

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



SOUTH FULTON CITY COUNCIL MISSION STATEMENT:

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

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

REGULAR COUNCIL MEETING AGENDA

- I. 4:00 p.m. Invocation
- II. 4:02 p.m. Pledge of Allegiance
- III. 4:04 p.m. Meeting Called to Order- Mayor khalid (*Times are estimates only)
- IV. 4:03 p.m. Roll Call- Corey Adams, City Clerk
- V. 4:05 p.m. Approval of City Council Meeting Minutes
 - 1. Request Council Approval of City Council Regular Meeting Minutes from July 18, 2023 (City Clerk)
 - 2. Request Council Approval of City Council Work Session Minutes from August 8, 2023 (City Clerk)
 - 3. Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from August 8, 2023 (City Clerk)
 - 4. Request Council Approval of City Council Special Called Meeting Minutes from August 8, 2023 (City Clerk)
 - 5. Request Council Approval of City Council Millage Rate Hearings Minutes from August 9, 2023, August 16, 2023 (Meeting 1) and August 16, 2023 (Meeting 2) (City Clerk)

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

VII. 4:10 p.m. Proclamation Presentations

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

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

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

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

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

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

8. Consent Agenda: PROCLAMATIONS

Mayor/Council Proclamations for Spreading on the Minutes:

Grace Life Conference and Homecoming Day (Councilmember Pritchett)

Verina Hunt Appreciation Day (Councilmember Gumbs)

Reginald Quinton Rowