policies required by Section 7.14 (G). policies afforded Additional Insureds shall provide that they are primary insurance with respect to any other valid insurance the City may possess, and that any other insurance the City does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies, which meet the requirements of Section 7.15 (B) of these General Conditions. A properly completed and executed Certificate of Insurance on a form provided or approved by the City (such as a current ACORD certificate of insurance) evidencing the insurance coverage required by this Section shall be furnished to the City upon the Contractor's execution of the Contract. The Contractor shall provide the City with at least thirty (30) days' prior written notice of any adverse material change in the Contractor required insurance coverage except that ten (10) days' notice of cancellation for non-payment is required. For purposes of an "adverse material change" shall mean any non-renewal or cancellation of any insurance coverage. Prior to the expiration of any such policy, the Contractor shall file with the City a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or non-renewed, the Contractor shall, within five (5) days after such cancellation or non-renewal in coverage, file with the City a certificate showing that the required

insurance has been reinstated or provided through another insurance company or companies approved by the City. If the Contractor fails to obtain or have such insurance reinstated, the City may, if it so elects, and without waiving any other remedy it may have against the Contractor, immediately terminate this Contract upon written notice to the Contractor.

7.15 Surety Bonds/Letters of Credit/Liability Insurance

A. A surety Bond/Letter of Credit is not required for this Contract.

B. Liability Insurance Companies furnishing insurance coverage required by these General Conditions shall (a) be Admitted to issue insurance policies in the State of Georgia, and (b) must have no less than a "A-" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at an "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the City Manager may waive the requirement for the insurer to be approved by the State of Georgia.

7.16 Contract Adjustments

A. Notwithstanding any provision herein to the contrary, the City reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the City and the Contractor and, to the extent possible, by reference to any unit costs already established in the Proposal. Without exception, all deletions to the scope of work will be set forth in a written Amendment to this Contract.

B. Notwithstanding the foregoing, the City shall have the right to terminate this Contract pursuant to the provisions of Section 7.18 (B) herein should the Contractor and the City fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.

C. Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract. Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

D. Upon the conclusion of the contract, the City may choose, at its sole discretion, to hire employees currently employed by the Contractor. The Contractor agrees to hold the employee harmless from any action resulting from a City-initiated transfer of employment to a City employee.

7.17 Subcontractors

A. The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor, which is approved in advance by the City. Such subcontractor, which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the City Manager. Goods and services provided by subcontractors, which are reimbursed by the City must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall continuously monitor the subcontractor's performance, shall remain fully responsible to ensure that the subcontractor performs as required and itself perform or remedy any obligations or functions, which the subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent the Contractor from using the services of a common carrier for delivering goods to the City.

B. This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement; the subcontractor shall give its express written consent to the provisions of this Section 7.17. To the extent feasible, the provisions of this Contract shall apply to any such subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any subcontractor a party to this Contract, nor make such subcontractor a third party beneficiary hereof.

C. In the event that the Contractor employs a subcontractor, then the City may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a subcontractor) shall be submitted to the City by the Contractor and the City shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission of invoices and the payment of

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compensation. In no event shall the City have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

7.18 Default and termination

A. In the event that:

1. The Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract (provided that notice of the first two (2) failures shall have been given to the Contractor, but whether or not the Contractor shall have remedied any such failure); or

2. The Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or

3. The Contractor's occupational or business license shall terminate or the Contractor shall fail to provide the City with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or

4. The Contractor fails for any reason to provide the City with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or

5. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

6. The Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or

7. There is any assignment by the Contractor of this Contract or any of the Contractor's rights and obligations hereunder for which the City has not consented in writing; or

8. The Contractor shall default on any other agreement entered into by and between Contractor and the City, then, in its discretion, the City shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the City terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but the City shall have the right to reduce by off-set any amounts owed to the Contractor hereunder or under any other Contract or obligation by the amount of the City's damages and any amounts owed by the Contractor to the City), but the Contractor shall not be compensated for any profits earned or claimed after the receipt of the City's notice of termination by default or after abandonment or wrongful termination. The City's election to terminate or not to terminate this Contract in part or whole for the Contractor's default shall in no way be construed to limit the City's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

B. Notwithstanding anything else herein contained, the City may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the City, and shall settle all its claims and obligations under the Contract, as directed by the City. The Contractor shall be compensated by the City in accordance with the provisions hereof, including in particular Section 7.2 of these General Conditions which shall include a reasonable allowance for costs associated with demobilization and subcontract termination, if any, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the City, with accurate records and data.

C. Bankruptcy and Liquidation - In the event the Contractor (1) makes an assignment for the benefit of creditors, or petition or apply to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets; (2) commences any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; (3) has had any such petition or application filed or any such proceeding commenced against it in which an order for relief is entered or an adjudication or appointment is made, and which remains undismissed for a period of sixty (60) days or more; (4) takes any corporate action indicating its consent

to, approval of, or acquiescence in any such petition, application, proceeding, or order for relief or the appointment of a custodian, receiver, or trustee for all or substantial part of its assets; or (5) permits any such custodianship, receivership, or trusteeship to continue undischarged for a period of sixty (60) days or more causing the Contractor or any third party, including, without limitation, a trustee in bankruptcy, to be empowered under state or federal law to reject this Contract or any agreement supplementary hereto, the City shall have the following rights:

1. In the event of a rejection of this Contract or any agreement supplementary hereto, the City shall be permitted to retain and use any back-up or archival copies of the software licensed hereunder under this Agreement for the purpose of enabling it to mitigate damages caused to the City because of the rejection of this Contract. The City shall exert reasonable efforts to mitigate such damages by use of such back-up or archival copies.

2. In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the City to, as applicable, the Contractor or the bankruptcy trustee or receiver. The Contractor or such bankruptcy trustee or receiver shall not interfere with the rights of the City as licensee as provided in this Contract or in any agreement supplementary hereto to obtain the Source Material(s) from the bankruptcy trustee and shall, if requested, cause a copy of such Source Material(s) to be available to the City.

3. In the event of rejection of this Contract or any agreement supplementary hereto, the City may elect to retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights of setoff with respect to this Contract under the Bankruptcy Code or applicable non-bankruptcy law; or in the event of a rejection of this Contract or any agreement supplementary hereto, the City may retain its rights under this Contract or any agreement supplementary hereto as provided in section 365(n) of the Bankruptcy Code without prejudice to any of its rights under section 503(b) of the Bankruptcy Code.

7.19 City's Authorized Representative

During the term of this Contract, the City Manager or designee may from time to time designate an individual to serve as the City's Authorized Representative (CAR) and an Assistant CAR designated to serve in that capacity in the absence of the CAR, who shall have such authority to act on the City's behalf as the City Manager may from time to time actually delegate to such person, but in no event shall the CAR have authority to modify

or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes.

7.20 Assignment

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the City's prior written consent, which consent may be granted or withheld at the City's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) or any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the City's prior written consent, the City shall be entitled to terminate this Contract pursuant to the provisions of Section 7.17 hereof.

7.21 Notices

A. Unless otherwise stated herein, all notices or other writings which the City is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Proposal. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to the Contractor, or three (3) days following submission to the Contractor by U.S. Certified Mail.

B. Unless otherwise stated herein, all notices or other writings, which the Contractor is required or permitted to give to the City, may be hand delivered to the City Manager and the City Attorney, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to City, or three (3) days following submission to the City by U.S. Certified Mail. Any such notice shall be sent to:

City of Dunwoody, GA
ATTN: City Manager
4800 Ashford Dunwoody Rd
Dunwoody GA 30388

With a copy sent to:

City of Dunwoody, GA
ATTN: City Attorney
4800 Ashford Dunwoody Rd
Dunwoody GA 30388

C. Either party may change its notice address by written notice to the other given as provided in this section.

7.22 Nondiscrimination

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

A. Compliance with Regulations. The Contractor shall comply with the Laws and Regulations as they may be amended from time to time (hereafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of any subcontractor, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by the Regulations.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive proposing or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

D. Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources or information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such

Contract Sanctions as it may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or

2. Cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Contractor shall include the provisions of subsections 7.22 (A) through 7.22 (E) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

G. The Contractor assures the City that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

7.23 Copying Documents

The Contractor hereby grants the City and its agent's permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to the City with or in connection with the Contractor's Proposal or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the City and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by the City for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Georgia Code. This provision shall survive the expiration or termination of the Contract.

7.24 General Provisions

A. The Contract Documents consist of the Contract, the Proposal Forms, the Instructions to Bidders, Request for Proposals, all Addendum(s) issued prior to execution of this Contract, these General Conditions, and the Scope of Work. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addendum(s) to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Proposal Forms, (v) the Instructions to Bidders, (vi) the Scope of Work, and (vii) the Request.

B. This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

C. The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the City and/or its tenants, wherever situated, caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the City, the Contractor shall reimburse the City for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the City.

D. The Contractor warrants to the City that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the City, and the Contractor shall indemnify and save the City harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.

E. The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the City or the Contractor. This Contract shall be deemed

to be made, construed, and performed according to the laws of the State of Georgia. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in DeKalb County, Georgia, and the Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. The Contractor agrees to submit to the jurisdiction of the Georgia courts and irrevocably agrees to acknowledge service of process when requested by the City

F. The section headings herein are for the convenience of the City and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

G. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

H. The delay or failure of the City at any time to insist upon a strict performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. The Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.

I. If the City shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the City in connection with such litigation for all trial and appellate proceedings. The City shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 7.14 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefore, and the expiration or earlier termination of this Contract.

J. The City shall have the right to recover from the Contractor all of the City's costs and expenses incurred in enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation, investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.

K. The Contractor shall be required, during the term of the Contract, at no additional cost to the City, to take such reasonable security precautions with respect to its operations at City Hall as the City in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules, and policies of any governmental authority, including the City, relating to security issues.

L. The City may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to the Contractor (provided, however, that in any emergency situation the City shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the City so cures a default by the Contractor, all costs and expenses incurred by the City in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the City on demand.

M. The Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the City Manager or designee. The Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner, which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the City. At a minimum, the Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the City at its offices; a computer run hard copy; legible microfilm or microfiche, together with access to the applicable reader; compact disc, or similar medium. All such books and records and computerized accounting systems, shall upon reasonable notice from the City be made available in DeKalb County, Georgia, for inspection, examination, audit and copying by the City through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the City and/or its representative such assistance as may be required to allow complete access to such records. The City Manager may require the Contractor and subcontractors to provide other records the City Manager, in his or her sole discretion, deems necessary to enable the City to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, the Contractor and its subcontractors

agree that such amounts shall be payable to the City. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the City, or any claim is made or litigation commenced relating to this Contract by the City, the Contractor, or a third party, shall continue to maintain all such records, and the City shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, the Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the City, the Contractor shall forthwith, upon written demand from the City, pay the City such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the City. Further if such inspection, examination or audit establishes that the Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

N. The City shall, in its discretion, be entitled to deduct from the compensation to which the Contractor is otherwise entitled hereunder, an amount equal to any liabilities of the Contractor to the City, which are then outstanding. In the event that additional work beyond the scope of this Contract is requested by the City Manager and it results in any extra charges to the City, the Contractor shall so advise the City in writing of the amount of the extra charges. The City is not required to pay any extra charges for additional work unless such work and the charges therefore have been approved in advance and have been confirmed in writing within twenty-four (24) hours by the City.

O. The Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner, or legal representative of the City for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the City, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between the City and the Contractor with respect to any employee of the Contractor or of its subcontractors.

P. The Contractor and subcontractors shall prepare and provide the City with all detailed reports as required under the Contract on a timely basis. The City reserves the right to modify the reporting procedures or the form and content of any report, as it deems necessary.

Q. There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.

R. Time is of the essence for the performance of each of the Contractor's obligations under this Contract. The foregoing notwithstanding, any delays in or failure of performance by Contractor shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Contractor. In the event that any event or force majeure as herein defined occurs, Contractor shall be entitled to a reasonable extension of time for performance of its Services under this Contract.

S. In computing any period of time established under this Contract, except as otherwise specified herein the word “days,” when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Georgia or City holidays.

T. The Contractor agrees to perform all acts and execute all supplementary instruments or documents, which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.

U. The City reserves the right to further develop, improve, repair and alter the facilities and all roadways, and parking areas, as it may reasonably see fit, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever to the Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the City or its employees, agents or contractors.

V. The Contractor and the City hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.

W. At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Georgia, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the City or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received, and accepted by it. The City shall have no liability to the Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from the Contractor in connection with this Contract.

* * * END OF GENERAL CONDITIONS * * *

Appendix A - No Response to Request for Proposals

If your company is unable to submit a Proposal at this time, please provide the information requested in the space provided below and return to:

John Gates, Purchasing Manager
CONFIDENTIAL – RFP 20-04
City of Dunwoody
4800 Ashford Dunwoody Rd
Dunwoody GA 30338

Our company's reason for not submitting a Proposal is:

_____
_____
_____
_____
_____
_____

_____
Company Name

By: _____

Its: _____
Name & Title, Typed or Printed

Appendix B - Affidavit
Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Dunwoody, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Dunwoody, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for _____.
[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen
OR
2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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 Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: Date

_____ _____

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE *_____
____ DAY OF _____, 2020 Alien Registration number for non-citizens

Notary Public
My Commission Expires:

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in, the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:
_____

Appendix C - Information Technology Inventory

The following is an overview of the City of Dunwoody IT workloads (Table 1) as well as the list of servers running business applications (Table 2).

Table 1. IT Workloads

Workload Measures	2011	2014	2019
Workstations Supported	105	146	162
Enterprise Applications Supported	10	14	16
Servers Supported	18	37	48
VOIP Phone Supported	85	109	152
Cell Phone/PDA's Supported	45	115	174
Mobile Broadband Devices Supported	48	63	84

Productivity Measures	2011	2014	2019
Service Requests Received	800	1346	1653
Service Requests Completed	800	1340	1601
Certifications/Training Courses Completed	2	2	1
Enterprise Software Deployments	3	5	3
Laptops/Desktops Installed	45	10	60
Servers Deployed	4	11	3

Table 2. Servers and Applications

Model	Manufacturer	Operating System	Applications
Poweredge R520	Dell	ESXi 6.5	ESXi 6.5
Poweredge R620	Dell	ESXi 6.5	ESXi 6.5
Poweredge R620	Dell	ESXi 6.5	ESXi 6.5
Poweredge R730	Dell	ESXi 6.5	ESXi 6.5
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Central Square RMS
VMWare	VMware, Inc.	Microsoft Windows 7 Professional x64	Gears
VMWare	VMware, Inc.	Microsoft Windows 7 Professional x64	CourtTran
VMWare	VMware, Inc.	Microsoft Windows 7 Professional x64	P2P
VMWare	VMware, Inc.	Microsoft Windows 7 Professional x64	Mob2RMS
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Domain Controller
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	City Works with SQL
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Sire OnBase
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Netwrix
VMWare	VMware, Inc.	Microsoft Windows Server 2016 Standard x64	BisCom Fax
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Microsoft Exchange
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	ESRI Server
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	NetMotion
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Windows File Share
VMWare	VMware, Inc.	Microsoft Windows Server 2012 R2 Standard x64	Tyler Incode
VMWare	VMware, Inc.		Zoom Phone Recording
VMWare	VMware, Inc.	Microsoft Windows Server 2016 Standard x64	Genetec Suite
VMWare	VMware, Inc.	Microsoft Windows Server 2016 Standard x64	Axon
VMWare	VMware, Inc.	Microsoft Windows Server 2019 Standard Evaluation x64	vShere Operations Manager
VMWare	VMware, Inc.	Microsoft Windows Server 2019 Standard Evaluation x64	vCenter
VMWare	VMware, Inc.		Cisco CUAC
VMWare	VMware, Inc.		Cisco CUCM
VMWare	VMware, Inc.		Cisco UCXN
VMWare	VMware, Inc.		Cisco CIMP

Appendix D –Cost Table

Submitted by (FIRM) _____

Bidders can submit proposals for provision of municipal services in one, multiple or all service areas. There will be no additional points awarded to firms bidding on more than one service area. The City will evaluate the qualifications of the Contractors to provide the requested services in each service area separately. However, the City recognizes that there are potential economies of scale and cost saving opportunities related to having one contractor providing work in more than one service area. In that spirit, the City encourages proposing firms to respond to more than one service area, as long as the responding firm possesses the required experience in all selected service areas and has the capacity to properly staff and manage the delivery of high quality services for the City.

Pricing may be, but is not required to be, included for each potential combination of service areas in addition to the individual service areas. For example, Bidder submitting a proposal for Parks and Recreation as well as Public Works may include a schedule for Parks and Recreation, a schedule for Public Works, and a schedule if awarded for both service areas. With seven service areas, this creates a potential for an excessive number of alternative pricing options. Accordingly, the City asks each Bidder to consider limiting the number of alternative schedules to the three most likely or most desirable combination of services in addition to the schedule(s) for individual service(s). Contractors may provide additional options, but they are not expected or required.

Throughout the term of the contract, changes to the scope of work may cause the need to include additional staffing to the contract. The Contract may be amended to include additional staffing requirements when the scope changes. The amount of the amendment will be actual costs to the Contractor plus the burden and profit ratios not-to-exceed those ratios proposed in Appendix D.

Please provide the proposed costs for all applicable service areas. If your organization is not proposing for a specific service area, please indicate so by marking N/A in the corresponding row.

Not-to-Exceed Price by Year and Service Area FIRM (_____)

	Not-to-Exceed Price by Year and Service Area					
	2021 [1]	**2022** [1]	**2023** [1]	**2024** [1]	**2025** [1]	**2021 - 2025**
Public Works						
Finance and Administrative Services						
Planning and Zoning						
Information Technology						
Permitting and Inspections*						
Parks and Recreation						
Facilities Management #						

*The City requests that all Bidders proposing for the Permitting and Inspection services shall provide the City with an alternative method of calculating the contract cost in lieu of the lump sum fee and will show the fee in the table above based on a percentage of an estimated $1,000,000 in permitting and inspection revenues. (The City generated $2,338,399. in 2018 and $2,403,523in 2019.) Please provide the proposed percentage of the permitting and inspection services revenue that the Bidder would invoice to recover the costs of service delivery for Permitting and Inspections: _____%

The City requests that all Bidders for Facilities Management provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under 2.8 Scope of Services Facilities Management that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.

Submitted by (FIRM) _____

The City will not compensate the Contractor for any "phase-in" or "ramp-up" expenses. Although services should be provided immediately upon commencement of the contract, any such costs incurred should be included in the burden ratio and spread throughout the duration of the Contract's term. City shall pay the contractors in twelve payments for each month in accordance with the Contract's General Conditions (Section 7.11 (B)) to be reviewed and adjusted in accordance with the Contract's General Conditions (Section 7.11 (G)).

Alternative Option One – Service Areas Included

_____
_____
_____

Alternative Option Two – Service Areas Included

_____
_____
_____

Alternative Option Two – Service Areas Included

_____
_____
_____

Contracts may present additional options but an additional option(s) is not expected or required. If submitted, please use the format provided.

Representative Signature _____

Date _____

Printed Name and Title _____

Telephone Number _____

Email Address _____

Submitted by (FIRM) _____

Cost Table

Please use the following table to list all proposed positions as well as potential positions that may potentially be needed later during the term of the contract. Please use a separate cost table for each Service Area. For the second column labeled "FTE Equiv", please include the anticipated percentage of time the position will spend dedicated to City contracted services. If you anticipate that percentage changing during the contract term, please use a separate line for each time it changes, as exemplified below. Alongside each position, add the not-to-exceed annual rate of compensation for each position for each year of the contract. In the final two columns, add the burden ratio and profit ratio. Burden ratio should include all non-direct labor costs including taxes and benefits, back office support and project management, communication and transportation equipment, dues and training, phase-in costs, etc. As a reminder, the burden ratio should include at least 5% of the direct labor to be used as directed by the City for training and travel related to training as specified in Section 3.3.2 (except for Facilities Management).

The total shown above in Appendix D, Page III should be the sum of the proposed positions, burden ratio and profit ratio except for Permitting and Inspections and Construction Management reflected as a percentage of revenues.

The City requests that all Bidders for Facilities Management provide the city the cost by function excluding major repairs and consumable supplies. The bidder is recommended to include the breakdown in the COST TABLE BELOW of the services under 2.8 Scope of Services Facilities Management that are not specifically listed as the City's responsibility by dollar value and not list those services by FTE.

Firm Name _____

Firm Name: _____

Position/Action	FTE Equiv	2021 Direct Labor	2022 Direct Labor	2023 Direct Labor	2024 Direct Labor	2025 Direct Labor	Burden Ratio	Profit Ratio	Not-To-Exceed Position Price
EX. Accountant	1.0	$50,000	$52,500	$55,125	$57,881	$60,775	50%	20%	$469,678
EX. Accountant	0.5				$25,000	$26,250	50%	20%	$87,125
For Facilities:									
EX. Custodial/ Maintenance Work	NA	$50,000	$52,500	$55,125	$57,881	$60,775	-	-	$469,678
EX. Landscaping	NA	$1,000	$2,000	$3,000	$4,000	$5,000	-	-	$15,000
EX. HVAC Maintenance	NA	$1,000	$2,000	$3,000	$4,000	$5,000	-	-	$15,000

Appendix E – Examples of Previous Work with Similar Operations and Clients

The Technical Proposal Contract may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material in an **Appendix: Examples of Previous Work with Similar Operations and Clients**, but that information may or may not be read by reviewers and will not be considered part of the official proposal.

RFP 20-04 ADDENDUM 1
Municipal Government Services

3-25-2020

Addendum 1 refers to the Pre-Proposal Conference scheduled at 1 p.m. ET on Monday, March 30, 2020 becoming a call in conference. See details below.

In light of the COVID-19 pandemic, the pre-proposal conference for RFP20-04 Municipal Services will be a call in conference. It is scheduled for 1 p.m. on Monday, March 30, 2020.

Please click the link to join the webinar: https://zoom.us/j/378808234

Or iPhone one-tap: US: +13126266799,, 378808234#

Or call: US: 13126266799 Code: 378808234#

Submittal Guidelines Remain Unchanged:

Contractors wishing to bid must submit complete and concise proposals in a sealed package, which shall be clearly marked **"John Gates, Purchasing Manager – Confidential RFP 20-04. Municipal Government Services."** Within the proposal package, Bidders shall submit a separately sealed **TECHNICAL** proposal and separately sealed **COST** proposal prepared according to the instructions provided in this RFP. The City must receive proposal packages **no later than 2:00 pm EST, Monday, April 17, 2020**, at which time all technical proposals will be publicly opened. Proposals will not be accepted if sent by facsimile or e-mail. The City will not consider proposals received after the time and date specified for the opening; the City will return late proposals unopened. Furthermore, proposals are legal and binding when submitted.

RFP 20-04 Addendum 2 Municipal Government Services

April 7, 2020

Questions and Answers

1. **What is excluded from the page count? Transmittal letter, cover pages, table of contents? What is included in the 50 page limit? For instance, front and back covers, section dividers, table of contents, et cetera?** The number of pages in the PDF will consist of the pages counted towards the 50-page limit and only pages in the Technical Proposal count towards that limit. The separate Cost Proposal and/or the Appendix of Other Work is not in that total. Any Appendix or Cost Proposal should be separate PDFs from the Technical Proposal. If you are bidding on more than one area, the Technical Proposal may exceed the 50-page limit as referred to in the next question. **If proposing on multiple departments is the page limitation 50 pages per department? (We don't think that we will need nearly that many pages, but we may need some pages beyond 50 to cover multiple departments.)** The 50-page limit is per section on which you are bidding. Example: If you bid on two sections, you then have 100 pages. **Are the required forms counted as part of the 50 page limitation?** Yes, everything except the Cost Proposal and the Appendix consisting of Other Examples of Work are within the 50-page limitation. **Clarification provided in the Pre-proposal Conference contradicts verbiage in the RFP. The RFP section 2.3.1 Technical Proposal Content: "The Technical Proposal Content may NOT exceed fifty (50) total 8 ½ x 11 pages not including anything in the appendices, some of which are part of the cost proposal. Proposers are allowed to submit supplementary material above the fifty page limit in an Appendix: Examples of Previous Work with Similar Operations and Clients, but that information may or may not be read by reviewers and will not be considered part of the official proposal" The Pre-proposal Conference: Mr. Vinicki commented that the 50 page limit referred to the number of pages in the pdf of the proposal.** That limitation was referring only to the Technical Proposal, as references above. In summary – the 50-page limit is the Technical Proposal only and there is 50-pages per section on which one is bidding. Cost Proposal and the Appendix are separate.

2. **On page 68 of the RFP is the following text: Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to John Gates, Purchasing Manager, 4800 Ashford Dunwoody Rd, Dunwoody GA 30338 or by e-mail to Purchasing@dunwoodyga.gov no later than Friday, March 27, 2020 at 2:00 pm EST.** This date of Friday, March 27, 2020 at 2 p.m. EST was restated to Friday, April 3, 2020 at 2 p.m. ET at the pre-proposal conference.

3. **If we propose on multiple departments, we may need to provide more than the three reference projects. Can we provide three reference projects per department and not have the "extra" references count against the 50 page limitation?** You may provide three references for each area on which you are bidding and the 50-page reference is per area of the Technical proposal.

4. **Can you provide a list of the field service contracts held by the City, e.g. pothole patching and mowing, for the departments listed in the RFP and the number of work orders and dollar volume of activity for each for the two most recent years?** The number of field service contracts involved in all area of city operations is large and not all information is tracked uniformly. Specific open records request by subject area may provide documents to answer questions for some activities.

5. **Would the City view a bid that combined the Finance and Administration Department with any other department or departments as creating a conflict of interest?** No, it would not be viewed as a conflict of interest.

6. **Are hyperlinks to online content acceptable within the main body of the proposal?** If hyperlinks are included within the proposal, evaluators do not have to go to the hyperlink (as information on hyperlinks may change after submittal) and the individual evaluator may deem the proposer non-responsive to that part of the proposal by referring to an outside source.

7. **Can organizational charts be on 11 x 17 pages and if so would they count as one or two pages?** All proposals are to be on 50 8 ½ x 11 pages. If you have items which expand beyond that limit, they should be broken into separate pages or condensed to 8 ½ x 11.

8. **What is the breakdown on number and job title for employees currently on staff in the Planning and Zoning department, and the Permitting and Inspections department? For example, how many code enforcement officers, plan reviewers, planners, inspectors, etc.** The current contracted staffing for each department, not just Planning, can be fluid based upon the needs at a given time, some individuals working currently are fractional staff split between Dunwoody and other cities or counties. We refer all proposers to the existing contracts and amendments to those contracts for references to possible FTE alignments. **Under 1.2 of the RFP, it states: "Accordingly, head counts, existing staff evaluations, organization structures and costs may not be relevant to proposals for this RFP and should be considered only under this understanding." Understanding that past and current contractor staff supporting the City may be different than what has been provided, will the City provide historical or current FY data regarding FTEs of staff provided by contractors for each department along with position descriptions and related labor category qualifications sought by the City?** The city does not keep uniform information on contracted by department and we refer proposers to the existing contracts and amendments. **Along with labor categories and position**

descriptions, will the City provide information regarding levels of experience for the service positions sought by the City? The City assumes the proposals will provide the proper levels of experience to cover the scope of services.

9. **Also, will you still be requiring physical copies of the proposal to be submitted or will you be moving to an upload or email submission? In light of the COVID-19 outbreak and the subsequent obstacle to safely accessing printers and binding supplies, would the City of Dunwoody consider accepting online-only submittals?** The hard copies and delivery method will still be required. While City Hall is closed to the public, deliveries are still accepted by all couriers.

10. **Would the City delay or eliminate the requirement for a notary to attest to required signatures?** For the purpose of this proposal, the use of a notary to attest is waived. However, a notary will be needed at contract signing stage for the successful firms.

11. **Concerning Information Technology: How many full time IT employees will this IT Manager (contractor) manage? Are you replacing your whole IT full time staff, or just some key roles? Which roles?** There are no full time city employees in Information Technology; the contract would be to manage the entire department**. These mid-to-upper level specialists to primarily support public safety systems will be onsite?** Staff to assist with public safety and all non-public safety supporting staff are expected to be on site as needed to accomplish the tasks in the proposal. **Will all hardware, software, maintenance costs be covered by The City as the owner of the assets?** The cost to maintain hardware and software owned by the City will be covered by the City. Any proprietary software to be used exclusively by the chosen vendor is to be covered by the vendor.

12. **First, which City staff members (direct or contracted) have been asked to serve as an evaluator on the proposals?** Exact membership of all City staff members has not been determined given the current COVID-19 pandemic, but fulltime department heads will be an evaluator over their areas and no contractor will be allowed to evaluate any proposal or participate in its review. **Secondly, will any contracted personnel (including the purchasing manager) have access to the technical or pricing proposals before they are available to Council as a recommendation or otherwise made public?** With the exception of the purchasing manager, contracted staff will not participate in any part of the evaluation process. The purchasing manager will be acting in an administrative duty only and not as an evaluator. Contracted staff will have access to any records available under the Georgia Open Records Act as if they were not working for the City.

13. **What are the problem areas and trouble shooting involved with the website today?** Currently, IT staff work trouble shooting minor website issues and working with the third party application, but the majority of issues are addressed by the third party vendor. **If there are additions or changes need, how is that process handled?** If

additional work outside of the scope is needed a contract amendment would be required. It would have to be approved by Mayor and Council.

14. **On the cost table, example shown on page 112 of the RFP. Can a firm choose to combine the Burden Ratio and Profit Ratio into a single percentage number?** For departments where burden and profit ratio information is required, those items may not be combined and doing so may make the bid considered non-responsive.

15. **Given that the City has added a Facility Management Department, does the following still apply under Finance and Administration? 1.3.1.9 Perform roles related to facility management including, but not limited to, small repairs at City Hall, maintenance of building equipment such as door locks and key assignments and coordination with property management. The item contained in the Finance RFP 1.3.1.9, does not appear to belong in the Finance RFP.** Correct. This aspect should be removed under the Scope of Work for Finance & Administration.

16. **It would appear there might be a discrepancy in the numbering in the RFP.** Correct. In the final uploaded version of the RFP, the automatic numbering system changed Section 2 into a second Section 1 and changed Section 3 to Section 2 by accident. The numbers following the 1 or the 2 in changed sections were still correct in most all instances. (Ex: 2.2.1 became 1.2.1. in most instances.) The auto numbering self corrected with Section 4. Proposals listing items in the Scope of Services can use the original listing or modify them. Firms should at minimum maintain the same order. **There is no section 2.1(g) as referenced on page 57 (and five other places). "2.3.1.3.2 Qualifications of Staff - The City expects staffing levels within the service areas to remain flexible to allow additional back office support when applicable. Therefore, the City acknowledges that Contractors may occasionally alter staff. Please note that the City has the final say on any staffing replacements and Contractors may not replace staff until receiving approval from the City. – See Section 2.1(g) regarding staff reassignments. In addition, Bidders shall provide answers to the following: ..." On RFP page 55, element 2.3.1.2 states: "Bidders shall respond in detail to the requirements listed for the service area(s) of their choosing as well as the scope of services lists in 2.1 Scope of Services." Should this reference be to element 1.1 Scope of Required Services found on pages 8-11 of the RFP**? Correct. In the posted RFP, this would be the second Section 1.1(g). **3.3 Proposal Content has sub-numbering that sequentially begins with 2.3.1.** There are two bullets in the posted RFP (Section 2 Proposal Format) which kept the Section 3 number: They are 3.3 Proposal Content and 3.3.2 Cost Proposal Content. **Section 2.3 Finance and Administrative Services is 2.3 in the TOC and incorrectly sequentially numbered beginning with 1.3 in the detailed discussion beginning on page 21.** In summary, all items between pages 8 and 52 should start with the number 2 not 1, items between pages 53-50 should start with a 3 not 2.

17. **Would the City honor a bidder's request to hold in confidence resumes marked "Confidential"? This pertains to individuals who currently work for other organizations submitting a letter of commitment to join the contractor's team as a new hire in support of the City.** All information submitted in any RFP that is subject to the Georgia Open Records law will remain so.

18. **To conserve space and avoid duplication, will the City accept proposals presented in an order different from the RFP so long as the proposal responds to each element requested by the City and includes specific cross-references clearly identifying which RFP element is being referred to? For example, under the General Service delivery requirements, could common activities, such as those related to staffing and training, be grouped and addressed together as an integrated activity, once again, so long as specific cross-reference is made to respective RFP elements being addressed? Under 2.3.1.2 of the RFP, it states that "Failure to address any item listed below may result in rejection of a proposal." The RFP then lists seven general requirements that the City would like offerors to respond to. Given that most of the requested information identified by the seven bullets is covered under General Requirements items a – ee, can offerors organize their response to requirement a – ee so that they address the seven bulleted requirements to avoid duplication?** The proposals by bidders are to maintain the same order as requested. Proposals may refer to a previous answer in the response for brevity, but omitting the answer and combining elsewhere is not permissible. Example. "This is addressed in 2.X.X.2" would be permissible. To combine those answers at one location and not refer to where it is could be considered non-responsive by an evaluator.

19. **Will the City consider establishing a budget and funding for "Other Direct Costs" for items the contractor is expected to provide? (Uniforms, boots, tablets, any non-training related travel for example). This budget would be priced separately from labor pricing, identified as an ODC pool of dollars, and would be utilized upon review and approval from the City.** Those costs are assumed to be within the burden cost provided in the proposal.

20. **Does the City's Finance and Administrative Services contract provide administrative service support for respective SOW service areas 2.2 - 2.8? Or should the offeror include administrative support as part of its staff plan if the offeror believes such support is necessary?** The administrative support for Finance & Administration is for that department as well as for overall city functions – front desk support and the city manager's office. Should the provider feel that they would need administrative support for their department individually that should be included in the proposal.

21. **Will the annual reconciliation of billed amounts compared to amounts derived from W-2 data be performed by individual labor category or by each service area?** By service area.

22. **Does the City accept electronic plans for review?** Yes.
23. **Is CDBG support services provided under Planning and Zoning?** The City does not currently accept CDBG funding, however that function would fall under Community Development.

24. **Can bidders propose alternatives to FTE pricing for specialized services such as the security component of IT?** For Information Technology, the official proposal must be based on FTE. The scoring will be based on that form of cost proposal and no firm will be selected based on an alternative cost proposal being present in their submittal. However, if a firm includes an alternative in their scope and that firm is selected as the finalist, they may ask to negotiate using their alternative model, but the City reserves the right to reject that alternative and hold the firm to their original cost proposal.

25. **Will the City consider contract changes based on a review by our insurance company representative?** It may be considered with successfully bidding firms.

26. *The following questions were submitted shortly before the deadline. Due to the COVID-19 pandemic and a temporary staff shortage, we have not been able to address them as of yet, but plan to as soon as possible in another addendum.*

    1. Can we get a complete listing you're your inventory? You have 48 servers in your total but list only 27 (including the VMware hosts) in the inventory. (including specifications of each)
    2. What is your email platform? What version are you running?
    3. Do you have mail archiving
    4. Can you supply an inventory of networking equipment? Switches, routers, firewalls
    5. Do you have a mobile device management platform. It is in house or provided by a service.
    6. Is your VOIP phone system provided as a service or in house.
    7. What are your 16 enterprise applications.
    8. Of your 162 workstations supported, how many are windows 7, windows 8, windows 10, non windows, how many workstations are running home version.
    9. of your 48 servers how many are 2008 server or older, how many 2012, 2019.
    10. How many SQL servers are in use. versions.
    11. How many applications share SQL servers.
    12, What ISP speed do you have at your location(s)
    13. How are the Cities sites interconnected on the network.

14. In the case of a DR scenario, how many of your servers would be considered mission critical. (of the 48 listed)
15. How do employees work remotely, if there is a remote working policy in place.
16. How does public safety connect to the network.
17. What is the distribution of Public safety equipment to City Equipment (servers/workstations/phones)
18. How much total data do you have in use across the 48 servers. How much of that data applies to mission critical servers.
19. 1.5.2.8 Does the city want the vendor to host the City's email service or is the city requesting a contact list from the vendor?
20. 1.5.2.9 Does the City have a compliance policy for the DR plan or is this a state requirement?
21. 1.5.11 Is the city requesting for the vendor to archive and host historical emails or just provide discovery services?
22. 1.5.2.13 Does the city want the vendor to provide offsite storage in addition to the city's files servers? Does the city want the vendor to host a VPN for remote users or for the vendor to configure a VPN tunnel for the city?
23. Does the city require all staff to be onsite or would be open to having a hybrid approach of some staff on-site and some remote.

Pre-Proposal Conference Attendee List on March 20, 2020

City Staff

Eric Linton, City Manager
Sharon Lowery, City Clerk
Billy Grogan, Police Chief
J. Jay Vinicki, Assistant City Manage
Linda Nabers, Finance Director
John Gates, Purchasing Director
Ginger LePage, IT Manager
Nicole Stojka, HR Director
Richard McLeod, Community Development Director
Brent Walker, Parks and Recreation Director
Michael Smith, Public Works Director
Michael Starling, Economic Development Director

The below list consists only of those individuals outside of City staff that responded by email that they attended the pre-proposal conference. Due to the nature of call-ins for the teleconference, this list is assumed to be incomplete.

Chris Pike
Carlos Huntley – Coffeetree Group
James Sibel – Coffeetree Group
James Wardrop – Coffeetree Group
Matt Houser – Jacobs
Prasad Yedavalli – 3Di
Laura Cook – JAT Consulting
Rachel Bembry – JAT Consulting
John Wesley Scales, Jr. - Diversified Technologies, LLC
John Dulmer – Jacobs
Bob Koncar – Inframark
John Drysdale – Lowe
Kevin McOmber – CPL
Ariel M Robles – TekRecruiters
Steve Willienborg – Nova
Robert Porche - Jacobs

RFP 20-04 Addendum 3 Municipal Government Services

April 8, 2020

Questions and Answers

1. Can we get a complete listing you're your inventory? You have 48 servers in your total but list only 27 (including the VMware hosts) in the inventory. (including specifications of each) See attached spreadsheet

2. What is your email platform? What version are you running? Exchange 2013 Standard

3. Do you have mail archiving Yes.

4. Can you supply an inventory of networking equipment? Switches, routers, firewalls The request list is very general and we recommend using a specific open records request for documentation associated with it.

5. Do you have a mobile device management platform. It is in house or provided by a service. Maas360

6. Is your VOIP phone system provided as a service or in house. In house-cisco PBX

7. What are your 16 enterprise applications. OnBase, Incode, TCM, Central Square, Exchange, City Works, ConnectWise, Genetec, ArcGIS, UCS, Veeam, Sharepoint, Maxview, Office, Axon, Maas360

8. Of your 162 workstations supported, how many are windows 7, windows 8, windows 10, non windows, how many workstations are running home version. Windows 10 Pro and Windows 7 Pro

9. of your 48 servers how many are 2008 server or older, how many 2012, 2019. 2 – Server 2008. 24 – Server 2012. 10 – Server 2016. Remaining servers are Linux.

10. How many SQL servers are in use. versions. 8 – SQL Server 2012 Standard. 3 - SQL Server 2016 Express. 1 SQL Server 2008 Standard

11. How many applications share SQL servers. None

12. What ISP speed do you have at your location(s) 100

13. How are the Cities sites interconnected on the network. Sites are connected via a combination of site-to-site IPsec VPN tunnels and routing over private point-to-point links

14. In the case of a DR scenario, how many of your servers would be considered mission critical. (of the 48 listed) ~10

15. How do employees work remotely, if there is a remote working policy in place. Employees work remotely using a variety of methods. The employee handbook discusses working from home.

16. How does public safety connect to the network. They use a secure VPN

17. What is the distribution of Public safety equipment to City Equipment (servers/workstations/phones) Without knowing what specific equipment is included in this request, it is impossible to calculate.

18. How much total data do you have in use across the 48 servers. How much of that data applies to mission critical servers? See attached spreadsheet. ~30 TB for just mission critical.

19. 1.5.2.8 Does the city want the vendor to host the City's email service or is the city requesting a contact list from the vendor? Email is current on premise on Exchange 2013 but will be migrated to Office 365 this fiscal year. The vendor will oversee that management.

20. 1.5.2.9 Does the City have a compliance policy for the DR plan or is this a state requirement? Disaster recovery policies are to be overseen by the vendor and in compliance with all federal and state laws.

21. 1.5.11 Is the city requesting for the vendor to archive and host historical emails or just provide discovery services? Archiving email is currently done by Barracuda and the vendor will oversee that management.

22. 1.5.2.13 Does the city want the vendor to provide offsite storage in addition to the city's files servers? Does the city want the vendor to host a VPN for remote users or for the vendor to configure a VPN tunnel for the city? Offsite storage is done by Microsoft Azure and at the City Annex. The vendor's must oversee and manage efforts for offsite storage.

23. Does the city require all staff to be onsite or would be open to having a hybrid approach of some staff on-site and some remote. The vendor is expected to have staff in place to complete the work in the scope of services.

Note: Addendum Three mistakenly included a file with security related information non-redacted. Those pages have been redacted in this contract.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 6:15 p.m. Request Council Approval authorizing staff to execute a Professional Service Agreement with BrightView for landscape maintenance of 212 miles of Right-of-Way in the amount not to exceed $736,000.00, excluding the Fulton Industrial Area from the General Services Professional Services Budget. Brightview was the second lowest responsive bidder of ITB 22-001 released late last year. The lowest bidder that was awarded the contract doesn't have the resources to manage the proposed scope. The agreement will be effective October 1, 2022, and ending September 30, 2023 with three one-year renewal terms until September 30, 2026.

DATE: August 23, 2022

SUBJECT: 6:15 p.m. Request Council Approval authorizing staff to execute a Professional Service Agreement with BrightView for landscape maintenance of 212 miles of Right-of-Way in the amount not to exceed $736,000.00, excluding the Fulton Industrial Area from the General Services Professional Services Budget. Brightview was the second lowest responsive bidder of ITB 22-001 released late last year. The lowest bidder that was awarded the contract doesn't have the resources to manage the proposed scope. The agreement will be effective October 1, 2022, and ending September 30, 2023 with three one-year renewal terms until September 30, 2026.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
BrightView ServiceAgreement 736K	Cover Memo	8/22/2022

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.*		
❑ **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*		
❑ **Human Resources Director** *Complies with HR policies and procedures; positions are budgeted*		
❑ **Public Safety** *Complies with Division/programmatic processes. Specify Fire or Police*		
❑ **Public Works Director** *Complies with Division/programmatic processes*		
❑ **Other (Clerk's Office, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area*		
❑ **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**

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

DECISION MEMO

TO: Tammi Saddler Jones
City Manager

THROUGH: Don Toms
Assistant City Manager

FROM: Antonio M Valenzuela
Public Works Director

DATE: August 12, 2022

SUBJECT: Request Council approval authorizing staff to execute a Professional Service Agreement with BrightView for landscape maintenance of 212 miles of Right-of-Way in the amount not to exceed $736,000.00

Background:
The Department of Public Works is seeking authorization to execute a Professional Service Agreement with BrightView for landscape maintenance of 212 miles of Right-of-Way in the amount not to exceed $736,000.00, excluding the Fulton Industrial Area. Brightview was the second lowest responsive bidder of ITB 22-001 released late last year. The lowest bidder that was awarded the contract doesn't have the resources to manage the proposed scope. The agreement will be effective October 1, 2022, and ending September 30, 2023 with three one-year renewal terms until September 30, 2026.

Fiscal Impact
Upon approval, the agreement between the City of South Fulton and Brightview will be budgeted under the Capital Budget funding line 100-4100-52-1200

Decision Needed: Authorize staff to execute a execute a Professional Service Agreement with BrightView for landscape maintenance of 212 miles of Right-of-Way in the amount not to exceed $736,000.00

Decision: **Approved ❑ Disapproved ❑**

Comments:

_____

_____

_____ _____

Signature **Date**

PROFESSIONAL SERVICE AGREEMENT

FOR

(LANDSCAPE MAINTENANCE OF 212 Miles of City Right of Way)

This Service Agreement (hereinafter "Agreement") is made by and between Brightview **(**hereinafter "Consultant" or "Contractor") located **PO BOX 740655, Atlanta GA 30374-0655** and **The City of South Fulton, Georgia** (hereinafter "City of South Fulton" or "City").

WITNESSETH:

WHEREAS, Consultant is a Georgia Firm engaged in the business of, among other areas of business; Landscape Maintenance; and

WHEREAS, City of South Fulton has a need to acquire the services described in the Comprehensive Landscape Services Proposal attached hereto as Exhibit A (hereafter "Services"); and

WHEREAS, Consultant is willing and able to render the Services and desires to perform the Services for City of South Fulton; and

WHEREAS, City of South Fulton desires to acquire the Services from Consultant;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services.**

Consultant hereby agrees to render the Services to City of South Fulton as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference. Consultant agrees to perform the Services at the direction of the ***Public Works Director****, 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

a. Fee. As consideration for the Services, City of South Fulton shall pay to Consultant the **Agreed Fee** as described in **Exhibit A ($736,000.00)** attached hereto and incorporated herein by this reference.

b. Manner of Payment. Consultant shall, monthly, prepare and submit to the City of South Fulton Finance Department an invoice, indicating Items Supplied during the applicable time period, together with such supporting documentation as may be required by City of South Fulton. Each invoice shall be paid within thirty (30) days after submission of an invoice.

3. Relationship of Parties.

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City of South Fulton and Consultant. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City of South Fulton and Consultant. It is expressly agreed that Consultant is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Consultant shall not be eligible for any benefit available to employees of City of South Fulton including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Consultant under this Agreement. Consultant shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for City of South Fulton.

4. Term

This Agreement shall become effective as of October 1, 2022 and shall continue in effect until September 30, 2023. The City Shall have the right to renew the Agreement for three (3) additional 1-year terms. City Shall provide notice of renewal at least 30 days prior to expiration of the current term.

5. Termination.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If City of South Fulton fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement.

b. If Consultant fails to perform or observe any of its duties or obligations under the terms of this Agreement.

c. If City of South Fulton or Consultant shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated without cause by either party at any time upon written notice in accordance with Section 12 below by giving 30 days written notice.

If this Agreement is terminated pursuant to this paragraph, Consultant shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

6. **Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Consultant shall immediately terminate the Services hereunder and shall deliver promptly to City of South Fulton all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. **Standard of Performance and Compliance with Applicable Laws.**

Consultant warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Consultant agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act and the Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit B, and agrees to execute and provide such certifications to City of South Fulton, which are incorporated into and made a part of this Agreement.

Consultant warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Consultant hereunder or which in any manner affect this Agreement.

In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during

performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

8. **Conflicts of Interest.**

Consultant warrants and represents that:

a. The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Consultant is not presently subject to any agreement with a competitor or with any other party that will prevent Consultant from performing in full accord with this Agreement; and

c. Consultant is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and

d. Consultant shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information.**

Consultant acknowledges that it may have access to and become acquainted with confidential and other information proprietary to City of South Fulton including, but not limited to, information concerning City of South Fulton, its operations, customers, citizens, business and financial condition, as well as information with respect to which Consultant has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Consultant agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Consultant under this section shall survive the termination of this Agreement.

10. **Not Applicable.**

11. **Assignment.**

Consultant shall not assign this Agreement, or the rights and obligations created herein without the prior express written consent of City of South Fulton. Any attempted assignment by Consultant without the prior express written approval of City of South Fulton may, at City of South Fulton' sole option, result in the termination of this Agreement without any notice to Consultant of such termination.

12. **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 when 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:	**With copies to:**
Antonio Valenzuela	**City Attorney**
5440 Fulton Industrial Blvd Atlanta, Georgia, 30336	5440 Fulton Industrial Blvd Atlanta, Georgia, 30336

If to Consultant: **With copies to:**
Chris Dyer Business Developer PO BOX 740655 Atlanta, GA 30374-0655

13. **Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

14. **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 constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. **Disputes.**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to City of South Fulton of the claim and the intent to initiate a civil action.

16. **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.

17. **Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

18. **Heading.**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

19. **Interpretation of Exhibits and Exclusion of External References.**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Consultant. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Consultant, the provisions of the main body of this Contract Agreement shall control. Website links inserted by the Consultant into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

20. **Not Applicable.**

21. **Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

The City of South Fulton

Contractor: (Brightview) -

Tammi Saddler Jones,
City Manager

By:_____

Name:_____

Title:_____

Corporate Secretary/Assistant Secretary (Seal)

_____

Effective Date

Approved as to form:

_____

Vincent Hyman, City Attorney

EXHIBITS

EXHIBIT A	Contractor Proposal
EXHIBIT B	Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
EXHIBIT C	Insurance Requirements

EXHIBIT B

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 Identification Number

_____

Date of Authorization

_____

Name of Contractor

_____

Name of Project

_____

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true

and correct. Executed on_____in_____(city),_____(state).

Signature of Authorized Officer or Agent

_____

Printed Name and Title of Authorized Officer

_____

or Agent SUBSCRIBED AND SWORN

BEFORE ME

ON THIS THE_____DAY OF _____

_____

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT C

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Agreement is in force, 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. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

6. **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/ $3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional

services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

A copy of these endorsements shall be provided to the City.

Certificate Holder should read:

The City of South
Fulton 5440 Fulton
Industrial Blvd
Atlanta, Georgia
30336

BrightView

Comprehensive Landscape Services Proposal for City of South Fulton Roadways

July 7, 2022

Chris Dyer

July 7, 2022

Antonio Valenzuela
City of South Fulton, Public Works Director
5440 Fulton Industrial Blvd, SW
Atlanta, GA 30336

RE: Landscape Maintenance of 212 Miles of City Right of Way

Dear Antonio,

Thank you for the opportunity to submit this proposal. Your landscaping creates a first and lasting impression for all current and future residents, visitors and businesses. That makes your choice of service partner very important. BrightView is grateful for the chance to continue our relationship with City of South Fulton.

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 that visit.

A QUALIFIED & PROACTIVE CLIENT SERVICE TEAM

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, Luis Sanchez, will be dedicated to the careful stewardship of your landscape and its enduring beauty and value**.** Luis has been an integral part of managing 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.

Best regards,

Chris Dyer
Cell: (404) 747-8085
Chris.Dyer@brightview.com

What's Inside

I. Benefits of a Strategic Partnership

- Scope of Work Notes
- A Landscape Plan Designed for Your Property

II. Solutions that Make a Difference

- Results in the First 30 Days
- Quality Site Assessment Program

III. Your Team

- Your Customer Service Team
- Key Accountabilities

IV. Experience the Difference in Quality

- Training Your Team to Exceed Your Expectations
- A Safe Community and Workplace is Our Priority
- Preserving the Value of Your Asset
- Emergency Response Team, Ready When You Need Us
- A Custom Color Program For Your Brand and Budget
- Your Full Service Landscape Expert

V. Appendixes

- Current Properties
- Pricing

Benefits of a Strategic Partnership

Cost Effectiveness

You get a dedicated Account Manager who is proactive, provides ongoing communication, and is responsive to your needs; plus, local teams that consistently deliver high-quality services. This proactive approach allows you to avoid large surprise expenses when it comes to trees, turf, plant material, irrigation, and general grounds maintenance.

Risk Mitigation

Our intense safety program and high levels of general liability and workers' compensation insurance significantly reduce your liability exposure. Our expert plant care ensures your landscape investment and property values are protected.

Emergency Response

You can leverage our national resources for local storm and disaster preparation and response, minimizing damage to your property. From hurricanes and severe summer storms to crippling winter snow and ice storms, our crews quickly mobilize to minimize the impact on your 24/7 operations.

Communication of Safety Concerns and Landscape Issues

Throughout the property, there are a variety of safety concerns, from trees, to unsafe portions of the walking trail. We make your job easier by inspecting the property, communicating our concerns, and providing solutions to avoid incidents and costly surprise expenses.

Results in the First 30 Days

Our goal is to show a noticeable difference within the first 90 days on the job. Through our onsite inspections, property reviews and conversations with you and your team, together we will construct service, communication and action plans best suited for your community. Some of the tasks might be outside of scope and be proposed separately.

Irrigation

- Check irrigation systems and components for proper operation
- Map the system showing locations of major components
- Adjust watering for desired moisture
- Recommend necessary repairs and upgrades

Shrubs and Beds

- Remove weeds
- Prune selected shrubs
- Bevel cut edges of groundcover adjacent to hardscape
- Treat ant mounds
- Create and implement plan to remove dead or declining plant material

Safety

- Trim plant material or trees hindering or blocking line of sight at intersections and monuments – extra billable service
- Ensure trees are sufficiently elevated to 10 feet for visibility – extra billable service
- Identify drainage problems and propose solutions

Communication

- Introduce the Account Manager and walk the site together
- Determine your communication preferences
- Provide an initial report with an action item list of priorities
- Provide a weekly written update via email to document our initial progress.

Turf

- Apply post-emergent weed control where necessary
- Apply pre-emergent weed control to inhibit new weed growth
- Map turf areas severely impacted by shade and recommend solutions that can be implemented over time

Trees

- Elevate tree canopies for vehicular and pedestrian clearance- extra billable service
- Inspect trees for insect and disease issues
- Create and implement plan to remove dead or declining trees

Quality Site Assessment Program

To ensure a successful partnership, effective communication and quality control is one of our top priorities. We have found the best way to keep our customers highly satisfied is to always make sure we understand your current needs and priorities. We believe strongly in being proactive in our communication and have designed a proprietary Quality Site Assessment (QSA) Mobile Application that helps generate a monthly punch list for activities throughout the property.

Our quality is defined by our proactive partnership

- All managers are equipped with iPhones to be able to communicate with client via telephone, text message, and email
- iPads are used to document site conditions, create enhancement recommendations and conduct site assessment reports that can be shared electronically with client immediately after the site walk
- 24-hour/365-day ability and commitment to respond quickly to emergencies or special requests
- Our QSA's provide digital photos to document, tasks, technical issues, damage and plant health related concerns.

Quality Site Assessment

General Information

Property Name: Southwinds I & II
Date: Tuesday, January 24, 2017
Next Inspection Date:
Client Attendees:
Brightview Attendees: Charles Bland

CUSTOMER FOCUS AREA:

CARRYOVER ITEMS (CheckBox = DONE): None Noted

MAINTENANCE ITEMS:

1) Prune podocarpus to 6' in overall height surrounding shower
2) remove any palm seedlings coming up in garlic bed in main courtyard
3) Remove any Cogan grass coming up through garlic in main courtyard
4) Recommend rejuvenation prunung of pittosporum in pool area to approximately half in height
5) Prune oleanders in pool area to approximately 6 feet in overall height also pruning 25 to 50% of the total canes to grade
6) Discuss with Debbie the pruning of pittosporum on Southeast corner of condos possibly pruning to half of its current height
7) Provide proposal for drainage in large pots on parking deck with seasonal plantings
8) Request approval for $1000 to replenish ferns and fatsia in east and west courtyards. 8 three gallon fatsia 60 total one gallon ferns
9) Cut back one declining ligustrum on west side of ramp allowing to reflush
10) Cut back all roses to 18 inches in overall height
11) Remove all volunteer Palm's coming up through liriope at main entrance
12) Treat dollar weed in junipers east of parking garage
13) Cut back all ornamental grasses throughout

RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS:

NOTES TO OWNER/CLIENT:

Key Accountabilities

Our branch operating model has clear lines of accountability designed to create a unique customer service experience and superior quality.

TITLE	RESPONSIBILITIES
Branch Manager	• Accountable for your complete satisfaction • Manages Branch operations and safety • Branch financial performance • Employee Recruiting • Interfaces with on-site contact regularly • 24/7 Emergency Responder
Account Manager / Superintendent	• Accountable for your complete satisfaction • Maintains schedule and Horticulture Calendar • Performs routine Quality Site Assessments • Ensures compliance to contract specs and quality • Interfaces with on-site contact daily • Proactively Proposes Landscape Enhancements • 24/7 Emergency Responder
Production Manager	• Supervises a.m. dispatch of crews p.m. check-in • Manages maintenance crews • Schedules irrigation run times • Coordinates crew training & certification program • Coordinates new hire training & crew placement • Production system leader
Pesticide Technician and Crew Leader	• Manages Turf & Ornamental Agronomic Plan • Material procurement • Quality control and assurance • Assists with chemical applications as needed • Leads Crew Maintenance Visits • Soil testing, and plant pathology reports.

Experience the Difference in Quality

We strive to be the landscape service provider of choice in the Greater Atlanta Area. In large part, our ability to offer unmatched quality to our customers has been attributed to the tools and systems we have developed over our history. The primary systems that support our quality standards include:

Communication Systems

Proactive communication that allows us to be highly responsive to emergencies, special requests and acts of nature

Quality Evaluations

Management led evaluations that ensure our internal quality standards are met and our employees can achieve continuous improvement

Customer Satisfaction

Empirically measured customer satisfaction that is taken seriously. Our goal is 100% satisfied customers

Training Programs

Intensive skills, customer relations, and quality training ensure our team can consistently exceed your expectations

Safety Standards

Training and incentive programs ensure your property remains hazard free and our employees can return home safely.

Environmental Stewardship

Horticultural improvements, reducing water consumption and sending less waste to landfills can minimize your environmental footprint and yield big returns

Responsive Communication

- We will keep you informed when addressing unanticipated issues caused by Mother Nature
- You will have 24/7 access to your Account Manager. Our gardeners and irrigation specialists are also available around the clock.
- Emergencies that occur outside of regular business hours will be addressed based on the severity of the situation.
  - For minor irrigation issues, we will do everything possible to turn off the water supply within two hours or less of being notified and fix the problem the next business day.
  - All safety hazards will be resolved at the time we are notified.
  - You can expect a response and proposed solutions to after-hours emergencies within two hours or less
  - The following are your 24-hour emergency contacts.

Training Your Team to Exceed Your Expectations

We understand that well trained and tenured team members provide outstanding quality and customer service. Every Gardener on your team is required to complete our certification program, which prepares your crew with the skills to perform quality work, safely and to your complete satisfaction.

Gardeners are offered training to progress along a career track within BrightView. We have found that our career progression opportunities and training motivates our team members to perform at their peak and remain committed to our company and our customers.

A Safe Community and Workplace is Our Priority

The safety and well-being of our customers, your property visitors, the general public, and our employees is of paramount importance to our operation. Below are measures we employ to maintain a safe working environment on and off your property.

Preserving a Safe Environment

- Mandatory personal protective equipment (PPE), including full uniformed crews with safety vests
- BrightView logo clearly displayed on vehicles.
- “How’s my driving?” stickers on vehicles
- Required use of cones to demark safety zone
- Initial and random driving record checks
- Initial and random drug/alcohol screenings
- Background checks and E-Verify Program

Crew Safety

- New hire safety orientation
- Extensive driver safety certification program
- Certification required to use all power equipment
- Mandatory weekly field crew safety meetings
- Reward system for safety compliance
- Weekly management safety calls

Emergency Response Team Ready When You Need Us

With hundreds of locations, we can dispatch faster than other landscape service providers in the event of a catastrophic situation, including but not limited to hurricanes, tornadoes / water spouts, and severe weather.

When a catastrophe occurs, your local Account Manager, will personally draw on resources and pull equipment from within the BrightView network to ensure your property is quickly, properly and safely serviced.

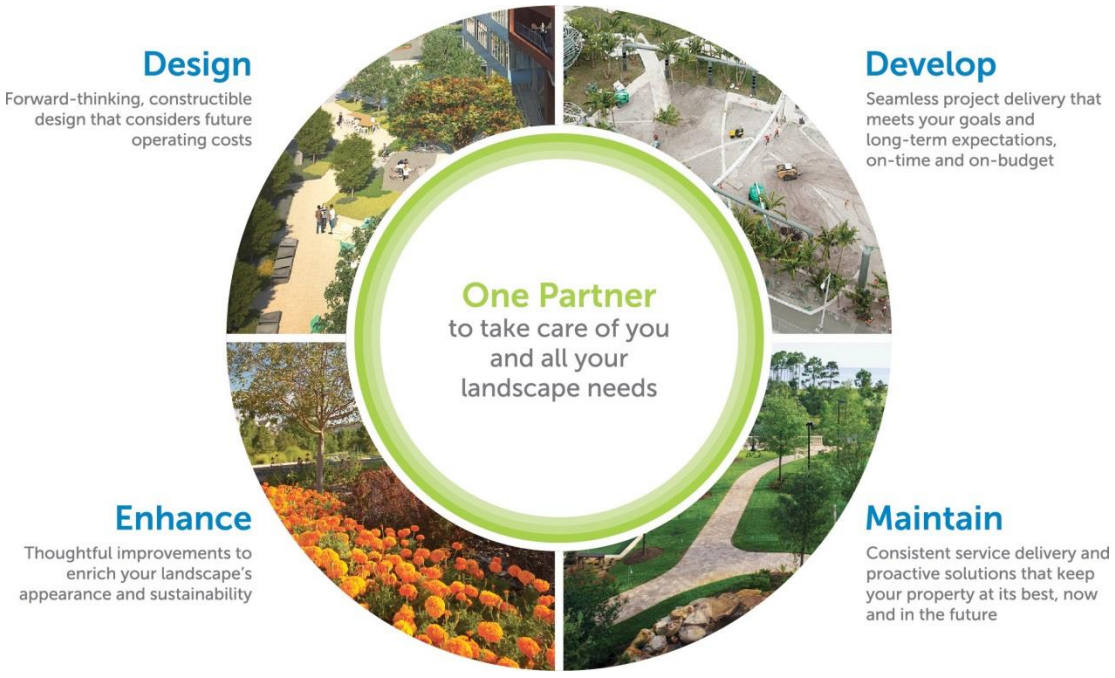
Resources from multiple branch offices will be available in the event of an emergency to ensure our customers have access to crews and equipment quickly.

Your Full Service Landscape Expert

BrightView takes pride in providing the highest-quality landscape and snow services with a worry-free, dependable service commitment. As the nation's leading landscape services company, we consistently bring excellent landscapes to life at thousands of clients' properties, fostering collaborative relationships to drive clients' success.

A full service landscape company, BrightView can mobilize quickly to respond to special requests that may fall outside of the scope of landscape maintenance. In addition to landscape maintenance, our expertise extends to:

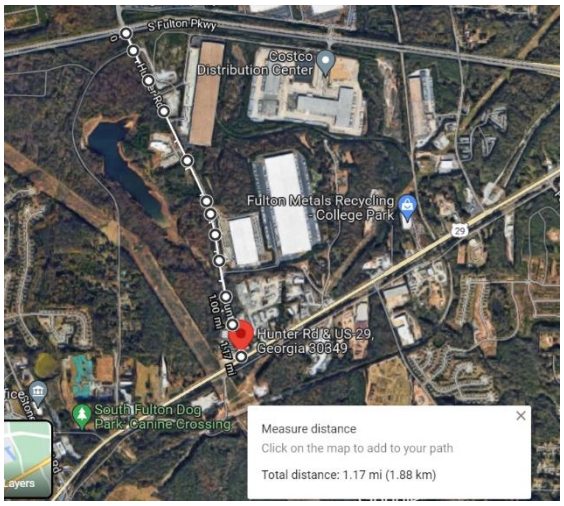
At every stage of your property's lifecycle, BrightView is here to take care of your landscape.

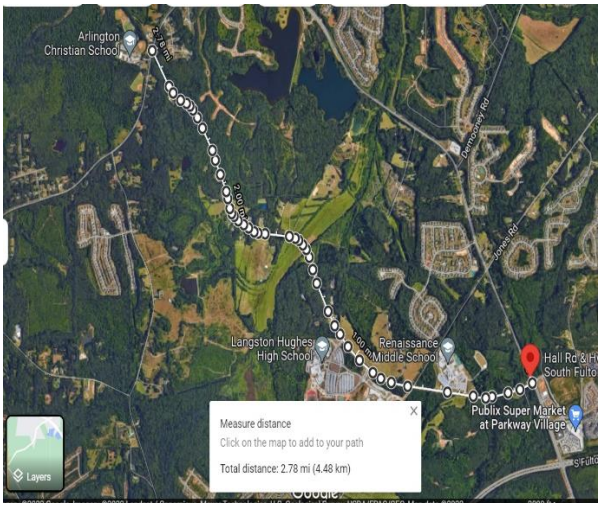


Design	Develop	Maintain	Enhance
• Landscape Architecture & Planning • Design Build • Program Management	• Planting • Hardscaped • Pools & Water Features • Compliance • Tree Growing & Moving	• Landscape • Tree Care • Snow & Ice • Specialty Turf • Exterior Maintenance	• Enhancements • Sustainability • Water Management

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.





Scope

- Growing Season: March-October - Mow, edge, trim, blow, and spray weeds every 2 weeks.
- Fall and Winter Season: November-February will continue service but focus on leaf and litter removal.
- Areas that are not included: Private property, HOA and commercial properties that are on any given roadway.
- Tree canopy ground clearance will be maintained at 10'. 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.
- Graffiti removal will be proposed on an as needed basis.
- 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.

Pricing

- $736,000 annually based on scope above

A Few of BrightView's Current Clients

Fulton Industrial Blvd CID	Aerotropolis CID
Tucker Summit CID	Gateway 85
Atlanta Public Schools	Newton County Public Schools

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 6:20 p.m. Request Council Approval of Traffic Operations recommendation to purchase of twenty-eight, 18-inch Solar Powered Speed Limit Radars, to be implemented citywide, utilizing the statewide contracts through Paula F. Pierce Enterprises, LLC. The cost, not to exceed $140,226, includes hardware and installation funded out of the School Zone Camera Pedestrian Safety Fund.

DATE: August 23, 2022

SUBJECT: 6:20 p.m. Request Council Approval of Traffic Operations recommendation to purchase of twenty-eight, 18-inch Solar Powered Speed Limit Radars, to be implemented citywide, utilizing the statewide contracts through Paula F. Pierce Enterprises, LLC. The cost, not to exceed $140,226, includes hardware and installation funded out of the School Zone Camera Pedestrian Safety Fund.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Purchase of Radar Signs	Cover Memo	8/20/2022

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.		8.15.22
❑ **Finance Director** *Funds are available and complies with fiscal guidelines.*		8/15/2022
❑ **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*		
❑ **Human Resources Director** *Complies with HR policies and procedures; positions are budgeted*		
❑ **Public Safety** *Complies with Division/programmatic processes. Specify Fire or Police*		
❑ **Public Works Director** *Complies with Division/programmatic processes*	AV	8/15/22
❑ **Other (Clerk's Office, Municipal Court, etc.)** *Complies with Division/programmatic processes. Specify Area*		
❑ **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:

Tammi Saddler Jones
City Manager's Signature

8/15/2022
Date

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

Khalid Kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

DECISION MEMO

TO: Tammi Saddler Jones
City Manager

THROUGH: Don Toms
Assistant City Manager

FROM: Antonio M Valenzuela
Public Works Director

DATE: August 12, 2022

SUBJECT: Purchase of Radar Signs

Background:

Traffic Operations is recommending purchase of twenty-eight 18-inch Solar Powered Speed Limit Radars, to be implemented citywide, utilizing the statewide contracts through Paula F. Pierce Enterprises, LLC. The cost, not to exceed $140,226.32, includes hardware and installation. The proposed locations are depicted in Table 1. Literature on the radars and quote from the vendor are attached four your information.

These solar-powered signs would be utilized in areas that are problematic to speeding and accidents. They can be managed remotely via an internet connection and provide data to engineers for analysis and reported to the police department to identify specific areas of concerns. If violated, the City of South Fulton Police Department are authorized to issue violation/citations enforcing compliance and generating income for the city.

Fiscal Impact:
The purchase and installation of the twenty-eight 18-inch Solar Powered Speed Limit Radars will be funded out of the School Zone Pedestrian Safety Funding Program 100-4100-52-1200.

Decision Needed:

Authorize purchase of twenty-eight (28) 18-inch Solar Powered Radar Speed Limit signs.

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.

Comments:

Tammi Saddler Jones

Signature

8/15/2022

Date

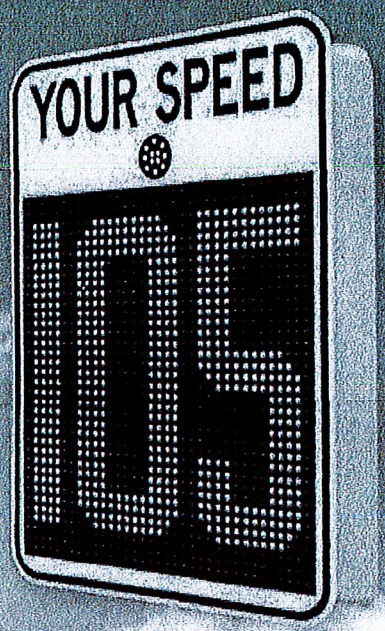
Table 1

Speed Detector Locations

Action(s)	District
Add a "40 MPH" Speed Detector on the south side of the road going southbound into the curve near Boat Rock Rd. and Cascade Hills Dr. SW.	1
Add a "40 MPH" Speed Detector on the north side of the road going northbound into the curve near Boat Rock Rd. and Cascade Hills Dr. SW.	
Add "45 MPH" speed sign and Speed Detector Devices on the north side of the road going westbound into the curve near 2075 Enon Rd.	1
Add "45 MPH" speed sign and Speed Detector Devices on the south side of the road going eastbound into the curve near Enon Rd. and Dublin Dr.	1
Add "45 MPH" speed sign and Speed Detector Devices on the north side of the road going westbound into the curve before 3125 Enon Rd.	2
Add "45 MPH" speed sign and Speed Detector Devices on the south side of the road going eastbound into the curve before subdivision entrance near 3400 Enon Rd.	2
Add "45 MPH" speed sign and Speed Detector Devices on the north side of the road going eastbound on the straight near Butner Rd. and Newton Dr. SW.	2
Add "45 MPH" speed sign and Speed Detector Devices on the north side of the road going westbound into the curve near Butner Rd. and Casa Domain Ct.	3
Add "45 MPH" speed sign and Speed Detector Devices on the south side of the road going eastbound into the curve near Butner Rd. and Casa Domain Ct.	3
Add "45 MPH" speed sign and Speed Detector Devices on the south side of the road going eastbound into the curve near Butner Rd. and The Great Dr.	3
Add "35 MPH" speed sign and Speed Detector Devices on the south side of the road going eastbound into the curve near Will Lee Rd. and West Gate Blvd.	3
Add "35 MPH" speed sign and Speed Detector Devices on the east side of the road going northbound into the curve near 4690 Ben Hill Rd.	3
Add "45 MPH" speed sign and Speed Detector Device on the north side of the road going westbound into the curve near Butner Rd. and Grassy Trace.	4
Add "45 MPH" speed sign and Speed Detector Device on the south side of the road going eastbound on the straight near Butner Rd. and Grassy Trace.	4
Add "45 MPH" speed sign and Speed Detector Device on the south side of the road going eastbound into the curve near 8360 Cedar Grove Rd.	4
Add "45 MPH" speed sign and Speed Detector Device on the north side of the road going westbound into the curve near 8095 Cedar Grove Rd	4
Add "35 MPH" speed sign and Speed Detector Device on the south side of the road going eastbound into the curve near 5345 Feldwood Rd.	5
Add "35 MPH" speed sign and Speed Detector Device on the north side of the road going westbound into the curve near 5540 Feldwood Rd.	5
Add "35 MPH" speed sign and Speed Detector Device on the south side of the road going eastbound into the curve near 6185 Red Oak Rd.	5
Add "35 MPH" speed sign and Speed Detector Device on the north side of the road going westbound into the curve near 6240 Red Oak Rd.	5
Add "35 MPH" speed sign and Speed Detector Device on the south side of the road going eastbound on the straight near Old National Park.	6
Add "35 MPH" speed sign and Speed Detector Device on the north side of the road going westbound into the curve near 2477 Creel Rd.	6

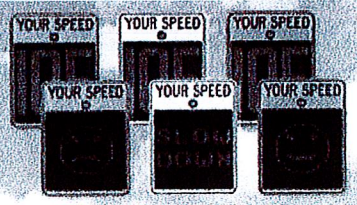
Add "35 MPH" speed sign and Speed Detector Device on the south side of the road going eastbound on the straight near 2900 Creel Rd.	6
Add "35 MPH" speed sign and Speed Detector Device on the north side of the road going eastbound on the straight near Summertree Ln and Bethsaida Rd.	7
Add "35 MPH" speed sign and Speed Detector Device on the south side of the road going eastbound on the straight near Bethsaida Rd. and Wood bend Dr.	7
Add "35 MPH" speed sign and Speed Detector Device on the south side of the road going eastbound on the straight near 3280 Bethsaida Rd.	7
Add "45 MPH" speed sign and Speed Detector Device on the south side of the road going eastbound on the straight near 3282 Old Jonesboro Rd.	7
Add "45 MPH" speed sign and Speed Detector Device on the north side of the road going eastbound on the straight near 2945 Old Jonesboro Rd.	7

SafePace® Evolution 18FM



The Traffic Logix SafePace® Evolution 18 FM offers variable messaging with extra large 18" LED digits for even better visibility.

The versatile Evolution 18FM variable messaging sign offers the ability to display custom text, graphics, or extra large 18" speed display for enhanced visibility from further distances. The flexible sign offers the ability to display either driver speed including speed activated digit color changes or your choice of driver responsive text or graphics on the full matrix speed display sign.



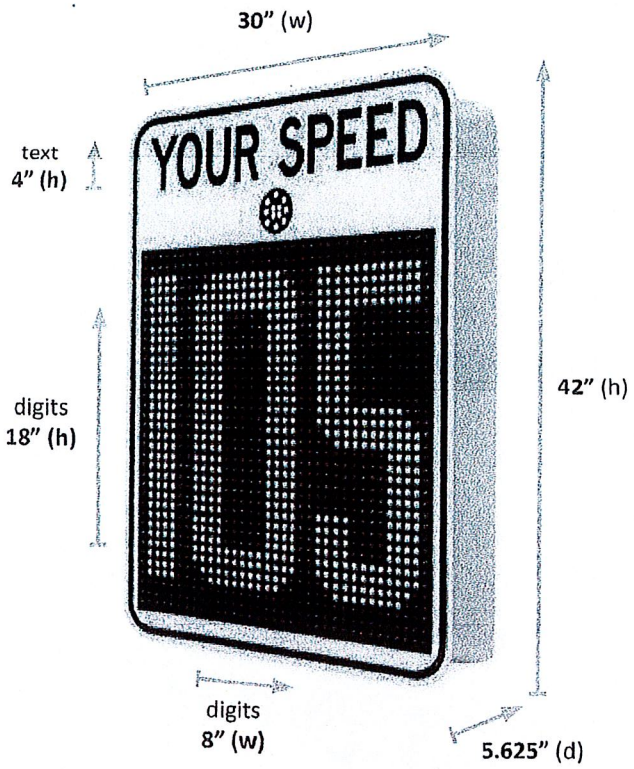
EV 18FM Specifications

Digit Size	18"
Height	42"
Weight	28 lbs
24/7, 365 Scheduling	✓
Data Collection	✓
Solar Compatibility	✓
Battery Operated	✓
Custom Messaging	✓
Cloud Compatibility	✓
Trailer Compatibility	✓
Dolly Compatibility	✓
Hitch Compatibility	✓
Warranty	2 Years

Features

- Compact design offers all the features and visibility you'd expect from a full size variable message sign.
- Allows for animated text or graphics such as moving arrows or a scrolling message.
- Unique light enhancing, anti glare lens system provides brilliant visibility even in poor lighting.
- Dual Color Display: LED digit color can be programmed to change based on driver speed
- Ultra low power consumption including the most power-efficient radar technology available and optional solar power.
- High strength aluminum sign face and individual optical lenses to protect against vandalism or theft.
- Stealth Mode allows the sign to collect baseline traffic data while speed display appears blank to motorists.
- Includes integrated flashing speed violator strobe to alert speeding drivers.
- Universal Mounting: Optional mounting brackets let you use one sign at multiple locations with the turn of a key.

Traffic Logix | T 866.915.6449 | F 844.405.6449

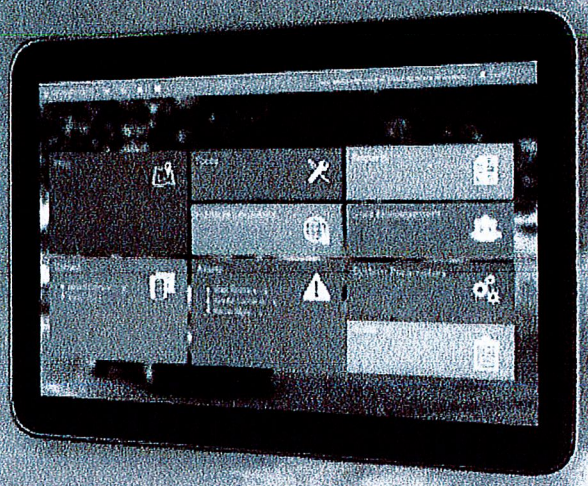


Feature	Specifications
Dimensions	
Digits	First digit: 18"(h) x 1.5"(w) Other digits: 18"(h) x 8"(w)
Unit with "YOUR SPEED" sign mounted	Full size sign: 42"(h) x 30"(w) x 5.625"(d)
Sign Weight (includes "YOUR SPEED" sign (2 lbs) mounted)	
AC Powered	28 lbs
Battery Powered Model	28 lbs (not including batteries)
Solar powered model	28 lbs (does not include batteries, solar panel or bracket)
General Specifications	
Operating Temperatures F (C):	-40° (-40°) to 185° (85°)
Full Matrix Sign with 3-Digit Speed Display	Miles per hour (mph) 3-99. Kilometers per hour (km/h) 5-160.
Faceplate	High-Intensity prismatic reflective sheeting on "YOUR SPEED" signs with black colored text. MUTCD approved colors and format
Communications	Bluetooth (standard). GSM/GPRS (optional, for use with SafePace Cloud)
Programming	SafePace® Pro management software SafePace® Cloud remote management 24/7 365 day unlimited programming and scheduling

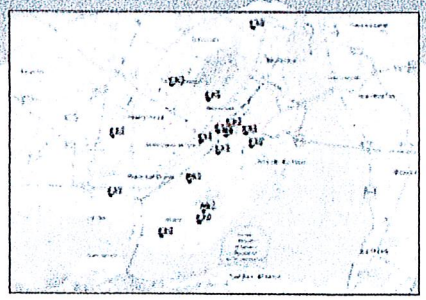
Feature	Specifications
Power Options (Electrical Specifications)	
AC power input	100~240 V AC
DC power input	12 V DC
DC power options	- 12V, 18Ah Lead acid batteries. - 4 Cell, 12.8V, 15Ah Lithium-Ion Phosphate batteries
Solar panel option	90W or 140W solar panel
Radar	
Internal Radar:	Doppler (FCC approved)
Model	DF 300
Radar RF out	5 mW maximum
Radar f-center	24.125 GHz +/- 25 MHz
Pickup distance	Up to 1,200 feet
Beam angle	24° (vertical) x 12° (horizontal)
Beam polarization	Linear
Display	
LEDs	2069
Digits (Amber)	1024 LEDs: Color: Yellow (590 nm) Viewing angle at 50% IV: 30° Partial Flux (Brightness): 9000– 24000 Ev,[lux]/LED
Digits (Red)	1024 LEDs: Color: Red (633 nm) Viewing angle at 50% IV: 30° Partial Flux (Brightness): 7100– 18000 Ev,[lux]/LED
Speed Violator Strobe	21 LEDs: Color: WHite (2700 k - 6500 k) Viewing angle at 50% IV: 150° Luminous Flux: typically 33lm @ 4000 K Luminous Efficacy: typically 176 lm/W @4000 K
Ambient light sensor	1 sensor and automatic brightness adjustment
Enclosure	
Construction	Vandal resistant, lightweight polymer. Matte black front for reduced glare and maximum contrast. Light gray body to minimize heat absorption
Weatherproof Rating	Weatherproof, NEMA 4X-12, IP65 level compliant. Non-sealed and ventilated
Warranty	
Sign	2 years
Batteries	1 year

TRAFFIC logix

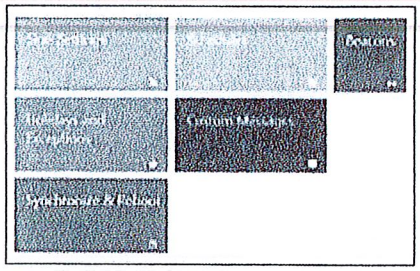
SafePace® Cloud Web Director



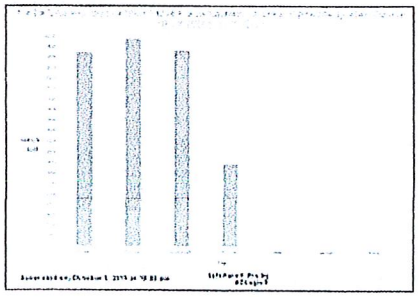
The Innovative **SafePace Cloud powered by Web Director** lets you connect to your signs online from anywhere. With the ability to connect to and control your signs from anywhere with an internet connection, the SafePace Cloud adds **unparalleled flexibility** to your SafePace signs. With **detailed reporting, customized alerts,** and **real time data**, you can see stats for each sign, change settings, check batteries and download data without ever traveling to sign locations. With the unlimited possibilities of remote management, SafePace Cloud will help you maximize what your SafePace signs can do.



Mapping



Tools Layout



Weekly Report -Vehicle Count - Daily Values

Features

Cloud Based – Secure, remote access for simple to use sign management from anywhere over the internet.
Real Time Data – See live performance data updated every five minutes.
User Friendly – Streamlined, easy-to-use interface.
Comprehensive Reporting – Use data to generate detailed reports you can use to better improve safety on your roads.
Mapping Tool – Map unlimited sign locations and create and apply parameters for each. Update sign location whenever a sign or trailer is moved.
One-Screen Management – Manage alerts, messages, and display settings all from one screen.
One-click Scheduling – One click lets you schedule and program multiple signs simultaneously.
Complete Control – Manage all aspects of sign configuration including schedules, messages, blinking limit, strobe limit, and display range.
Scheduling – Display settings can be constant or schedule based. Signs and beacons can be scheduled based on daily, weekly, and holiday schedules.
At a Glance Update – Statistics snapshot provides at-a-glance data updates including vehicle count, 85th percentile, and maximum and minimum speed.
Real Time Alerts – Receive email notification for alerts such as high or low speed or when batteries are low.
SafePace Compatible – Compatible for use with all SafePace radar speed signs.
Zero Footprint – Nothing to install, all you need is an internet connection.

PAULA F.PRICE ENTERPRISES, LLC.
507B MARTIN TOWN ROAD
NORTH AUGUSTA, SC 29841
Contact: 770-880-2025
Email:
RICH@PFPTEAM.COM

Quote

Date	Quote #
07/08/22	2022-018-0-4REV.

CITY OF SO. FULTON
Attn: Antonio Valenzuela
5440FULTON IND. BLVD
SW, ATLANTA, GA.30336

Project Details	Project Number
SO FULTON 18" RADARS FEEDBACK SPEED SIGNS W/ POSTS	

Qty	Item	Description	UNIT PRICE	TOTAL
28	18" RADAR FEED BACK EV12FMEWL-SOLLA	EVOLUTION MODEL FULL MATRIX WITH MESSAGING WITH DATA COLLECTION, BLUETOOTH, SPEED VIOLATOR ALERT, AMBIENT LIGHT SENSOR AND AUTOMATIC BRIGHTNESS ADJUSTMENT BANDING MOUNTING BRACKET, SAFEPACE MGT. DATA SOFTWARE, BLUETOOTH. DATA COLLECTION	3979.00 EA.	111,412.00
28	UNIVERSAL MOUNTING BRACKET (FULL SET)	UNIVERSAL MOUNTING BRACKET INCLUDED	0.00	
28	SP912	2.25 SQUARE POSTS	103.13	2887.64
28	SP393	2.50 GDOT TYPE 3 FT. X 2.50" ANCHORS	53.81	1506.68
28	R2-1 SPEED LIMIT SIGNS WHITE	SPEED LIMIT SIGNS W/ HARDWARE	125.00	3500.00
28	INSTALLATION	INSTALL RADAR FEED BACK SIGNS POSTS, ANCHORS AND SPEED LIMIT SIGNS SET UP AND PROGRAMMING OF RADAR SIGNS. PLUS ANY TRAINING NECESSARY.	675.00	18,900.00
			Sub-total	138,206.32
			FREIGHT CHARGE	2020.00
			GA Sales Tax	
			Total	$140,226.32

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	6:23 p.m. Request for budget transfer request of $600,000 from prior year savings to the Operational Budget of the SFPD (100-3210-52 and 100-3210-53) for the balance of FY 2022 to continue normal operations. Due to increased activities and increase expenses as it relates to gasoline purchase, vehicle repairs and maintenance, educational and training opportunities, and other operational tasks, the SFPD is in need of a $600,000.00 budget transfer to continue operations for the balance of Fiscal Year 2022.
DATE:	August 23, 2022
SUBJECT:	6:23 p.m. Request for budget transfer request of $600,000 from prior year savings to the Operational Budget of the SFPD (100-3210-52 and 100-3210-53) for the balance of FY 2022 to continue normal operations. Due to increased activities and increase expenses as it relates to gasoline purchase, vehicle repairs and maintenance, educational and training opportunities, and other operational tasks, the SFPD is in need of a $600,000.00 budget transfer to continue operations for the balance of Fiscal Year 2022.
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenda Summary & DM for $600K Budget Transfer - signed	Cover Memo	8/20/2022

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	6:25 p.m. A Resolution Approving The Purchase And Acquisition Of Real Property, And For Other Purposes (Old National Hwy and Jonesboro Road) $1,4000,000.00
DATE:	August 23, 2022
SUBJECT:	6:25 p.m. A Resolution Approving The Purchase And Acquisition Of Real Property, And For Other Purposes (Old National Hwy and Jonesboro Road) $1,4000,000.00
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2022 Resolution Approving Purchase of Real Property (Old Natl Hwy & Jonesboro Rd 9 acres)	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2022-XXX**

A RESOLUTION APPROVING THE PURCHASE AND ACQUISTION OF REAL PROPERTY, AND FOR OTHER PURPOSES

WHEREAS, the City of South Fulton, Georgia ("City") is a municipal corporation duly organized and existing under its Charter and 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 is authorized to acquire, hold, or lease any real, personal, or mixed property in fee simple or lesser interest (See § 1.12 (b)(21)); and

WHEREAS, the City desires to acquire as to real property at or near certain real property commonly known as Old National Hwy and Jonesboro Road, South Fulton, GA which consists of 9 acres of Land having Tax Parcel I.D. Numbers as follows: 13 - 0188-LL-006-9, 13-0188-LL-029-7, 13-018 8- LL- 024-8, 13-0188-LL-02 6-3, 13-0188-LL-062-8 (the subject "Property")

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

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

Section 1. Authorization to Closing Counsel. In addition to the authority granted under this Resolution, the City hereby authorizes the Closing Attorney to conduct and/or perform all the necessary tasks and duties to effectuate the closing of the subject Property on behalf of the City that is the purpose of this Resolution.

Section 2. Additional Documents. The City Council authorizes the Mayor, City Manager or City Attorney to execute any documents, which may be necessary to effectuate this 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 conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 5. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

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**]

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	6:27 p.m. A Resolution Approving The Purchase And Acquisition Of Real Property, And For Other Purposes (7445 Old National Highway) $529,000.00
DATE:	August 23, 2022
SUBJECT:	6:27 p.m. A Resolution Approving The Purchase And Acquisition Of Real Property, And For Other Purposes (7445 Old National Highway) $529,000.00
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2022 Resolution Approving Purchase of Real Property (7445 Old Natl Hwy)	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2022-XXX**

A RESOLUTION APPROVING THE PURCHASE AND ACQUISTION OF REAL PROPERTY, AND FOR OTHER PURPOSES

WHEREAS, the City of South Fulton, Georgia ("City") is a municipal corporation duly organized and existing under its Charter and 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 is authorized to acquire, hold, or lease any real, personal, or mixed property in fee simple or lesser interest (See § 1.12 (b)(21)); and

WHEREAS, the City desires to acquire as to real property at or near certain real property commonly known as 7445 Old National Highway, City South Fulton, County Fulton, Georgia bearing Tax Parcel I.D. Number: 13-0188-LL-065-1 (the subject "Property")

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

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

Section 1. Authorization to Closing Counsel. In addition to the authority granted under this Resolution, the City hereby authorizes the Closing Attorney to conduct and/or perform all the necessary tasks and duties to effectuate the closing of the subject Property on behalf of the City that is the purpose of this Resolution.

Section 2. Additional Documents. The City Council authorizes the Mayor, City Manager or City Attorney to execute any documents, which may be necessary to effectuate this 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 conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 5. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

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**]

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	6:30 p.m. A Resolution Approving The Purchase And Acquisition Of Real Property, And For Other Purposes (Burdett Road Property) $121,000.00
DATE:	August 23, 2022
SUBJECT:	6:30 p.m. A Resolution Approving The Purchase And Acquisition Of Real Property, And For Other Purposes (Burdett Road Property) $121,000.00
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2022 Resolution Approving Purchase of Real Property Burdette Rd (VH)	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2022-XXX**

A RESOLUTION APPROVING THE PURCHASE AND ACQUISTION OF REAL PROPERTY, AND FOR OTHER PURPOSES

(Sponsored by Councilmember Corey A. Reeves)

WHEREAS, the City of South Fulton, Georgia ("City") is a municipal corporation duly organized and existing under its Charter and 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 is authorized to acquire, hold, or lease any real, personal, or mixed property in fee simple or lesser interest (See § 1.12 (b)(21)); and

WHEREAS, the City desires to acquire as to real property at or near O Burdette Road, City of South Fulton, Fulton County, Georgia, bearing Tax Parcel Identification Number 13-0099-LL1491 (the subject "Property")

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

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

Section 1. Authorization to Closing Counsel. In addition to the authority granted under this Resolution, the City hereby authorizes the Closing Attorney to conduct and/or perform all the necessary tasks and duties to effectuate the closing of the subject Property on behalf of the City that is the purpose of this Resolution.

Section 2. Additional Documents. The City Council authorizes the Mayor, City Manager or City Attorney to execute any documents, which may be necessary to effectuate this 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 conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 5. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

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**]

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	6:40 p.m. Public Hearing and Request Council Approval Of A Resolution To Authorize The Use Of Eminent Domain To Aquire Real Property Interests Neccessary To Complete The Sidewalk And Bridge Improvements For Fairburn Road Upgrade Phase II, Project T271, Parcel 5; To Authorize The City Of South Fulton, Georgia To Condemn Said Property Interests, Where Neccessary; And For Other Purposes. 0 Fairburn Road (at Utoy Creek)
DATE:	August 23, 2022
SUBJECT:	6:40 p.m. Public Hearing and Request Council Approval Of A Resolution To Authorize The Use Of Eminent Domain To Aquire Real Property Interests Neccessary To Complete The Sidewalk And Bridge Improvements For Fairburn Road Upgrade Phase II, Project T271, Parcel 5; To Authorize The City Of South Fulton, Georgia To Condemn Said Property Interests, Where Neccessary; And For Other Purposes. 0 Fairburn Road (at Utoy Creek)
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Fairburn Parcel 5 Resolution	Cover Memo	8/20/2022
COSF Memorandum FIS Fairburn Parcel 5 Eminent Domain Resolution	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2022-_____**

A RESOLUTION TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE REAL PROPERTY INTERESTS NECESSARY TO COMPLETE THE SIDEWALK AND BRIDGE IMPROVEMENTS FOR FAIRBURN ROAD UPGRADE PHASE II, PROJECT T271, PARCEL 5; TO AUTHORIZE THE CITY OF SOUTH FULTON, GEORGIA TO CONDEMN SAID PROPERTY INTERESTS, WHERE NECESSARY; AND FOR OTHER PURPOSES.

(Sponsored by)

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

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

WHEREAS, the City, pursuant to Section 1.12 (b) (6) of its Charter, has the authority to condemn property for present or future use and for any corporate purpose deemed necessary by the governing authority using the methods and means not inconsistent with the Charter, the Constitution and laws of the State of Georgia; and as provided in O.C.G.A. § 22-1-1 et seq., and O.C.G.A. § 32-3-1 et seq.; and

WHEREAS, the Mayor and Council of the City of South Fulton, Georgia have determined that it is in the public interest and benefit to perform sidewalk and bridge improvements for Fairburn Road upgrade Phase II within the City of South Fulton city limits and have adopted and accepted a plan for the transportation project; and

WHEREAS, in order to perform the perform sidewalk and bridge improvements for the public use and for the public benefit, it is necessary to obtain certain interests in real property from parcels adjacent to Fairburn Road; and

WHEREAS, an appraiser familiar with real estate values in Fulton County, Georgia, was employed to appraise the tract of land located at 0 Fairburn Road, South Fulton, Georgia, bearing Parcel ID 14-F0010-LL-1309 (the “Property”) and has determined that just and, adequate compensation for the property interests necessary to transportation project, which are more specifically described in Exhibit “A”, and for any consequential damages or benefits considered, is Eight Hundred Dollars ($800.00); and

WHEREAS, the City engaged in good faith negotiations with the owner of the Property to acquire the Property based upon a certified appraisal of the same, but the negotiations were unsuccessful; and

WHEREAS, the exercise of eminent domain over the Property is necessary for public use; and

WHEREAS, condemnation for transportation purposes pursuant to O.C.G.A. § 32-3-1 et seq., or other appropriate method, is necessary to accomplish the public use.

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

Section 1. That the City of South Fulton declares its intent to acquire the property interests described in Exhibit "A", attached hereto, from the tract of land located at 0 Fairburn Road, South Fulton, Georgia, bearing Parcel ID 14-F0010-LL-1309.

Section 2. That the City Council finds that this resolution authorizing the use of eminent domain to acquire certain tracts and/or parcels of land necessary to facilitate the transportation project along Fairburn Road at Camp Creek Parkway is necessary for a public purpose.

Section 3. That the City Council finds that the public necessity for immediately acquiring all of the property interests specifically described in Exhibit "A" for the above stated purposes is hereby declared; and further, a finding is hereby made that the circumstances are such that it is necessary to proceed with condemnation proceedings by use of the declaration of taking method of condemnation, as authorized by O.C.G.A. § 32-3-1 et seq, and use of this method is hereby authorized for the acquisition of the property interests described in Exhibit "A".

Section 4. That the City has determined that Eight Hundred Dollars and Zero Cents ($800.00) is the just and adequate compensation to be remitted for the property interests sought and that amount is specifically authorized by this resolution.

Section 5. That the City Attorney is authorized by this Resolution to proceed with condemnation proceedings in the name of the City of South Fulton, Georgia for the quick and effective condemnation of the property interests described in Exhibit "A" for the described public purpose and use set forth herein, as provided by local and statutory law and the Constitution of Georgia.

Section 6. That the City Manager, or her designee, is hereby authorized and directed to execute all documents necessary for the acquisition and condemnation of the subject Property described or referenced herein, to make or authorize all necessary expenditures or payments and to also take all the necessary steps to accomplish the intent and purpose of this resolution, including but not limited to, title searches, appraisals, surveys, specialty reports, expert fees, closings and/or any other costs associated with the condemnation action authorized by this Resolution.

Section 7. That after approval of this Resolution the Mayor of the City of South Fulton, Georgia is authorized and directed to sign a declaration of taking related to the property interests specified in Exhibit "A", as required by O.C.G.A. § 32-3-6, on behalf of the City of South Fulton.

[signatures and voting tabulations appear on the following page]

EXHIBIT "A"

REQUIRED RIGHT OF WAY

All that tract or parcel of land lying and being in Land Lot 10 of the 14th Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 41.83 feet right of and opposite Station 162+65.98 on the construction centerline of Fairburn Road on Georgia Highway Project No. T-271; running thence northeasterly 177.22 feet along the arc of a curve (said curve having a radius of 995.85 feet and a chord distance of 176.98 feet on a bearing of N 2°32'01.2" E) to the point 40.22 feet right of and opposite station 164+37.25 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 2°37'33.5" W a distance of 112.91 feet to a point 40.03 feet right of and opposite station 165+48.90 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 2°50'27.7" W a distance of 63.93 feet to a point 40.03 feet right of and opposite station 166+12.83 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 87°09'20.7" E a distance of 13.87 feet to a point 53.89 feet right of and opposite station 166+12.83 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 3°31'31.1" E a distance of 92.84 feet to a point 55.00 feet right of and opposite station 165+20.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 87°09'32.3" W a distance of 5.00 feet to a point 50.00 feet right of and opposite station 165+20.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 2°50'27.8" E a distance of 44.92 feet to a point 50.00 feet right of and opposite station 164+75.08 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence southeasterly 137.23 feet along the arc of a curve (said curve having a radius of 1250.00 feet and a chord distance of 137.16 feet on a bearing of S 0°18'14.4" W) to the point 50.00 feet right of and opposite station 163+43.33 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 11°45'39.7" E a distance of 36.26 feet to a point 60.00 feet right of and opposite station 163+10.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 13°13'57.2" W a distance of 52.07 feet to a point 53.64 feet right of and opposite station 162+60.65 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 57°35'19.5" W a distance of 13.05 feet back to the point of beginning.

Containing 0.097 acres more or less.

PERMANENT EASEMENT FOR CONSTRUCTIOON AND MAINTENANCE OF SLOPES

Area 1

All that tract or parcel of land lying and being in Land Lot 10 of the 14th Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 53.64 feet right of and opposite Station 162+60.65 on the construction centerline of Fairburn Road on Georgia Highway Project No. T-271; running thence N 13°13'57.2" E a distance of 52.07 feet to a point 60.00 feet right of and opposite station 163+10.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 28°05'09.0" E a distance of 44.75 feet to a point 85.00 feet right of and opposite station 162+75.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 24°23'30.3" W a distance of 16.79 feet to a point 80.00 feet right of and opposite station 162+60.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 81°05'42.4" W a distance of 26.37 feet back to the point of beginning.

Containing 0.023 acres more or less.

PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SLOPES

Area 2

All that tract or parcel of land lying and being in Land Lot 10 of the 14th Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 55.00 feet right of and opposite Station 165+20.00 on the construction centerline of Fairburn Road on Georgia Highway Project No. T-271

; running thence N 3°31'31.1" W a distance of 92.84 feet to a point 53.89 feet right of and opposite station 166+12.83 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 2°26'43.4" W a distance of 7.17 feet to a point 53.94 feet right of and opposite station 166+20.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 87°09'32.3" E a distance of 13.06 feet to a point 67.00 feet right of and opposite station 166+20.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 2°50'27.7" E a distance of 55.00 feet to a point 67.00 feet right of and opposite station 165+65.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 12°05'25.4" W a distance of 46.57 feet back to the point of beginning.

Containing 0.023 acres more or less.

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: August 16, 2022

SUBJECT: Fairburn Parcel 5 Resolution

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to authorize the use of eminent domain to acquire real property interests necessary to complete the sidewalk and bridge improvements for Fairburn Road upgrade Phase II, Project T271, Parcel 5; to authorize the City of South Fulton, Georgia to condemn said property interests.

FINANCIAL IMPACT

The resolution as written would not have a financial impact on the FY22 budget.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	6:55 p.m. Public Hearing and Request Council Approval Of A Resolution To Authorize The Use Of Eminent Domain To Aquire Real Property Interests Neccessary To Complete The Sidewalk And Bridge Improvements For Fairburn Road Upgrade Phase II, Project T271, Parcel 6; To Authorize The City Of South Fulton, Georgia To Condemn Said Property Interests, Where Neccessary
DATE:	August 23, 2022
SUBJECT:	6:55 p.m. Public Hearing and Request Council Approval Of A Resolution To Authorize The Use Of Eminent Domain To Aquire Real Property Interests Neccessary To Complete The Sidewalk And Bridge Improvements For Fairburn Road Upgrade Phase II, Project T271, Parcel 6; To Authorize The City Of South Fulton, Georgia To Condemn Said Property Interests, Where Neccessary
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Fairburn Parcel 6 Resolution (1)	Cover Memo	8/20/2022
COSF Memorandum FIS Fairburn Parcel 6 Eminent Domain Resolution	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2022-_____**

A RESOLUTION TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE REAL PROPERTY INTERESTS NECESSARY TO COMPLETE THE SIDEWALK AND BRIDGE IMPROVEMENTS FOR FAIRBURN ROAD UPGRADE PHASE II, PROJECT T271, PARCEL 6; TO AUTHORIZE THE CITY OF SOUTH FULTON, GEORGIA TO CONDEMN SAID PROPERTY INTERESTS, WHERE NECESSARY; AND FOR OTHER 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 City, pursuant to Section 1.12 (b) (6) of its Charter, has the authority to condemn property for present or future use and for any corporate purpose deemed necessary by the governing authority using the methods and means not inconsistent with the Charter, the Constitution and laws of the State of Georgia; and as provided in O.C.G.A. § 22-1-1 et seq., and O.C.G.A. § 32-3-1 et seq.; and

WHEREAS, the Mayor and Council of the City of South Fulton, Georgia have determined that it is in the public interest and benefit to perform sidewalk and bridge improvements for Fairburn Road upgrade Phase II within the City of South Fulton city limits and have adopted and accepted a plan for the transportation project; and

WHEREAS, in order to perform the perform sidewalk and bridge improvements for the public use and for the public benefit, it is necessary to obtain certain interests in real property from parcels adjacent to Fairburn Road; and

WHEREAS, an appraiser familiar with real estate values in Fulton County, Georgia, was employed to appraise the tract of land located at 0 Fairburn Road, South Fulton, Georgia, bearing Parcel ID 14-F0010-LL-0723 (the “Property”) and has determined that just and, adequate compensation for the property interests necessary to transportation project, which are more specifically described in Exhibit “A”, and for any consequential damages or benefits considered, is One Thousand One Hundred Fifty Dollars ($1,150.00); and

WHEREAS, the City engaged in good faith negotiations with the owner of the Property to acquire the Property based upon a certified appraisal of the same, but the negotiations were unsuccessful; and

WHEREAS, the exercise of eminent domain over the Property is necessary for public use; and

WHEREAS, condemnation for transportation purposes pursuant to O.C.G.A. § 32-3-1 et seq., or other appropriate method, is necessary to accomplish the public use.

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

Section 1. That the City of South Fulton declares its intent to acquire the property interests described in Exhibit "A", attached hereto, from the tract of land located at 0 Fairburn Road, South Fulton, Georgia, bearing Parcel ID 14-F0010-LL-0723.

Section 2. That the City Council finds that this resolution authorizing the use of eminent domain to acquire certain tracts and/or parcels of land necessary to facilitate the transportation project along Fairburn Road at Camp Creek Parkway is necessary for a public purpose.

Section 3. That the City Council finds that the public necessity for immediately acquiring all of the property interests specifically described in Exhibit "A" for the above stated purposes is hereby declared; and further, a finding is hereby made that the circumstances are such that it is necessary to proceed with condemnation proceedings by use of the declaration of taking method of condemnation, as authorized by O.C.G.A. § 32-3-1 et seq, and use of this method is hereby authorized for the acquisition of the property interests described in Exhibit "A".

Section 4. That the City has determined that One Thousand One Hundred Fifty Dollars ($1,150.00) is the just and adequate compensation to be remitted for the property interests sought and that amount is specifically authorized by this resolution.

Section 5. That the City Attorney is authorized by this Resolution to proceed with condemnation proceedings in the name of the City of South Fulton, Georgia for the quick and effective condemnation of the property interests described in Exhibit "A" for the described public purpose and use set forth herein, as provided by local and statutory law and the Constitution of Georgia.

Section 6. That the City Manager, or her designee, is hereby authorized and directed to execute all documents necessary for the acquisition and condemnation of the subject Property described or referenced herein, to make or authorize all necessary expenditures or payments and to also take all the necessary steps to accomplish the intent and purpose of this resolution, including but not limited to, title searches, appraisals, surveys, specialty reports, expert fees, closings and/or any other costs associated with the condemnation action authorized by this Resolution.

Section 7. That after approval of this Resolution the Mayor of the City of South Fulton, Georgia is authorized and directed to sign a declaration of taking related to the property interests specified in Exhibit "A", as required by O.C.G.A. § 32-3-6, on behalf of the City of South Fulton.

[signatures and voting tabulations appear on the following page]

EXHIBIT "A"

REQUIRED RIGHT OF WAY

Tract 1

All that tract or parcel of land lying and being in Land Lot 10 of the 14FF Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 39.95 feet left of and opposite Station 162+08.00 on the construction centerline of Fairburn Road on Georgia Highway Project No. T-271; running thence N 80°05'21.7" W a distance of 25.05 feet to a point 65.00 feet left of and opposite station 162+08.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 6°02'35.5" E a distance of 153.11 feet to a point 65.00 feet left of and opposite station 163+70.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 87°49'27.4" E a distance of 25.83 feet to a point 39.17 feet left of and opposite station 163+70.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence southwesterly 153.10 feet along the arc of a curve (said curve having a radius of 903.33 feet and a chord distance of 152.92 feet on a bearing of S 6°12'49.6" W) to the point 39.87 feet left of and opposite station 162+11.76 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 11°04'12.5" W a distance of 3.64 feet back to the point of beginning.

Containing 0.098 acres more or less.

REQUIRED RIGHT OF WAY

Tract 2

All that tract or parcel of land lying and being in Land Lot 10 of the 14FF Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 41.02 feet left of and opposite Station 164+85.00 on the construction centerline of Fairburn Road on Georgia Highway Project No. T-271; running thence S 87°11'15.9" W a distance of 8.98 feet to a point 50.00 feet left of and opposite station 164+85.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 2°50'27.7" W a distance of 80.10 feet to a point 50.00 feet left of and opposite station 165+65.10 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 83°31'59.3" E a distance of 9.31 feet to a point 40.71 feet left of and opposite station 165+65.69 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 2°37'31.8" E a distance of 80.70 feet back to the point of beginning.

Containing 0.017 acres more or less.

PERMANENT EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF SLOPES

All that tract or parcel of land lying and being in Land Lot 10 of the 14FF Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 50.00 feet left of and opposite Station 165+15.00 on the construction centerline of Fairburn Road on Georgia Highway Project No. T-271; running thence S 87°09'32.3" W a distance of 25.00 feet to a point 75.00 feet left of and opposite station 165+15.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 2°50'27.7" W a distance of 48.46 feet to a point 75.00 feet left of and opposite station 165+63.46 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 83°23'50.9" E a distance of 25.05 feet to a point 50.00 feet left of and opposite station 165+65.10 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 2°50'21.4" E a distance of 15.11 feet to a point 50.00 feet left of and opposite station 165+49.99 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 2°50'26.7" E a distance of 34.99 feet back to the point of beginning.

Containing 0.028 acres more or less.

TEMPORARY EASEMENT FOR CONSTRUCTION OF SLOPES

Tract 1

All that tract or parcel of land lying and being in Land Lot 10 of the 14FF Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 57.91 feet left of and opposite Station 161+65.00 on the construction centerline of Fairburn Road on Georgia Highway Project No. T-271; running thence N 79°17'57.5" W a distance of 35.09 feet to a point 93.00 feet left of and opposite station 161+65.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 11°42'17.4" E a distance of 68.55 feet to a point 91.00 feet left of and opposite station 162+37.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 81°28'26.4" E a distance of 24.48 feet to a point 66.52 feet left of and opposite station 162+37.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 6°02'35.5" W a distance of 27.45 feet to a point 65.00 feet left of and opposite station 162+08.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 80°05'21.7" E a distance of 4.98 feet to a point 60.02 feet left of and opposite station 162+08.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 9°56'04.0" W a distance of 7.59 feet to a point 60.00 feet left of and opposite station 162+00.01 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 7°11'19.4" W a distance of 34.65 feet back to the point of beginning.

Containing 0.048 acres more or less.

TEMPORARY EASEMENT FOR CONSTRUCTION OF SLOPES

Tract 2

All that tract or parcel of land lying and being in Land Lot 10 of the 14FF Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 66.35 feet left of and opposite Station 163+45.00 on the construction centerline of Fairburn Road on Georgia Highway Project No. T-271; running thence N 86°37'50.2" W a distance of 28.65 feet to a point 95.00 feet left of and opposite station 163+45.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 0°30'44.4" W a distance of 159.60 feet to a point 95.00 feet left of and opposite station 165+15.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 87°09'32.3" E a distance of 45.00 feet to a point 50.00 feet left of and opposite station 165+15.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 2°50'32.1" E a distance of 30.00 feet to a point 50.00 feet left of and opposite station 164+85.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 2°50'42.3" E a distance of 9.92 feet to a point 50.00 feet left of and opposite station 164+75.08 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence southeasterly 14.45 feet along the arc of a curve (said curve having a radius of 1150.00 feet and a chord distance of 14.45 feet on a bearing of S 2°28'43.2" E) to the point 50.00 feet left of and opposite station 164+60.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence southeasterly 86.25 feet along the arc of a curve (said curve having a radius of 1150.00 feet and a chord distance of 86.23 feet on a bearing of S 0°01'37.7" W) to the point 50.00 feet left of and opposite station 163+70.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence N 87°49'27.4" W a distance of 15.00 feet to a point 65.00 feet left of and opposite station 163+70.00 on said construction centerline laid out for FAIRBURN ROAD CONST C/L; thence S 6°02'35.5" W a distance of 23.67 feet back to the point of beginning.

Containing 0.165 acres more or less.

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: August 16, 2022

SUBJECT: Fairburn Parcel 6 Resolution

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to authorize the use of eminent domain to acquire real property interests necessary to complete the sidewalk and bridge improvements for Fairburn Road upgrade Phase II, Project T271, Parcel 6; to authorize the City of South Fulton, Georgia to condemn said property interests.

FINANCIAL IMPACT

The resolution as written would not have a financial impact on the FY22 budget.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	First Read of An Ordinance To Amend The City of South Fulton Zoning Ordinance For The Purpose Of Amending The Regulations Related To Fastening Bills, Advertisements, Notices To Poles and Trees, And Signs In Rights-Of-Way
DATE:	August 23, 2022
SUBJECT:	First Read of An Ordinance To Amend The City of South Fulton Zoning Ordinance For The Purpose Of Amending The Regulations Related To Fastening Bills, Advertisements, Notices To Poles and Trees, And Signs In Rights-Of-Way
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance - Signs in the Right of Way	Cover Memo	8/20/2022
COSF Memorandum FIS Signs in the Right of Way Ordinance	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2022-_____**

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON ZONING ORDINANCE FOR THE PURPOSE OF AMENDING THE REGULATIONS RELATED TO FASTENING BILLS, ADVERTISEMENTS, NOTICES TO POLES AND TREES, AND SIGNS IN RIGHTS-OF-WAY; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Rowell)

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

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

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

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

Section 1. That Section 15-2005 of Chapter 2 (Offenses Involving Property Rights) of Title 15 (Criminal Offenses) which currently reads as follows:

"**Sec. 15-2005. - Fastening bills, advertisements, notices to poles and trees.**

(a) It shall be unlawful for any person to:

(1) Paste or, in any other manner, fasten any bills, signs, advertisements, or any other notice to any telephone, electric light or telegraph pole, or any shade tree in the city; or

(2) Place, mount, or otherwise post any bills, signs, advertisements, or any other notice in the right of way of a public highway, road, or street.

(b) Election campaign signs are exempt from this code section."

be amended to read as follows:

"**Sec. 15-2005. - Fastening bills, advertisements, notices to poles and trees; signs in rights-of-way.**

(a) It shall be unlawful for any person to:

(1) Paste or, in any other manner, fasten any bills, signs, advertisements, or any other notice to any telephone, electric light or telegraph pole, or any shade tree in the city; or

(2) Place, mount, or otherwise post any bills, signs, advertisements, or any other notice in the right of way of a public highway, road, or street.

(b) Any signs found upon any public property, not in compliance with this section, may be removed by the city. The person(s) responsible for causing the unlawful sign to be placed on any public property may be held responsible for the cost of removal. These persons shall include, but are not limited to, any individuals or businesses whose advertisement, message or information appears on or is contained in any sign or notice unlawfully placed on public property.

(c) Any person violating this section shall receive a citation. The citation shall state the date, location, and brief description of the violation. The citation penalty may be paid prior to the assigned court date, in the amount of $100.00 per violation to cover the removal of the unlawfully placed sign. Payment may be made as directed by the citation. Upon a third, and subsequent, violation, the person cited must appear in court.

(d) Any person violating this section shall be subject to one or more of the following penalties:

(1) A fine not to exceed $1,000.00 upon appearance before the judge of the municipal court, for each unlawfully placed sign or special event sign;

(2) Incarceration for a term not exceeding five days.

(e) Nothing in this section shall apply to the installation of the following:

(1) Metal plaques or plates commemorating a historical, cultural or artistic event, location or personality;

(2) Signage identifying licensed franchisees of the city or indicating the presence of workers of permitted utilities and their facilities or equipment within or immediately adjacent to the right-of-way;

(3) Signage identifying or directing vehicular or pedestrian traffic to or from property immediately adjacent to the signage when displayed on structures under the ownership or control of the property

owner or lessee;

(4) Signage providing public transportation information;

(5) Signage providing direction to governmental facilities, hospitals or houses of worship;

(6) Signage affixed pursuant to permits issued by governmental entities having authority to do so;

(7) Signage used to provide for the safety of individuals using the public right-of-way or immediately adjacent property;

(8) Commercial advertisements which are displayed in and on bus shelters in conformance with the requirements of O.C.G.A. § 32-6-51."

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

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

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

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

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

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: July 28, 2022

SUBJECT: Signs in the Right-of-Way Ordinance

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to amend the City of South Fulton Zoning Ordinance for the purpose of amending the regulations related to fastening bills, advertisements, notices to poles and trees, and signs in rights-of-way.

FINANCIAL IMPACT

The ordinance as written would not have a financial impact on the FY22 budget. In the future, with the imposed fine, potentially there is the possibility of an increase in fine fees collected.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	7:12 p.m. First Read of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Regulations Related To Solid Waste Transfer Stations
DATE:	August 23, 2022
SUBJECT:	7:12 p.m. First Read of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Regulations Related To Solid Waste Transfer Stations
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Transfer Station Text Amendment Ordinance 7-27 v3	Cover Memo	8/20/2022
COSF Memorandum FIS Transfer Text Amendment Ordinance	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2022-_____**

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON ZONING ORDINANCE FOR THE PURPOSE OF AMENDING THE REGULATIONS RELATED TO SOLID WASTE TRANSFER STATIONS; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Rowell)

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

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

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

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

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

Section 1. That Section 302.44 of Section 302 (Restrictions on Principle Uses) of Appendix C (Zoning) be amended, in full, to read as follows:

"Sec. 302.44. - Transfer station, solid waste.

A transfer station must comply with the "Rules of the Georgia Department of Natural Resources, Environmental Protection Division, § 391-3-4, Solid Waste Management," effective June 27, 1993, and as amended.

The following conditions must be met:

(a) A plat and legal description shall be provided to the Director of Community Development and Regulatory Affairs along with the Special Use permit application. The applicant shall submit to the city the design and operation plans of the transfer station facility once they are approved by the state.

(b) No access shall be allowed from local roads or minor arterials, as defined in this Ordinance.

(c) Access streets shall be paved and shall be able to withstand maximum load

limits established by the State of Georgia as approved by the Director of Public Works. A stop sign shall be erected and maintained by the owner/operator at all egress roads from the transfer station. Under no circumstances shall trucks use private drives or private access routes to or from the applicants' property that are within 300 feet of any residence.

(d) Truck traffic shall be restricted to roads of sufficient strength and width, with either a turning lane or four lanes.

(e) No portion of a new transfer station shall be located within a three-mile radius of the property lines of an existing transfer station.

(f) The facility shall not be located within one mile of a significant groundwater recharge area nor within one mile upgradient of any water supply watershed nor within 500 feet of a wetland nor in the 100-year floodplain nor in seismic impact zones nor in unstable areas nor within 400 feet of a fault that has had displacement in Holocene time.

(g) Such facility shall not be situated within one mile upgradient of any surface water intake for a public water drinking water source.

(h) The site shall be graded and drained to minimize runoff onto and from the transfer station surface, to prevent erosion and contamination.

(i) The applicant shall follow all applicable federal and state laws and city regulations so as to prevent air, land and water pollution, public health hazards or nuisances.

(j) Rodents and insects shall be controlled to meet industry standards.

(k) The applicant shall submit to the city the design and operation plans of the transfer station facility once they are approved by the state.

(l) The limits of any 100-year floodplain or a stream buffer of 500 feet, whichever is greater, shall be preserved as natural, undisturbed area except for approved perpendicular access and utility crossings.

(m) No transfer station area shall interfere with the established natural flow of surface waters to the detriment or damage to adjoining public or private properties. The mayor and council shall have the right to require an applicant to construct adequate sediment basins if it appears that substantial water or sediment may be carried into any nearby property or state waters.

(n) A minimum 200-foot buffer and ten-foot improvement setback shall be required along all property lines except public rights-of-way.

(o) A minimum 50-foot buffer and ten-foot improvement setback shall be required along all public rights-of-way.

(p) A minimum six-foot high solid fence or wall shall be located on property lines or interior to the required buffers and improvement setbacks.

(q) Limit hours of operation from 6:00 a.m. to 6:00 p.m., Monday through Saturday. A sign clearly indicating the hours of operation and prohibiting waste transfer at all other times shall be placed in a conspicuous location at the entrance. Qualified personnel shall be on duty at all times to direct all operations and activities. All such personnel shall reside in close enough proximity to respond in the event of a fire.

(r) The owner shall provide the Director of Community Development and Regulatory Affairs current copy of all applicable permits from the State of Georgia upon application for a land disturbance permit.

(s) In accordance with Article 8, submit an Environmental Impact Report as required.

(t) No portion of a new or expanded solid waste transfer station shall be located within a three-mile radius of the property lines of a residentially zoned or used property. An expanded solid waste transfer station shall not include any expanded use within the parcel boundaries of an existing site or location.

(u) Transfer stations shall be sited and operated in accordance with State Regulations 391-3-4.06 Permit by Rule for Collection, Transportation, Processing, and Disposal, Official Code of Georgia Annotated 12-8-20 Georgia Comprehensive Solid Waste Management Act (as amended), South Fulton Solid Waste Management Plan, and Waste Transfer Stations: A Manual for Decision-Making (EPA 530-R-02-002, June 2002)."

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

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

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

the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

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

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: July 28, 2022

SUBJECT: Transfer Station Text Amendment Ordinance

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to amend the City of South Fulton Zoning Ordinance for the purpose of amending the regulations related to solid waste transfer stations.

FINANCIAL IMPACT

The ordinance as written would not have a financial impact on the FY22 budget.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	7:16 p.m. ?Request Council Approval of Fulton County Multijurisdictional Hazard Mitigation Plan- FEMA approved- Fire and Rescue. Every 10 years Fulton County EMA has to update the hazard mitigation plan for the city. A team worked on the project for several months and completed the update. The plan was submitted to FEMA and has been approved. Now each city within the county must adopt the plan
DATE:	August 23, 2022
SUBJECT:	7:16 p.m. ?Request Council Approval of Fulton County Multijurisdictional Hazard Mitigation Plan- FEMA approved- Fire and Rescue. Every 10 years Fulton County EMA has to update the hazard mitigation plan for the city. A team worked on the project for several months and completed the update. The plan was submitted to FEMA and has been approved. Now each city within the county must adopt the plan
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
FEMA	Cover Memo	8/20/2022

City of South Fulton
Agenda Item Summary

MEETING DATE	PREPARED BY
August 23, 2022	Chad Jones

REQUESTING DEPARTMENT	COUNCIL DISTRICT(S) AFFECTED
Fire & Rescue	All

REQUESTED ACTION

Fulton County Multijurisdictional Hazard Mitigation Plan- FEMA approved- Fire & Rescue

REQUIREMENTS FOR COUNCIL ACTION

(City-specific Council policy, statute or code requirement)

request approval

SUMMARY AND BACKGROUND

(Provide department recommendation and an executive summary of the actionthat gives an overview of the relevant details)

Every 10 years Fulton County EMA has to update the hazard mitigation plan for the city. A team worked on the project for several months and completed the update. The plan was submitted to FEMA and has been approved. Now each city within the county must adopt the plan.

FUNDING SOURCE

(If applicable)

FINANCIAL IMPACT

(If applicable)

STATUS

Financial Impact Statement Received: No
Legislative Process Complete: No

APPROVED BY

Date: August 11, 2022

Chad Jones, Chief

Date:

Vincent Hyman, City Attorney

Date:

Tammi Saddler Jones, City Manager

Date:

Corey Adams, City Clerk

A RESOLUTION AUTHORIZING THE CITY OF SOUTH FULTON ADOPTION OF THE 2022 FULTON COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN PURSUANT TO THE DISASTER MITIGATION ACT OF 2000

WHEREAS, the Federal Disaster Mitigation Act of 2000 ("DMA") provides the legal framwork for the Federal Emergency Management Agency (FEMA) mitigation, planning requirements for state, local, and tribal governments as a condition of mitigation grant assistance; and

WHEREAS, the DMA requires that states as a condition of disaster assistance, with support from local governmental agencies, develop hazard mitigation plans to prepare for and reduce the potential natural hazards and is intended to faciltate cooperation between state and local authorities; and

WHEREAS, the Atlanta-Fulton County Emergency Management Agency ("AFCEMA") serves as the leading coordinating agency for mitigation planning and coordinates with the Hazard Mitigation Planning Committee ("HMPC"); and

WHEREAS, AFCEMA through County Code, Chapter 130 (Sections 130.1 to 130.30) is designated as the Emergency Management Agency for Fulton County; and

WHEREAS, the purpose of the Fulton County Multi-Jurisdictional Plan is to identify and address certain vulnerabilities that exist prior to and during a disaster in Fulton County; and

WHEREAS, through a comprehensive planning process and risk assessment, the plan creates a unified approach all Fulton County communities for dealing with identified hazards and associated risk issues and serves as a guide for local governments in their ongoing efforts to reduce community vulnerabilities; and

WHEREAS, Fulton County submitted its Multjurisdictional Hazard Mitigation Plan to FEMA and FEMA determined that the County's Multijuridictional Mitigation Plan acceptable in August 2022; and

WHEREAS, DMA requires local hazard mitigation plans be formally adopted by the governing body of each participating jurisdiction within Fulton County.

WHEREAS, in 2022, AFCEMA made certain revisions to the hazard mitigation plan ("2022 Fulton County Multijurisdicitional Hazard Mitigation Plan") based upon the hazard mitigation assistance planning guidelines provided by the Federal Emergency Management Agency ("FEMA); and

WHEREAS, federal regulations require that the 2022 Fulton County Multijurisdictional Plan be formally adopted by the City of **South Fulton**; and

WHEREAS, the City of **South Fulton** desires to accept the 2022 Hazard Mitigation Plan revised by AFCEMA based on the hazard mitigation assistance planning guidelines provided by FEMA for purpose of ensuring mitigation and preparedness from natural hazards.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of **South Fulton** is directed to forward a copy of this Resolution to the Atlanta-Fulton County Emergency Management Agency.

BE IT FINALLY RESOLVED, that this Resolution shall be effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to extent of conflict.

SO PASSED AND ADOPTED, this _____ day of **August**, 2022

ATTEST:	APPROVED AS TO FORM:
_____	_____
Name of City Clerk	Signed: Name, City Council President/Mayor

2022 FULTON COUNTY
MULTIJURISDICTIONAL HAZARD MITIGATION PLAN

Prepared by BOLD planning

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2022 Fulton County Multijurisdictional Hazard Mitigation Plan

June 2022

Encompassing the Jurisdictions of:
Fulton County, Georgia, and the Cities of Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton, and Union City.

Prepared and submitted by:

BOLDplanning Inc.
480 Duke Drive, Suite 130
Franklin, TN 37067
615.469.5558

Destiny Ruffin
Emergency Management Lieutenant/Project Coordinator
Atlanta-Fulton County Emergency Management Agency
130 Peachtree Street SW Suite G-157
Atlanta, GA 30339
404.612.5660 / destiny.ruffin@afcema.com

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Executive Summary

The 2022 Fulton County Multijurisdictional Hazard Mitigation Plan, developed in partnership with the Atlanta-Fulton Emergency Management Agency (AFCEMA) and Tennessee-based BOLDplanning Inc. (BOLDplanning), updates and revises the hazard mitigation activities for Fulton County, Georgia (GA). The plan, which supersedes the 2016 Fulton County Multijurisdictional Hazard Mitigation Plan, encompasses 16 jurisdictions, i.e., one county and 15 cities, aka "the planning area." These include Fulton County, GA, and the participating cities of Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton, and Union City.

The Fulton County Mitigation Planning Committee, or MPC, evaluated the mitigation measures to be undertaken and outlined a strategy for the implementation of mitigation projects over the plan's five-year life cycle. The priorities and overall hazard risk for the 2022 Fulton County Hazard Mitigation Plan have remained unchanged for all participating jurisdictions since the 2016 plan.

Formal adoption and implementation of a federally approved hazard mitigation plan, or HMP, presents many benefits to Fulton County and its multiple jurisdictions. Most notably, by identifying problems and possible solutions in advance of a disaster, the planning area will be in a better position to obtain hazard mitigation funding from the Federal Emergency Management Agency (FEMA). This may include both pre- and post-disaster financial assistance.

This document aims to produce the following strategic outcomes:

- Reduce loss of life and decrease property losses due to the occurrence of natural disasters within the planning area
- Provide the framework and coordination to encourage government, and both public and private sector organizations at all levels, to undertake mitigation to minimize potential disasters and to employ mitigation strategies in the recovery following disasters

Specifically, these strategic outcomes will be brought about through the following planning process:

1) Identify, describe, and characterize the hazards to which Fulton County and its participating jurisdictions are susceptible
2) Assess the risk of each hazard, including probability, frequency, exposure, and vulnerability
3) Examine feasible mitigation opportunities appropriate for the identified hazards, and prioritize those opportunities
4) Implement mitigation actions to reduce loss of life and damage to property
5) Identify mitigation opportunities for long-term planning consideration

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	7:20 p.m. First Read of An Ordinance To Amend Various Sections Of Title 16, Alcoholic Beverages, Of The City Of South Fulton Code Of Ordinances For Compliance With State Laws; To Update Certain Regulations Related To The Alcohol Fee Schedule
DATE:	August 23, 2022
SUBJECT:	7:20 p.m. First Read of An Ordinance To Amend Various Sections Of Title 16, Alcoholic Beverages, Of The City Of South Fulton Code Of Ordinances For Compliance With State Laws; To Update Certain Regulations Related To The Alcohol Fee Schedule
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance - Alcohol Code Updates1	Cover Memo	8/20/2022
COSF Memorandum FIS Alcohol Code Updates Ordinance	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2022-_____**

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF TITLE 16, ALCOHOLIC BEVERAGES, OF THE CITY OF SOUTH FULTON CODE OF ORDINANCES FOR COMPLIANCE WITH STATE LAWS; TO UPDATE CERTAIN REGULATIONS RELATED TO THE ALCOHOL FEE SCHEDULE; 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 Mayor and City Council of the City of South Fulton finds that this Ordinance is in the best interest of the public health, safety, and welfare.

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

Section 1. That Section 16-1002 (Definitions) of Chapter 1 (In General) of Title 16 (Alcoholic Beverages) of the City of South Fulton Code of Ordinances be amended to add definitions for “approved contained,” “curbside pick-up,” “mixed drink,” and “package good retailer,” so that Section 16-1002 shall read as follows:

“**Sec. 16-1002. Definitions.**

(a) Unless a contrary intention is clearly apparent from the context, any term used in this title shall have the same meaning as when used in a comparable provision of the "Georgia Alcoholic Beverage Code," O.C.G.A. §§ 3-1-1—3-12-3, as amended.

(b) As used in this title the singular and the plural shall each include the other, the masculine and feminine shall each include the other, and any verb tense may include any other verb tense.

(c) As used in this title the term "may" is permissive and the term "shall" is mandatory.

(d) Unless a contrary intention is clearly apparent from the context, the following terms used in this title shall have the following meanings:

Alcoholic beverage means and includes all alcohol, distilled spirits, beer, malt beverage, wine or fortified wine.

Alcoholic beverage caterer means any retail dealer licensed pursuant to this title who provides alcohol at authorized events or functions, special events, or special events facilities.

Applicant means person, or group of persons authorized to represent the business making application for the license.

***Approved Container* means a tamper evident container that:**

(a) Does not contain openings or straw holes;

(b) Is sealed in a manner that is visibly apparent if the container has been subsequently opened or tampered with; and

***(c)* Has an affixed label or marking that identifies the licensee that prepared and sold the mixed drink.**

Brewery means any establishment where malt beverages are manufactured.

Brewpub means any eating establishment in which malt beverages are manufactured, subject to the barrel production limitation prescribed in O.C.G.A. § 3-5-36. As used in this paragraph, the term "eating establishment" means an establishment which is licensed to sell distilled spirits, malt beverages, or wines and which derives at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food; provided, however, that when determining the total annual gross food and beverage sales, barrels of malt beverages sold to licensed wholesale dealers, as authorized pursuant to subparagraph (D) of paragraph (2) of O.C.G.A. § 3-5-36, or to the public for consumption off the premises, as authorized pursuant to subparagraph (D) of paragraph (2) and paragraph (4) of O.C.G.A. § 3-5-36, shall not be used.

City means the City of South Fulton and when used in a geographical sense means the territorial limits of the City of South Fulton.

City council means the Mayor and Council of South Fulton, Georgia.

***Curbside Pick-up* means when a licensee furnishes purchased goods to a customer's vehicle withing a clearly designated pick-up area located within a paved parking area adjacent to the licensed premises.**

Distilled spirits means any alcoholic beverage obtained by distillation or containing more than 24 percent alcohol by volume, as defined in O.C.G.A. § 3-1-60 2(9), as amended.

Eating establishment means an establishment which is licensed to sell or otherwise dispense distilled spirits, malt beverages, or wines and which derives at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food.

Farm winery means a parcel zoned as an agricultural use where (i) fruit is grown in a producing ~~vinyard~~ **vineyard**, orchard or similar growing area on the premises and with facilities for fermenting and bottling wine on the premises where the owner or lessee manufactures wine or fortified wine that contains not more than 24 percent

alcohol by volume; or (ii) purchased from producing ~~vinyard~~ **vineyard**, orchard or similar growing area in the City of South Fulton and with facilities for fermenting and bottling wine on the premises where the owner or lessee manufactures wine or fortified wine that contains not more than 24 percent alcohol by volume.

Food caterer means any person who prepares food for consumption off the premises.

Golf club means a golf facility consisting of a clubhouse or a professional golf shop and a regulation or executive length golf course of at least nine holes, as recognized by the United States Golf Association, the Professional Golfers Association of America, and the Georgia State Golf Association.

Growler means a professionally sanitized reusable container not exceeding 64 ounces in volume used to transport draft beer for off-premises consumption.

Immediate family of a person means all persons related to such person by consanguinity or affinity within the first degree, as computed according to the law of Georgia.

Interest means and includes any pecuniary interest and any ownership interest, whether present or future, whole or partial, legal or beneficial, contingent or vested, direct or indirect, and any right, power, or authority of control.

License means the authorization by the city to engage in the manufacturing, distribution or sale of alcoholic beverages including for consumption on the premises and by the package.

Licensee means any person, or group of persons holding a license to engage in the manufacturing, distribution or sale of alcoholic beverages including for consumption on the premises or by the package.

Malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than 14 percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer, and strong beer. The term does not include sake, known as Japanese rice wine.

Microbrewery is the term used in this title to collectively refer to breweries and brewpubs.

Mixed drink **means a beverage prepared by combining distilled spirits with nonalcoholic liquids or liquids that:**

(a) Is prepared on the day of sale by an employee of the licensee:

(b) Contains no more than 3 ounces of distilled spirits; and

(c) Is sealed in an approved container.

Mixed-use development means a development comprised of any combination of residential, commercial, office, or institutional uses. The uses may be combined in a single structure or in multiple but integrated and related structures. Mixed

developments must be zoned MIX (Mixed Use) District or C-1 (Community Business) District.

Nightclub means an establishment having a capacity of at least 100 persons per the City of South Fulton Fire Code, with all booths and tables unobstructed and open to view, dispensing alcoholic beverages and in which music, dancing or entertainment is conducted. All such establishments shall be equipped with air conditioning. The principal business of a nightclub shall be entertaining, and the serving of alcoholic beverages shall be incidental thereto.

Owner means any person or group of persons having a financial interest in the income of the business. "Owner" also includes any person, corporation or partnership operating a business under a management contract.

Package means a bottle, can, keg barrel, growler or other original consumer container.

Package Goods Retailer **means a person licensed under O.C.G.A 3-3-10(a)(7) to sell alcoholic beverages in unbroken packages for consumption off the premises. (Ex. Grocery stores, restaurants, convenience stores, and stores selling distilled spirits.)**

Police department means the city police department.

Public entertainment facility means an arena, stadium, automobile race track, amphitheater, auditorium, theater, civic center, convention center, or similar facility that is primarily designed and used for live artistic, theatrical, cultural, educational, charitable, musical, sporting, nationally sanctioned automobile racing, or entertainment events.

Premises means the definite closed or partitioned-in locality, whether a room, shop, or building wherein alcoholic beverages are dispensed for consumption on the premises by the drink, or are manufactured, distributed, and/or sold by the package.

Private club means a corporation, or partnership organized and existing under the laws of the state, actively in operation within the city, having at least 100 members regularly paying monthly, quarterly, or semiannual dues, organized and operated exclusively for pleasure, recreation and other nonprofitable purposes, no part of the net earnings of which inures to the benefit of any shareholder or member, and owning, hiring or leasing a building or space therein for the reasonable use of its members with suitable kitchen and dining room space and equipment and maintaining and using a sufficient number of employees for cooking, preparing and serving meals for its members and guests; provided, that no member or officer, agent or employee of the club is paid, or directly or indirectly receives, in the form of salary or other compensation, any profits from the sale of alcoholic beverages to the club or its members or guests beyond a fixed salary.

Private residence means a house or dwelling wherein not less than one or more than two families customarily reside and does not include a mobile home, an apartment house having facilities for housing more than two families, a boardinghouse or rooming house where there are five or more boarders or roomers, any residence

which has been unoccupied for a period of six consecutive months immediately prior to the filing of any application for license, or any residence in a nonconforming use in a commercial zone.

Police chief means the chief of police of the city.

Registered agent means that individual, who is a resident of Fulton County, Georgia and at least 21 years of age, required to be designated by a licensee to receive any process, notice, or demand required or permitted by law or under this title to be served upon a licensee or owner.

Retail means the sale of alcoholic beverages in unbroken packages only to consumers and not for resale.

Special event means an occurrence taking place somewhere other than on a licensed premises.

Special event facility means a facility used for monetary consideration on a rental, fee, percentage, or similar basis, used primarily for special occasions, including but not limited to: receptions, meetings, banquets, conventions, parties, catered events, or similar gatherings.

Wholesaler means any person, firm, or corporation which sells alcoholic beverages to other wholesalers, to retail dealers who sell by the package, or to retail dealers who hold licenses to sell only on the premises by the drink.

Wine means any alcoholic beverage containing not more than 24 percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained in this code section."

Section 2. That Section 16-2001 (License required) of Chapter 2 (Licensing) of Title 16 (Alcoholic Beverages) of the City of South Fulton Code of Ordinances be amended to read as follows:

"**Sec. 16-2001. License required.**

(a) It shall be unlawful for any person to sell, offer for sale, or otherwise dispense, **to keep, possess or store** any alcoholic beverages within the city except under a valid license issued under this title and in compliance with the provisions of this **title to include a current state license for such beverage.**

(b) All licenses issued pursuant to this title shall have printed on the front: "This license is a mere privilege subject to being revoked and annulled and is

subject to the laws of Georgia and the existing and any further ordinances of the City of South Fulton."

(c) The applicant for a license or permit, for which provision is made in this title, shall be subject to all state laws and regulations and to all city ordinances and regulations dealing with general licensing and consumption on the premises of alcoholic beverages, except as may be otherwise specifically provided in this title.

Section 3. That Section 16-2008 (Other provisions applicable to farm wineries only) of Chapter 2 (Licensing) of Title 16 (Alcoholic Beverages) of the City of South Fulton Code of Ordinances be amended to read as follows:

"Sec. 16-2008. Other provisions applicable to farm wineries only.

(a) A farm winery licensee shall be authorized to provide guided tours of said winery, during which a "free tasting" of wine may be conducted by the farm winery. Said tours and tastings shall be permitted in accordance with the Official Code of Georgia, as amended from time to time.

(b) No "free tasting" of wine shall be permitted between the hours of 12:00 a.m. and 8:00 a.m. any day of the week. In addition, no pouring or tasting of wine shall be permitted on Sundays before 11:00 a.m. and after ~~11:30 p.m.~~ **12:00 a.m. (midnight)**, or on any other days or times prohibited by state law.

(c) All wine provided at the "free tasting" shall be served by a state licensed representative of the winery and shall be wine produced on-site by said winery.

(d) The licensed farm winery may elect to provide non-alcoholic food or beverages at no charge to customers or tour-attendees, either directly or indirectly.

(e) No person who is a participant in an educational or promotional tour may bring alcoholic beverages obtained off the premises of the licensed farm winery to said winery under any circumstances.

(f) Souvenirs may be provided by a licensed farm winery, including souvenir containers that may be used in "free tastings" sponsored by the farm winery, in compliance with state law, as amended from time to time.

(g) Except as set forth otherwise in this section, a microbrewery licensee operating a farm winery shall be subject to all requirements of this title."

Section 4. That Section 16-2010 (Provisions applicable to breweries only) of Chapter 2 (Licensing) of Title 16 (Alcoholic Beverages) of the City of South Fulton Code of Ordinances be amended to read as follows:

"**Sec. 16-2010. Provisions applicable to breweries only.**

(a) A microbrewery licensee operating a brewery shall be authorized to provide guided tours of said brewery, during which a "free tasting" of malt beverages or beer may be conducted by the brewery. Said tours and tastings shall be permitted in accordance with the Official Code of Georgia, as amended from time to time.

(b) No "free tasting" of beer or malt beverages shall be permitted between the hours of 12:00 a.m. and 8:00 a.m. any day of the week. In addition, no pouring or tasting of beer or malt beverages shall be permitted on Sundays before 11 a.m. and after ~~11:30 p.m.~~ **12:00 a.m. (midnight)**, or on any other days or times prohibited by state law. Promotional or educational tours of a brewery facility shall also only be permitted within these allowed timeframes.

(c) All malt beverages or beer provided at the "free tasting" shall be served by a state licensed representative of the brewery and shall be malt beverages or beer brewed on-site by said brewery.

(d) The licensed brewery may elect to provide non-alcoholic food or beverages at no charge to customers or tour-attendees, either directly or indirectly.

(e) No person who is a participant in an educational or promotional tour may bring alcoholic beverages obtained off the premises of the licensed brewery to said brewery under any circumstances.

(f) Souvenirs may be provided by a brewery, including souvenir containers that may be used in "free tastings" sponsored by the brewery, in compliance with state law, as amended from time to time.

(g) Except as set forth in this section, a microbrewery licensee operating a brewery shall be subject to all sections of this chapter.

(h) Operation of a brewery shall prohibit a microbrewery licensee from obtaining any other category of alcohol beverage license available under this title for the same premises."

Section 5. That Section 16-4001 (Distance from churches, schools, etc.) of Chapter 4 (Location of Sales) of Title 16 (Alcoholic Beverages) of the City of South Fulton Code of Ordinances be amended to read as follows:

“Sec. 16-4001. Distance from churches, schools, etc.

(a) No person may sell or offer to sell:

(1) Any distilled spirits in or within 100 yards of any church building or government owned and operated alcoholic treatment center or within 200 yards of any school building, educational building, school grounds, **or** college campus~~, or within 200 yards a regular stop as designated by the board of education where a school bus for transportation of school children in the public schools of the city or discharge of school children~~.

(2) Any wine or malt beverages within 100 yards of any school building, school grounds, or college campus; or

(3) Any distilled spirits, wine, or malt beverages within 100 yards of an alcoholic treatment center; or

(4) Any distilled spirits, wine, or malt beverages within 200 feet of a branch of any public library.

(b) No package distilled spirits license shall be issued for any place of business which is located within 500 yards of another licensed package distilled spirits business.

(c) No package license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling in a zoning district that permits single and/or two-family dwellings; provided, however, this prohibition shall not apply with respect to a private dwelling located in a zoning district in which alcoholic beverage outlets are authorized or which dwelling is on the same street as the premises for which a package license is applied.

(d) No consumption on the premises license may be located within 1,000 feet of a licensed sexually oriented business.

(e) Unless otherwise provided by law, all measurements to determine the distances referred to in this section shall be measured by the most direct route of travel on the ground and shall be measured in the following manner:

(1) In a straight line from the front door of the structure from which beverage alcohol is sold or offered for sale;

(2) To the front door of the building of a church, government-owned treatment center or a retail package store; or

(3) To the nearest property line of the real property being used for school or educational purposes.

Measurements cannot be made simply by using online maps but instead will always require individual measurement.

No license shall be revoked and no application for a license or renewal shall be denied by reason of the method of measurement set out in this subsection, if such license or license application or renewal application is for premises for which a license was granted prior to the enactment of this chapter in reliance on another method of measurement.

(f) No application for a license shall be approved which does not include, or have attached thereto, a current certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or noncompliance with the provisions, or a certificate from a registered surveyor which states that the subject alcoholic beverage outlet meets all of the location and distance requirements of this title, and shows such location's compliance or noncompliance with linear foot measurements where appropriate or required. This provision shall not apply where not required subject to subsection (h).

(g) When a license application is for premises not yet constructed or not yet completed, a temporary license may be issued if the application includes the plans for the premises and a surveyor's certificate, as required under subsection, clearly showing that the premises will, when completed, meet the requirements.

(h) If the distance requirements are met at the time a license is issued, the subsequent opening and operation of a church, school or treatment center within the prohibited distance shall not prevent the continuance of an existing license or the issuance of a new license to a subsequent business owner; provided, however, that as to any new license, the prior license must have been lawful and validly issued at the location at any time during the 12 months immediately preceding the application for the new license.

(i) As used in this section, the term "school building" or "educational building" shall apply only to state, county, city or church school buildings and to such buildings at any other schools in which are taught subjects commonly taught in the schools and colleges of this state and which are public schools and private schools as defined in O.C.G.A. § 20-2-690(b). The term "school building" includes only those structures in which instruction is offered. The term "church building" as used in this section

shall mean the main structure used by any religious organization for purposes of worship.

Any restaurant wishing to sell beer and wine by the package would have to have measurements taken to comply with the state or local distance requirements, as applicable."

Section 6. That Section 16-5005 (Hours of operation) of Chapter 5 (Business Regulations) of Title 16 (Alcoholic Beverages) of the City of South Fulton Code of Ordinances be amended to read as follows:

"**Sec. 16-5005. - Hours of operation.**

(a) Package licensees shall not engage in the sale of alcoholic beverages except between the hours of 8:00 a.m. and 11:45 p.m. Monday through Saturday, **and Sunday between the hours of 11:00 a.m. and 11:45 p.m**. Package licensees shall not permit their places of business to be open except between the hours of 8:00 a.m. and 11:45 p.m. Monday through Saturday, except that where the primary business of a malt beverage package licensee or wine package licensee is other than the sale of alcoholic beverages, such restrictive hours shall apply only with respect to the sale of malt beverages or wine. Package licensees may engage in the sale of

(b) Consumption on the premises licensees shall engage in the sale of alcoholic beverages only between the following hours and days of the week:

(1) Monday through Saturday between the hours of 9:00 a.m. and 2:00 a.m. of the following day.

(2) Sunday between the hours of 11:00 a.m. and 2:00 a.m. on Monday in eating establishments or in any licensed establishment that derives at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging.

(3) In addition to the other requirements set forth in this section, the licensed premises for the sale of alcoholic beverages shall comply with the following:

a. All licensed premises, except for the premises of hotels and country clubs, shall close their premises to the public and clear the premises of patrons within 30 minutes after the time set in this section for discontinuance of the sale of alcoholic beverages on the premises.
b. The sale of alcoholic beverages shall not be permitted within 250 feet of any polling place on primary or election days.

c. The licensed premises shall offer to its patrons prepared food and meals during all hours it is open.

(4) This section shall not apply to private clubs.

(c) The business hours of wholesale dealers shall be between the hours of 7:00 a.m. and 11:45 p.m. Monday through Saturday. There shall be no sales on Sunday."

Section 7. That Chapter 7 (Requirements for Consumption On-Premises Licenses) of Title 16 (Alcoholic Beverages) of the City of South Fulton Code of Ordinances be amended by adding Section 16-7016.1 to be entitled Tasting events as package stores and to read as follows:

"Sec. 16-7016.1. Tasting Events at Package Stores

The holder of a package beer and wine license and distilled spirit shall be eligible for an ancillary wine, beer and malt beverage, and distilled spirits to allow the small sample tasting of alcoholic products that are available for sale on the premises and that the samples are consumed in the presence of a representative of the store under the conditions set forth in this section.

(1) The tasting must not take place in the public area of the store but instead must be conducted "in an office, storage room, or other area of the licensed premises of the retail dealer that is closed to the public.
(2) Retail package liquor stores may conduct up to fifty-two (52) tasting events per calendar year.
(3) Tasting events may only take place during the hours that the licensed premises may lawfully sell unbroken packages of alcohol.
(4) Such tastings must last no longer than four hours, with only one tasting event being held per day.
(5) Only one type of alcoholic beverage may be served at a tasting event, either malt beverages, or wine, or distilled spirits. However, more than one brand of each type of alcoholic beverage may be offered so long as not more than four packages are open at any one time.

Packages opened for the purposes of providing samples may not be sold, but instead must be kept locked in a secure room or cabinet except when in use during a tasting event."

Section 8. That Section 16-9001 (Fee schedule) of Chapter 9 (Alcohol Fee Schedule) of Title 16 (Alcoholic Beverages) of the City of South Fulton Code of Ordinances be amended to read as follows:

Sec. 16-9001. Fee schedule.

The following alcohol licenses fees are hereby established and shall be payable by check or money order, as applicable, at the time of filing the alcohol application:

Administrative fees

Alcohol License Application Fee $300.00

All Other Application Fees $150.00

Background/Fingerprint fee $55.00

Advertising fee $505.00

Fire inspection fee $75.00

Retail consumption on premises

Liquor $3200.00

Beer $650.00

Wine $650.00

Add'l Bar/Lounges $1000.00 ea.

BYOB wine $125.00

Wine & malt beverage tasting (No distilled spirits/Liquor) $50.00 ea.

Distilled Spirits /Liquor Tasting $100.00 each

Special permit fees

Non-profit special event beer, wine, & distilled spirits/Liquor $50.00

For-profit special event beer & wine $125.00

For-profit special event distilled spirits/Liquor $125.00

Annual off premises catering license $200.00

Off premises per event catering permit $50.00

Retail package

Distilled spirits/Liquor $3000.00

Beer $400.00

Wine $400.00

Temporary alcohol license fees

Distilled spirits/Liquor (Sale/Consumption on premises) $500.00

Beer and wine (Sale/Consumption on premises) $250.00

Beer and wine (Retail package) $250.00

Wholesale:

Distilled spirits/Liquor $3500.00

Beer $500.00

Wine $500.00

Location outside of city $100.00

Manufacturer (Distillery):

Distilled spirits/Liquor $4000.00

Beer $500.00

Wine$500.00

Microbrewery$2000.00

Farm winery$2000.00

Growler$2000.00

Chapter 9. Amendments are shown with ~~strikethrough~~ 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.

Chapter 10. 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 11. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 12. 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 13. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: August 16, 2022

SUBJECT: Alcohol Code Updates Ordinance

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to amend various sections of Title 16, Alcoholic Beverages, of the City of South Fulton Code of Ordinances for compliance with state laws; to update certain regulations related to the alcohol fee schedule.

FINANCIAL IMPACT

The ordinance as written would not have a financial impact on the FY22 budget.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:25 p.m. Request Council Approval Of A Resolution Requesting That No City Funds Be Utilized To Record And/Or Investigate Reports Of Abortion Care And Request That The South Fulton Police Department Place Reports Of Abortion-Related Care At The Lowest Possible Priority

DATE: August 23, 2022

SUBJECT: 7:25 p.m. Request Council Approval Of A Resolution Requesting That No City Funds Be Utilized To Record And/Or Investigate Reports Of Abortion Care And Request That The South Fulton Police Department Place Reports Of Abortion-Related Care At The Lowest Possible Priority

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Reproductive Rights Resolution 7-12-22 RM	Cover Memo	8/20/2022
COSF Memorandum FIS Reproductive Rights Resolution	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2022-_____**

A RESOLUTION TO REQUESTING THAT NO CITY FUNDS BE UTILIZED TO RECORD AND/OR INVESTIGATE REPORTS OF ABORTION CARE AND REQUEST THAT THE SOUTH FULTON POLICE DEPARTMENT PLACE REPORTS OF ABORTION-RELATED CARE AT THE LOWEST POSSIBLE PRIORITY; AND FOR OTHER 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, since Roe V. Wade was decided in 1973, several states have worked to enact restrictions to accessing abortion, causing widespread clinic closure, and significant barriers to accessing abortion care; and

WHEREAS, the Georgia General Assembly passed an anti-abortion law (HB 481) which was signed into law in 2019; and

WHEREAS, this bill was ruled unconstitutional due to the Roe V. Wade decision; and

WHEREAS, the Supreme Court of the United States has overturned the 1973 landmark ruling of Roe v. Wade via its ruling in Dobbs v. Jackson Women's Health Organization; and

WHEREAS, limiting the access to abortions and abortion care have disproportionately affected low income, immigrant and women of color; and

WHEREAS, eliminating legal access to abortion has been empirically proven to dramatically increase the risk of death, bodily injury, and infertility, especially within low-income communities and communities of color; and

WHEREAS, low-income women are more than five times as likely than affluent women to experience an unintended pregnancy, which has significant implications for social mobility given that unplanned childbearing is associated with higher rates of poverty, less family stability, and worse outcomes for children, according to a Brookings Center on Children and Families (CCF) paper; and

WHEREAS, several states, including the state of Georgia is ready to outlaw abortion, most are not willing to give new babies and their families the educational, medical, or financial support they need to lead a healthy life and that could leave tens of thousands of future children unnecessarily disadvantaged and living in poverty; and

WHEREAS, South Fulton supports a women's choice to choose and opposes the use of any City funds to record and or investigate reports of abortion care; and

WHEREAS, the right to privacy should protect doctors, patients and all others involved with medical treatment from any criminal investigation related to decisions made within the healthcare provider-patient relationship, including abortion, as long as those decisions occur without coercion, force or negligence; and

WHEREAS, the South Fulton City Council has a responsibility to protect its residents from any violation of their human rights and any criminalization of the free exercise thereof.

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

Section 1. The South Fulton City Council hereby requests that no City funds shall be used to record and/or investigate reports of abortion care and the South Fulton Police Department is requested to place reports of abortion related care at the lowest possible priority.

Section 2. The South Fulton City Council stands with those who condemn any actions intended to abrogate the fundamental liberties of women and affirms its commitment to protecting its residents' right to make reproductive health decisions for themselves, including abortion care.

Section 3. In accordance with this Resolution, the South Fulton City Council hereby requests that except to the extent otherwise required by state or federal law, city funds will not be used to:

- Store or catalog any report of abortion, miscarriage, or other conduct that could be prosecuted under state laws criminalizing reproductive care;
- Provide information to any other governmental body or agency about any abortion, miscarriage, or other conduct that could be prosecuted under state laws criminalizing reproductive healthcare, unless such information is provided to defend the patient's right to abortion care or the healthcare provider's right to provide that care; and
- Conduct surveillance or collect data or other information related to any individual, organization, location vehicle, action, financial record or internet activity for the purpose of determining whether an abortion has occurred, except for the collection of aggregated data without personally identifying information or personal health information for purposes unrelated to criminal investigation, enforcement or prosecution.

Section 4. It is the intention of the South Fulton City Council that this request does not apply in cases where coercion or force is used against the pregnant person, or in cases involving conduct criminally negligent to the health of the pregnant person seeking care.

Section 5. The South Fulton City Council requests that the South Fulton Police Department ensure that the investigation or support for the prosecution of any allegation, charge, or information relating to the outcome of a given pregnancy, including abortion and abortion-related care, or any party thereto will be the lowest priority for enforcement and the use or assignment of resources and personnel, except in cases where coercion or force is used against the pregnant person, or conduct criminally negligent to the health of the pregnant person seeking care, or in cases where the abortion, miscarriage, or reproductive healthcare is not the crime being investigated but as evidence of another crime, such as sexual assault.

Section 6. **Severability.** To the extent, any portion of this Resolution is declared invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

Section 7. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

Section 8. **Effective Date.** This Resolution shall take effect immediately.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: August 16, 2022

SUBJECT: Reproductive Rights Resolution

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to request that no city funds be utilized to record and/or investigate reports of abortion care and request that the South Fulton Police Department place reports of abortion-related care at the lowest possible priority.

FINANCIAL IMPACT

The resolution as written would not have a financial impact on the FY22 budget.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:30 p.m. Second Reading and Request Council Approval of An Ordinance Implementing Penalties for Driving on Truck Routes

DATE: August 23, 2022

SUBJECT: 7:30 p.m. Second Reading and Request Council Approval of An Ordinance Implementing Penalties for Driving on Truck Routes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Truck Parking Text Amendment Ordinance	Cover Memo	8/20/2022
COSF Memorandum FIS Amend the Penalties for Driving on Truck Routes Ordinance	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2022-_____**

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON ZONING ORDINANCE FOR THE PURPOSE OF AMENDING THE REGULATIONS RELATED TO OFF-STREET TRUCK PARKING; 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 Mayor and City Council of the City of South Fulton finds that this text amendment to the City of South Fulton Zoning Ordinance is in the best interest of the public health, safety, and welfare.

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

Section 1. That Section 607.04 of Section 607 (Prohibited off-street parking and storage) of Appendix C (Zoning) be amended in its entirety to reads as follows:

"Sec. 607.04. - Parking and/or storage of certain vehicles prohibited or limited in specified districts.

(1) Commercial trucks and/or trailers: A commercial truck (including medium- and heavy-duty trucks, semi-trucks, tractor trailer flatbed trucks, tow trucks, box trucks, and delivery trucks) and/or trailer or semitrailer shall not be parked or stored in any O-I, C-1, C-2, or MIX district, with the following exceptions:
    a. The vehicle is engaged in loading or unloading activity where the driver is present and in charge thereof; or
    b. The vehicle is owned or is being used by a business located on the property; or
    c. A business on the property is conducting operations and the vehicle is being used in connection with such activity. Where a commercial vehicle is parked in a parking lot located in an O-I, C-1, C-2, or MIX district, such vehicle shall park only in areas designated and posted as loading zones and/or loading docks.
(2) The use of loading zones or loading docks by operators of commercial vehicles for sleeping or parking overnight is strictly prohibited.
(3) Parking in hotel or motel lots: Excluding hotels and motels in an MIX district,

medium-duty and heavy-duty commercial trucks may be parked in the parking lots of hotels and motels provided that the operators of said vehicles are registered overnight guests of the hotel or motel, and provided that said vehicles are parked within the lines of a designated parking space clearly marked for commercial vehicles.

a. Where said commercial vehicle is a tractor trailer, only the cab of the tractor trailer may be parked in a hotel or motel parking lot in accordance with this subsection.
b. Any hotel or motel providing designated parking spaces for the parking of commercial vehicles pursuant to this subsection is prohibited from acting as a routing agent for said vehicles.

(4) If any vehicle is found upon a parking lot, driveway or entrance drive, in violation this Section regulating the parking and/or storage of commercial trailers, The owner or person in possession of any real property or the vehicle operator, or both may be punished as provided in this code section

(5) The City of South Fulton Police Department has the authority to enforce this code section.

(6) Any person violating this section shall be subject to a penalty of up to $1,000.00, in addition to impound, tow and/or another other remedy allowed by law. Each day in non-compliance shall constitute a separate violation.

(7) After giving proper notice of a violation and three business days thereafter to correct the deficiencies, the city shall have the authority to enter the property and bring it into compliance with these regulations by impounding any vehicle found parked on the property in violation of this section. The expense of such city action shall be charged against the property owner, become a lien on the property, and be collected by the same means, process and manner by which taxes are collected by the county. The impounded vehicle may be reclaimed by the vehicle's owner who shall be responsible for payment of the towing and storage fees, otherwise the vehicle shall be disposed of in accordance with state law."

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

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

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

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

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

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: June 14, 2022

SUBJECT: Amend Penalties for Driving on Truck Routes Ordinance

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CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to amend Title 8, Traffic and Vehicles, Chapter 2, Commercial Vehicles/Trucks, of the Code of Ordinances of the City of South Fulton, Georgia related to penalties for commercial vehicles traveling off truck routes.

FINANCIAL IMPACT

The ordinance as written would not have a financial impact on the FY22 budget.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:35 p.m. Second Reading and Request Council Approval of An Ordinance Requesting City Code Prohibition of Firearms

DATE: August 23, 2022

SUBJECT: 7:35 p.m. Second Reading and Request Council Approval of An Ordinance Requesting City Code Prohibition of Firearms

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ord2022 Flourishing or Drawing a Weapon Final	Cover Memo	8/20/2022
COSF Memorandum FIS Flourishing or Drawing a Weapon	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2022-_____**

AN ORDINANCE OF THE CITY OF SOUTH FULTON, GEORGIA, TO AMEND TITLE 15, CRIMINAL OFFENSES, CHAPTER 3, OFFENSES INVOLVING PUBLIC PEACE AND ORDER, TO ADD SECTION 15-3012 RELATED TO FLOURISHING OR DRAWING A WEAPON; TO ADD SECTION 15-3013 RELATED TO WEAPONS IN GOVERNMENT BUILDINGS; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Willis and Co-sponsored by Councilmembers Carmalitha Gumbs and Natasha Williams)

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

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

WHEREAS, the City Charter authorizes the City to enact rules and regulations concerning the public health, safety and welfare of the City;

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

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

Section 1. It is hereby ordained by the City Council that Title 15, Criminal Offenses, Chapter 3, Offenses Involving Public Peace and Order, is hereby amended to include a new subsection (15-3012), to be entitled "Weapons, Drawing or Flourishing Prohibited," which shall read as follows:

"**Sec. 15-3012. – Weapons, drawing or flourishing prohibited.**

It shall be unlawful for any person within the city to draw from his pocket or other place of concealment, in an excited or boisterous manner or in any manner calculated to cause a breach of the peace, any pistol or weapon of any kind, or to flourish the same in like manner or to draw such weapon with threats of using the same on any person; provided, this section shall not apply to persons acting in justifiable self-defense."

Section 2. It is hereby ordained by the City Council that Title 15, Criminal Offenses, Chapter 3, Offenses Involving Public Peace and Order, is hereby amended to include a new subsection (15-3013), to be entitled "Weapons, Drawing or Flourishing Prohibited," which shall read as follows:

"**Sec. 15-3013. – Weapons prohibited in government buildings.**

It shall be unlawful for any person to carry a weapon into a government building, as defined by O.C.G.A. § 16-11-127, as amended, including any public or private

building in which the City of South Fulton City Council holds an official meeting, at a reasonable time prior to and following said official meeting."

Section 3. It is hereby ordained by the City Council that Title 15, Criminal Offenses, Chapter 3, Offenses Involving Public Peace and Order, is hereby amended to include a new subsection (15-3014), to be entitled "Possession of handgun by persons under 18," which shall read as follows:

"Sec. 15-3014. – Possession of handgun by persons under 18.

It shall be unlawful any person under the age of 18 years to possess or have under such person's control a handgun in the City of South Fulton, except as allowed by O.C.G.A. § 16-11-132, as amended."

Section 4. It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

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

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

Section 5. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

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

Section 7. The City Manager is authorized to have placed and erected at the City's governmental buildings as defined by O.C.G.A. § 16-11-127 the appropriate signage alerting citizens that the possession of firearms or any other weapons beyond a designated point or area of the governmental building is limited and/or restricted.

Section 8. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: August 16, 2022

SUBJECT: Flourishing or Drawing of Weapon Ordinance

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to amend the City of South Fulton Title 15 Criminal Offenses, Chapter 3, Offenses involving public peace and order to add section 15-3012 related to flourishing or drawing a weapon; to add section 15-3013 related to weapons in government buildings; and for other lawful purposes.

FINANCIAL IMPACT

The ordinance as written would not have a financial impact on the FY22 budget.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	MAYOR'S LEGISLATION AND INITIATIVES ? 7:40 p.m. Council Consideration of Override of the Mayor's Veto of Council's Approval of A Work Session Policy Ordinance
DATE:	August 23, 2022
SUBJECT:	MAYOR'S LEGISLATION AND INITIATIVES ? 7:40 p.m. Council Consideration of Override of the Mayor's Veto of Council's Approval of A Work Session Policy Ordinance
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MAYOR VETO ORD2022-019 5.26.2022	Cover Memo	8/20/2022

MAYOR'S VETO

Section 3.21. Submission of Ordinance to the Mayor

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

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

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

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

Date of Adoption: 5/25/2022 **Item Number:** ORD2022-019

Subject: AN ORDINANCE OF THE CITY OF SOUTH FULTON, GEORGIA, TO AMEND REQUIREMENTS AND PROCESSES FOR PROPOSED ORDINANCES AND RESOLUTIONS; AND FOR OTHER LAWFUL PURPOSES.

Reason for Veto: SEE THE ATTACHED

Date to Mayor: 5/26/2022 **Date of Veto:** 31 May 2022

Mayor's Signature:

Date Received by City Clerk: 5/31/22

Date to Councilmembers: 5/31/22

Date of next Regular Meeting of City Council: August 23, 2022

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

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2022-019

AN ORDINANCE OF THE CITY OF SOUTH FULTON, GEORGIA, TO AMEND REQUIREMENTS AND PROCESSES FOR PROPOSED ORDINANCES AND RESOLUTIONS; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmembers Rowell, Willis, Williams, & 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, pursuant to City Charter Section 3.13, the City Council shall hold regular and, where necessary, specially called public meetings to transact the City's business; and

WHEREAS, pursuant to City Charter Section 3.22, the Mayor shall have prepared an "agenda for each meeting of the city council which shall include all business submitted by the mayor, any councilmember, the city manager, and the city attorney"; and

WHEREAS, work sessions are subject to the Open Meetings Act and must be posted and open to the public except for those issues that by law are permitted to be addressed in closed session; and

WHEREAS, work sessions provide the opportunity for city council to focus on long-term decisions rather than the day-to-day management issues that confront the city; and

WHEREAS, work sessions can help make regular sessions more productive and shorter and can be used for goal-setting, budget review, staff briefings or to provide opportunities for council/board members to study difficult issues, clarify problems and gather and analyze information; and

WHEREAS, the format for the work sessions shall promote efficiency in council operations but not to take action; and

WHEREAS, the following policy shall be used as a guide for the placement of legislative items on all meetings of Mayor and Council; and

WHEREAS, this ordinance is in the best interest of the City, its citizens and the efficient operation of the City.

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

Section 1. That Title 1 (ADMINISTRATION), Chapter 3 (MAYOR AND COUNCIL), Section 1-3002 (Presiding officer and rules for debate) be amended by adding subsection (e.1), to read as follows:

(e.1) *Order of business for work sessions.* When a quorum is present the council shall proceed to the business before it, which shall be conducted in the following order:

(1) City Manager Items.
   a. Staff Reports.
   b. Update City Initiatives Aligned with Strategic Plan.
   c. Briefing on city contracts/purchases exceeding $25,000.00.
(2) Presentations at the request of the Mayor and/or City Council (not to exceed two (2) presentations by request of the Mayor and two (2) presentations at the request of City Council, by order of request and documented by official city email).
(3) Executive Session (if necessary).
(4) City Attorney report, if action taken in executive session.
(5) Adjournment.

The Work Session agenda for the meeting may be amended upon two-thirds vote of the council.

All reports and presentations shall be submitted in writing to the city clerk by 5:00p on the ~~Thursday~~ Tuesday preceding the work session for inclusion in the work session agenda packet.

This is too late ~~It should be~~ Tuesday is my recommend for deadline

Section 2. That Title 1 (ADMINISTRATION), Chapter 3 (MAYOR AND COUNCIL), Section 1-3002 (Presiding officer and rules for debate), subsection (g) (Agenda, preparation of; public comment), subsection (2)(a), be amended to read as follows:

(g) *Agenda, preparation of; public comment.*

...

(2) (a) To have an item placed on the agenda for consideration at a City Council work session meeting, it must be submitted electronically for consideration to the City Clerk by 12:00 p.m. (noon) on the ~~Wednesday~~ Tuesday immediately preceding the work session date. Any supporting documents germane to the item should also be submitted. To have an item placed on the agenda for consideration at a City Council regular monthly meeting, it must be timely submitted for consideration at the City Council work session which precedes such regular monthly meeting.

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]

The foregoing ORDINANCE No. 2022-019, adopted on May 25, 2022 was offered by Councilmember Williams, who moved its approval. The motion was seconded by Councilmember Reeves, and being put to a vote, the result was as follows:

	AYE	NAY
khalid kamau, Mayor		
Carmalitha Gumbs	X	
Catherine Foster Rowell	X	
Helen Zenobia Willis	X	
Jaceey Sebastian	X	
Corey Reeves, Mayor Pro Tem	X	
Natasha Williams	X	
Vacant		

First Reading April 26, 2022
Second Reading May 25, 2022

THIS ORDINANCE adopted this 25th day of May 2022.

CITY OF SOUTH FULTON, GEORGIA

khalid kamau, MAYOR

ATTEST:

COREY E. ADAMS, SR., CITY CLERK

APPROVED AS TO FORM:

VINCENT D. HYMAN, CITY ATTORNEY

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	7:45 p.m. Council Consideration of Override of the Mayor's Veto of Council's Approval of An Ordinance To Amend The City Of South Fulton's Charter, Article III, Organization Of Government, General Authority, And Ordinances, Section 3.21, Submission Of Ordinances To The Mayor
DATE:	August 23, 2022
SUBJECT:	7:45 p.m. Council Consideration of Override of the Mayor's Veto of Council's Approval of An Ordinance To Amend The City Of South Fulton's Charter, Article III, Organization Of Government, General Authority, And Ordinances, Section 3.21, Submission Of Ordinances To The Mayor
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MAYOR VETO ORD2022-018 5.26.2022	Cover Memo	8/20/2022

MAYOR'S VETO

Section 3.21. Submission of Ordinance to the Mayor

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

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

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

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

Date of Adoption: 5/25/2022 **Item Number:** ORD2022-018

Subject: AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON'S CHARTER, ARTICLE III, ORGANIZATION OF GOVERNMENT, GENERAL AUTHORITY, AND ORDINANCES, SECTION 3.21, SUBMISSION OF ORDINANCES TO THE MAYOR; AND FOR OTHER LAWFUL PURPOSES

Reason for Veto: SEE THE ATTACHED

Date to Mayor: 5/26/2022 **Date of Veto:** ~~26 May 22~~ 31 May 2022

Mayor's Signature: _____

Date Received by City Clerk: 5/31/22

Date to Councilmembers: 5/31/22

Date of next Regular Meeting of City Council: August 23, 2022

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

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2022-018**

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON'S CHARTER, ARTICLE III, ORGANIZATION OF GOVERNMENT, GENERAL AUTHORITY, AND ORDINANCES, SECTION 3.21, SUBMISSION OF ORDINANCES TO THE MAYOR; AND FOR OTHER LAWFUL PURPOSES

(Sponsored by Councilmember Williams)

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

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

WHEREAS, pursuant to City Charter Section 3.10A, the City has established a City council – City manager form of government;

WHEREAS, the full and complete legislative and policy making authority of the City resides in the part-time city council;

WHEREAS, O.C.G.A. § 36-35-6 authorizes the City to amend its municipal charter through a duly adopted ordinance that has been legally advertised in the official organ of the county of the legal situs of the municipal corporation or in a newspaper of general circulation in the municipal corporation; 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.

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

Section 1. The City of South Fulton Charter, Article III, Organization of Government, General Authority, and Ordinances is hereby amended by amending Section 3.21 to read as follows:

ARTICLE III. - ORGANIZATION OF GOVERNMENT, GENERAL AUTHORITY, AND ORDINANCES

Sec. 3.21. Submission of ordinances to the mayor.

(a) Every ordinance, resolution, or other action adopted by the city council shall be presented to the mayor for signature within ~~five~~ **two** business days following the adoption of such ordinance, resolution, or other action by the city council. The mayor shall have the right to veto any ordinance,

resolution, or other action adopted by the city council, in accordance with the procedures set forth in this section.

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

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

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

Section 2. Amendments are shown with strikethrough 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/or 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/or federal law.

[signatures and voting tabulations appear on the following page]

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:50 p.m. Resolution for Wage Study to Raise the City of South Fulton's Minimum Wage to $20

DATE: August 23, 2022

SUBJECT: 7:50 p.m. Resolution for Wage Study to Raise the City of South Fulton's Minimum Wage to $20

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Resolution for 20 Minimum Wage (Mayor khalid)	Cover Memo	8/20/2022
COSF Memorandum FIS Wage Study to raise the minimum to $20 Resolution_	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2022-_____**

RESOLUTION ESTABLISHING A PLAN FOR A LIVABLE MINIMUM WAGE FOR CITY OF SOUTH FULTON EMPLOYEES AND FOR OTHER LAWFUL PURPOSES

(Sponsored by Mayor khalid)

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

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

WHEREAS, Section 4.15 of the City Charter authorizes the City Council to put rules and regulations in place concerning the pay for persons employed by the City; and

WHEREAS, the average rent for an apartment in the Atlanta Metropolitan Statistical Area (MSA) is now $1800 per month and inflation has hit a 40-year high; and

WHEREAS, the lowest paid workers in our city (and our country) are being disproportionately impacted by inflation, especially the rapidly rising cost of housing; and

WHEREAS, the City Council finds that establishing a livable minimum wage will help boost the economy and working productivity while reducing poverty, income inequality employee turnover; and

WHEREAS, this Resolution is intended to be consistent with state law and also in the best interest of the welfare of the City, its businesses, visitors and residents.

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

Section 1. The City Council hereby acknowledges its intent to increase the hourly minimum wage for City employees to twenty ($20) dollars per hour effective January 1, 2023.

Section 2. The City hereby instructs a Classification & Compensation study to incorporate the City's intent to increase the City's minimum wage while — accounting for compression — increasing the pay of City Department Heads and executive staff as little as possible.

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]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: August 16, 2022

SUBJECT: Wage Study to raise the minimum to $20 Resolution

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to establish a plan for a livable minimum wage of $20 for the City of South Fulton employees.

FINANCIAL IMPACT

For FY 23, it will increase the cost of personnel and benefits through out the city. If the minimum wage is raised, then the wages of other personnel will have to be raised to ensure compression doesn't happen in many of the budgeted positions.

Based on 30 full-time employees with an average of $16.00 per hour the direct fiscal impact would be $4 x 2080 x 30 employees = $249,600 towards based salary. When adding in 10% for employee taxes and 10% for retirement the increase would increase to $299,520. Employees making in the range of $20 per hour in a pay grade higher than those increasing to $20 would also be impacted.

In essence this resolution could increase payroll by 15%. With FY23 annual pay not including taxes and benefits estimated at $40,959,300, the impact could be over $6,143,895.

Additional time would be needed for a complete analysis, and it is suggested that this be part of the class and compensation study.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	7:55 p.m. Resolution to Decriminalize Menthol Cigarettes in the City of South Fulton
DATE:	August 23, 2022
SUBJECT:	7:55 p.m. Resolution to Decriminalize Menthol Cigarettes in the City of South Fulton
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Menthol Cigarettes Decriminalization Resolution 7-112	Cover Memo	8/20/2022
COSF Memorandum FIS Menthol Cigarettes Decriminalization Resolution	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2022-_____**

A RESOLUTION TO REQUESTING THAT NO CITY FUNDS BE UTILIZED TO RECORD AND/OR INVESTIGATE THE SALE OR USE OF MENTHOL CIGARETTES OR FLAVORED CIGARS; AND FOR OTHER PURPOSES.

(Sponsored by Mayor khalid)

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

WHEREAS, U.S. Food and Drug Administration is expected to introduce a nationwide ban on the sale of menthol cigarettes and flavored cigars, according to the article attached as Exhibit “A”;

WHEREAS, African Americans disproportionately use menthol products and flavored cigars;

WHEREAS, Some black lawmakers have objected to a federal ban on grounds that making menthol cigarettes illegal will give police more opportunities to detain Black Americans, who are already overly burdened by the legal system;

WHEREAS, While the health disparities among black Americans, some due to the use of menthol products and flavored cigars, are noted by the South Fulton City Council, the unintended legal consequences are disfavored;

WHEREAS, The City Council has a responsibility to protect its residents from the negative consequences and ant criminalization of the use of menthol products and flavored cigars.

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

Section 1. The City Council hereby requests that, in the event of a nationwide or statewide ban on the sale and use of menthol cigarettes and/or flavored cigars, no City funds shall be used to record and/or investigate the sale and/or use of menthol cigarettes, or other menthol products and flavored cigars.

Section 2. The City Council requests that the South Fulton Police Department ensure that the investigation or support for the prosecution of any allegation, charge, or information relating to the sale or use of menthol products or flavored cigars will be the lowest priority for enforcement and the use or assignment of resources and personnel.

Section 3. **Severability.** To the extent, any portion of this Resolution is declared invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

Section 4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: August 16, 2022

SUBJECT: Menthol Cigarettes Decriminalization Resolution

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to request that no city funds be utilized to record and/or investigate the sale or use of menthol cigarettes or flavored cigars.

FINANCIAL IMPACT

The resolution as written would not have a financial impact on the FY22 budget.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: CHARTER AMENDMENT PUBLIC HEARING ? 8:00 p.m. First Read of A Ordinance Amending the City Charter – City Clerk Duties

DATE: August 23, 2022

SUBJECT: CHARTER AMENDMENT PUBLIC HEARING ? 8:00 p.m. First Read of A Ordinance Amending the City Charter – City Clerk Duties

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Clerk Duties Charter amendment	Cover Memo	8/20/2022
COSF Memorandum FIS Clerk Duties Charter Amendment	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

AN ORDINANCE AMENDING SECTION 4.13, CITY CLERK, OF THE CITY OF SOUTH FULTON CHARTER AND FOR OTHER LAWFUL PURPOSES

(Sponsored by Councilmembers Willis, Gumbs, Sebastian, Reeves. Williams)

WHEREAS, the City Council is authorized pursuant to O.C.G.A. § 36-35-3 and other applicable laws to amend the City Charter;

WHEREAS, the City Council desires through this Ordinance to amend and address the duties and office of the City Clerk set forth under the City Charter; and

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

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

Section 1. The City of South Fulton Charter, Section 4.13, City Clerk, is hereby amended by deleting the same in its entirety and replacing it with a new Section 4.13, City Clerk, which shall read as follows:

SEC. 4.13. City clerk.

The mayor shall nominate and the city council shall confirm by a majority vote a city clerk who shall not be a councilmember. The city clerk shall report to mayor and city council. The city council shall provide for the compensation of the city clerk.

The city clerk's Office shall serve as the central repository for information regarding all legislative actions of the governing authority. The City Clerk shall serve as the designated custodian and administrator of the City Council's legislative actions. The records for all City boards, authorities, commissions, etc., shall be maintained by the office of the city clerk. The city clerk shall be custodian of the official city seal, maintain city council records required by this Charter, and perform such other duties as may be required by the city council. The city clerk may be removed by five affirmative votes of city council.

****

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 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 City Clerk.

Section 5. The effective date of this Ordinance shall be upon adoption by city council, unless provided otherwise by applicable local, state and/or federal law.

_____ _____

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: August 16, 2022

SUBJECT: Amend Clerk Duties Charter Ordinance

CONCLUSION
No direct funds are being requested.

BACKGROUND

The city desires to amend section 4.13 City Clerk of the City of South Fulton Charter.

FINANCIAL IMPACT

The proposed ordinance as written will have no financial impact on the City's budget.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	8:20 p.m. First Read Of An Ordinance To Amend Title 1, Administration, Chapter 6, Municipal Employees, Of The Code Of Ordinances, City Of South Fulton, GA To Add Section 1-6011 Temporary Employment Services
DATE:	August 23, 2022
SUBJECT:	8:20 p.m. First Read Of An Ordinance To Amend Title 1, Administration, Chapter 6, Municipal Employees, Of The Code Of Ordinances, City Of South Fulton, GA To Add Section 1-6011 Temporary Employment Services
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Temp Employee Ordinance	Cover Memo	8/20/2022
COSF Memorandum FIS Temp Employee Ordinance	Cover Memo	8/20/2022

STATE OF GEORGIA

COUNTY OF FULTON

CITY OF SOUTH FULTON **ORD2022-_____**

AN ORDINANCE TO AMEND TITLE 1, ADMINISTRATION, CHAPTER 6, MUNICIPAL EMPLOYEES, OF THE CODE OF ORDINANCES, CITY OF SOUTH FULTON, GA TO ADD SECTION 1-6011 TEMPORARY EMPLOYMENT SERVICES AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmembers Williams, Willis, Sebastian, Reeves)

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

WHEREAS, the City Council acknowledges that a portion of its staffing requirements that is critical may be met through the use of agency temporary workers and contractors; and

WHEREAS, the City desires to amend its code of ordinances through this Ordinance to provide guidelines and regulations for the use of temporary employment services.

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

Section 1. The Code of Ordinances, City of South Fulton, Georgia, Title 1, Administration, Chapter 6, Municipal Employees, is hereby amended to add the following**:**

TITLE 1 – ADMINISTRATION

Chapter 6 – Municipal Employees

1-6011. TEMPORARY EMPLOYMENT SERVICES.

1-6011.1 Purpose; applicability

The purpose of this section is to ensure that uniformed guidelines are followed in the hiring of temporary employees and contractors. This is section is applicable to temporary staff and contractors to fill vacant non-elective staff positions.

1-6011.2 Definitions

"Temporary Staff" is an individual who provides a service to the City through a staffing firm that administers the individual's pay, benefits, employment taxes, and IRS reporting.

"Independent Contractor" is an individual who meets the United States Department of Labor and Internal Revenue Service (IRS) Independent Contractor Tests.

"Critical hire" shall be considered a position that the city must fill in order to maintain citizen/life safety, and to successfully meet required financial and/or operational compliance standards that puts the city's financial standing and credit rating at risk. A critical hire is not the same as an important hire. The city has many positions that are important to operational success but would not be considered critical. Important positions shall not be approved for critical hire.

1-6011.3 Use of temporary staff

The use of temporary agencies and contract employees to fill vacant non-elective staff positions shall be limited to only those positions that have been identified as being a critical hire by a resolution of the city council. Temporary and/or contract employees hired through the critical hire process shall be term limited to a maximum of 120 days.

1-6011.4 Procedures for hiring

All critical hires must be procured through a contract resulting from a formal procurement. The human resource (HR) department is responsible for identifying and reviewing staffing vendor relationship by utilizing the city's procurement process. All contractual agreements must be procured and negotiated in advance of placement of temporary staff or contractors. Payment of services rendered by temporary and contract staff may only be paid directly to a third-party agency whose primary purpose is to provide temporary and contract workers.

The HR department is responsible for the overall management of the selection and hiring processes related to critical hires including, but not limited to, ensuring that the appropriate pre-employment screenings are conducted by the staffing firm in accordance with city employment practices.

Departments requesting to fill non-elective staff positions through the critical hire process shall complete a critical hire request form providing a compelling case for the critical nature of the position, along with the appropriate supporting documentation and data regarding the risk to citizen/life safety and/or the city's ability to meet compliance standards in order to protect its financial standing and/or credit rating.

Departments shall submit to the city manager for approval all requests to complete a critical hire for non-elective staff positions that meet the critical hire criteria for approval. Upon approval by the city manager, s/he shall subsequently submit to the city council for city council approval the need for a critical hire.

1-6011.5 Approval of critical hires by City Council

The city council shall review the documentation submitted by the city manager, and upon determination of need, the city council shall by majority vote approve a resolution authorizing the use of a temporary agency and/or contract to fill the critical hire vacancy. In the event that the city council determines that the need for a critical hire does not exist, and that the position can be filled using the regular employee recruitment process, the position shall remain unfilled until such time as a suitable candidate is identified and hired through the regular City employee recruitment process.

1-6011.6 Discipline and Termination of critical hires

Disciplinary actions will be handled by the HR department and the temporary agency representative. The release of all critical hires must be coordinated through the HR department directly with the agency.

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

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

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

Section 4. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 5. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 6. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: August 16, 2022

SUBJECT: Temp Employee Ordinance

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to amend Title 1, Administration Chapter 6, Municipal Employees of the Code of Ordinances, City of South Fulton, GA to add section 1-6011 Temporary Employment Services.

FINANCIAL IMPACT

The ordinance as written would a minimal financial impact on the FY22 budget. However, with the current job market, and the inability to hire for many positions, it would put the City Departments at a disadvantage, and not allow for a healthy workplace if a position is left unfilled.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	8:30 p.m. Request Council Approval of An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date
DATE:	August 23, 2022
SUBJECT:	8:30 p.m. Request Council Approval of An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ord2021_State_of_Emergency_Ordinance__Virtual_Meetings_vdh_edits_051822 (1)	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2022-_____**

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

(Sponsored by Councilmember Catherine Rowell - District 1)

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

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

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

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

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

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

WHEREAS, the global pandemic caused by the spread of COVID-19 persists with the new variants (e.g., Omicron) of the virus currently infecting Georgians; and

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

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

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

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

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

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

WHEREAS, the COVID-19 as a previously recognized pandemic or epidemic still constitutes an emergency within the meaning of the Open Meetings Act; and

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

WHEREAS, the City had previously adopted an emergency ordinance that only remains in effect for only 30 days; and

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

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

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

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

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

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

Section 4. It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences, clauses, and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable, and constitutional.

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

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

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

Section 5. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

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

[signatures and voting tabulations appear on the following page]

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	8:35 p.m. Request Council Approval of A Resolution Adopting A Conflict Of Interest Policy For Elected Officials, Appointed Officials and Employees Of The City
DATE:	August 23, 2022
SUBJECT:	8:35 p.m. Request Council Approval of A Resolution Adopting A Conflict Of Interest Policy For Elected Officials, Appointed Officials and Employees Of The City
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2022 Conflict of interest policy	Cover Memo	8/20/2022
Conflict of Interest Policy final	Cover Memo	8/20/2022
COSF Memorandum FIS Conflict of Interest Resolution	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES2022-_____**

A RESOLUTION ADOPTING A CONFLICT OF INTEREST POLICY FOR ELECTED OFFICIALS, APPOINTED OFFICIAL AND EMPLOYEES OF THE CITY, AND FOR OTHER LAWFUL PURPOSES

(Sponsored by Councilmembers Williams, Willis, Sebastian, Reeves)

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 wishes to adopt a conflict of interest policy that assists its elected and appointed officials and employees in recognizing, disclosing, and avoiding conflicts of interest; and

WHEREAS, adopting a conflict of interest policy will clarify expectations from the public when elected and appointed officials are conducting City business; and

WHEREAS, this Resolution is in the best interests of the City and residents.

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

Section 1. The City of South Fulton, Georgia hereby adopts a conflict of interest policy as set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 2. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 3. All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

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

[**signatures and voting tabulations appear on the following page**]

EXHIBIT A

CONFLICT OF INTEREST POLICY

Conflict of Interest

The City of South Fulton (the "City") prohibits all employees and elected officials from using their position with the City or the City's relationship with its customers, vendors, suppliers or contractors for private gain or to obtain benefits for themselves or members of their family.

For purposes of this policy, a potential conflict of interest occurs when an employee's outside interests (for example, financial or personal interests) interfere with the City's interests or the elected official/employee's work-related duties. For example, a conflict of interest can occur when an elected official/employee is in a position to influence a decision that may result in a personal gain for the elected official/employee or the elected official/employee's family member as a result of the City's business dealings.

If you have a question about whether a situation is a potential conflict of interest, please contact the City Attorney's Office.

Favors and Gifts

Business decisions should be made in the best interests of the City. The City prohibits employees from seeking or accepting any gifts, favors, entertainment, payment, or loans for themselves or their family members from any customer, vendor, supplier, or contractor or other party doing business with the City, except for gifts of less than $75. If an employee violates this policy, the City's Ethics Panel will take prompt corrective disciplinary action for both elected officials and employees, as appropriate.

Disclosure of Conflicts/Abstention

An elected official or employee who has a relationship with a customer, vendor, supplier, or contractor or an interest in a matter which may be affected by such elected official's or employee's official acts or actions, or by the official acts or actions of the City, shall disclose the relationship or interest immediately upon such elected official or employee becoming aware of the relationship or interest and shall refrain from participating in any official acts or actions, including deliberation and voting. An elected official shall abstain from engaging in any discussions or debates regarding any matters that is a conflict of interest and shall abstain from voting.

Any elected official or employee, whether for himself, herself, or on behalf of any business, or any business in which such elected official or employee or any member of his or her family has a substantial interest who transacts business with the City or any of its boards/committees shall disclose such transactions. Such disclosure shall be submitted prior to January 31 each year to the City Attorney's Office on such forms as it shall prescribe and shall include an itemized list of the previous year's transactions with the dollar amount of each transaction reported and totaled. Such disclosure statements shall be public records.

The requirement to disclose certain transactions as provided in this policy shall not apply to any transaction when the amount of a single transaction does not exceed $250.00 and when the aggregate of all transactions does not exceed $9,000.00 per calendar year.

Reporting Procedure

If you become aware of any potential conflict of interest or ethical concern regarding an elected official or another employee at the City, you must promptly speak to, write, or otherwise contact the City Clerk's Office as soon as possible. Your complaint should be as detailed as possible. The Ethics Panel, will directly and thoroughly investigate all concerns regarding conflicts of interest. The Ethics Panel will determine whether a conflict of interest exists and what action should be taken as per the City Charter or Human Resources Policies.

No Retaliation

The City prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting a potential conflict of interest or violation of this policy or cooperating in related investigations.

Administration of This Policy

The City Attorney's Office and the City Clerk's Office are responsible for the administration of this policy, as appropriate. If you have any questions regarding this policy or if you have questions about conflicts of interest that are not addressed in this policy, please contact the City Attorney's Office or the City Clerk's Office.

Conduct Not Prohibited by This Policy

This policy is not intended to restrict communications or actions protected or required by state or federal law.

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: August 16, 2022

SUBJECT: Conflict of Interest Resolution

CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to adopt a conflict-of-interest policy for elected officials, appointed official, and employees of the city.

FINANCIAL IMPACT

The resolution as written would not have a financial impact on the FY22 budget.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO:	8:40 p.m. Second Reading and Request Council Approval of An Ordinance Amending the Selection of Members to the Ethics Panel
DATE:	August 23, 2022
SUBJECT:	8:40 p.m. Second Reading and Request Council Approval of An Ordinance Amending the Selection of Members to the Ethics Panel
REFERENCE:	

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ord2022 Amend Selection Process for Ethics Panel	Cover Memo	8/20/2022
COSF Memorandum FIS Amend Selection Process for Ethics Panel	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **ORD2022- XXX**

AN ORDINANCE AMENDING THE SELECTION OF AN ETHICS PANEL; PROVIDING FOR COMPENSATION OF PANEL MEMBERS; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Natasha Williams, [Note: the following councilmembers were the sponsors of the original ordinance that is now being amended: Councilmembers Catherine Rowell, Carmalitha Gumbs and Mayor Pro Tern Corey Reeves])

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

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

WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government; 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 Council desires to provide for the method of selection of ethic panel members and their compensation; and

WHEREAS, the City Council on December 21, 2021 adopted Ordinance No. 2021-032, which provided for the method of selection of ethic panel members and their compensation; and

WHEREAS, since the adoption of Ordinance No. 2021-032, the City Council has yet to be able to impanel the requisite number of ethic panel members to conduct any necessary ethics hearings; and

WHEREAS, the City Council seeks to amend its previous Ordinance No. 2021-032 as set forth below.

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

Section 1. An Ethics Panel List shall be compiled as a pool of members to hear ethics complaint for the City as follows:

A. The Ethics Panel List shall consist of nine (9) members, with one appointment by the Mayor and one by each member of City Council; and one appointment by the Chief Judge of the City of South Fulton Municipal Court. Each member must be a practicing attorney. Notwithstanding the foregoing, if the mayor or councilmember fails to make their appointment within 3 business days after being notified by City Clerk of the need for such an appoint to compile and complete the Ethics Panel list, then the Chief Judge of the City of South Fulton Municipal Court will be authorized to make additional appointments to fill the remaining vacant ethic panel positions necessary to comply with the Charter. However, in the event that an appointment made by the Chief Judge was due to a councilmember vacating his seat voluntarily or involuntarily, this appointment's term will be until December 31, of the year of such appointment or until such time the newly elected councilmember is sworn in and available to make his/her appointment to the Ethics Panel as required by this ordinance.

B. The Ethics Panel shall consist of three randomly selected members from the Ethics Panel List maintained by the City Clerk.

C. The Ethics Panel shall be constituted for the sole purpose of considering a single ethics complaint and must organize and operate in accordance with the City Charter Section 6- .5.

D. Each Ethics Panel member shall be compensated a per diem of $50.00 for each meeting or hearing attended.

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

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

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

Section 3. All Ordinances and any parts thereof in conflict herewith are hereby expressly repealed.

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

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: August 16, 2022

SUBJECT: Amend Selection Process for Ethics Panel Ordinance

CONCLUSION
No direct funds are being requested.

BACKGROUND

The city desires to amend the selection of an ethics panel; providing for compensation of panel members.

FINANCIAL IMPACT

The proposed resolution as written will have no financial impact on the City's budget.

khalid kamau
MAYOR

TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 8:45 p.m. Request Council Approval Of A Resolution Granting Special Counsel Authority To Enter Into A Joint Defense Agreement With The City Of Atlanta And The City Of Sandy Springs; To File Legal Actions On The City's Behalf As Neccessary To Accomplish The Purpose Of Securing A Distribution Of L.O.S.T.

DATE: August 23, 2022

SUBJECT: 8:45 p.m. Request Council Approval Of A Resolution Granting Special Counsel Authority To Enter Into A Joint Defense Agreement With The City Of Atlanta And The City Of Sandy Springs; To File Legal Actions On The City's Behalf As Neccessary To Accomplish The Purpose Of Securing A Distribution Of L.O.S.T.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res 2022 COSF LOST Litigation and Joint Defense Agreement	Cover Memo	8/20/2022
COSF Memorandum FIS COSF LOST Litigation and Joint Defense Agreement Resolution	Cover Memo	8/20/2022

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON **RES-2022-**

A RESOLUTION GRANTING SPECIAL COUNSEL AUTHORITY TO ENTER INTO A JOINT DEFENSE AGREEMENT WITH THE CITY OF ATLANTA AND THE CITY OF SANDY SPRINGS; TO FILE LEGAL ACTIONS ON THE CITY'S BEHALF AS NECESSARY TO ACCOMPLISH THE PURPOSE OF SECURING A DISTRIBUTION OF L.O.S.T.; AND FOR OTHER PURPOSES.

W I T N E S S E T H:

WHEREAS, the City of South Fulton, Georgia ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia, and is charged with providing public services to its residents; and

WHEREAS, pursuant to § 1.12 (a) of the City Charter, the City is vested with all powers possible for a city to have under the present or future Constitution and laws of this state as fully and completely as though they were specifically enumerated in this Charter; and

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

WHEREAS, pursuant to § 3.10 (A) of the City Charter, the General Assembly through this Charter has established a City Council – City Manager form of government with the full and complete legislative and policy making authority of the City resides in its part-time city council and full-time city manager; and

WHEREAS, pursuant to § 3.10 (b) of the City Charter, the City Council has the authority to adopt and provide for the execution of ordinances, resolutions, rules and/or regulations that are not inconsistent with the Charter and Constitution of the State of Georgia; and

WHEREAS, the City is authorized to enter into contracts and agreements with other governments and entities and with private persons, firms, and corporations (See § 1.12 (b)(7)); and

WHEREAS, the City wishes to cooperate with the City of Atlanta and the City of Sandy Springs through Special Counsel by joining those Cities in a Joint Defense Agreement wherein the Cities agree to share and exchange among themselves joint defense materials that are within the "common interest" and are therefore confidential and protected from disclosure to any third party by the attorney-client privilege, work product doctrine and other applicable privileges protected by law; and

WHEREAS, the City wishes to cooperate with its fellow cities in negotiation, alternative dispute resolution, and possible legal action and work jointly with and through Special Counsel to achieve a fair distribution of L.O.S.T. proceeds in accordance with the L.O.S.T. statute; and

WHEREAS, the Mayor and City Council in the exercise of their sound judgment and discretion, after giving thorough thought to all implications involved, and keeping in mind the public interest and welfare of the citizens of the City, have determined it to be in the best interest of the citizens of the City, that this Resolution be adopted.

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

1. Authorization to Special Counsel. In addition to the authority granted under the Resolution appointing Special Counsel, the City hereby authorizes Special Counsel to enter into a Joint Defense Agreement with the City of Atlanta and the City of Sandy Springs which will allow for the sharing of information without waiving any privilege held by the City except to the extent authorized in said Agreement and file any legal action, including appeal, as necessary to secure a L.O.S.T. distribution certificate consistent with and in accordance the L.O.S.T. statute as well as choosing a qualified mediator and arbitration panelist.

2. Representation of City to Special Counsel. The City represents that it will pay its portion of legal fees, expert witness fees, and all other costs and expenses of such legal action incurred by Special Counsel.

3. Additional Documents. The City Council authorizes the Mayor, City Manager or City Attorney to execute any documents, including those necessary for legal action, which may be necessary to effectuate this Resolution.

4. Attestation. The City Council does hereby authorize the City Clerk to attest the signature of the Mayor appearing on this Resolution and any related documents, to affix the official seal of the City thereto, as necessary, and to place this Resolution and an executed copy of any related documents among the official records of the City for future reference.

5. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

6. Repeal of Conflicting Provisions. All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

7. Effective Date. This Resolution shall take effect immediately.

THIS RESOLUTION adopted this _____ day of _____, 2022.

[Votes Tabulations and Signatures Appear on the Following Page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER

Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: August 17, 2022

SUBJECT: COSF LOST Litigation and Joint Defense Agreement Resolution

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CONCLUSION
No direct funds are being requested nor have any direct funds been allocated in the FY22 budget to cover any known expenses.

BACKGROUND

The city desires to grant special counsel authority to enter into a joint defense agreement with the City of Atlanta and the City of Sandy Springs; to file legal actions on the city's behalf as necessary to accomplish the purpose of securing a distribution of L.O.S.T.

FINANCIAL IMPACT

The resolution as written would not have a financial impact on the FY22 budget.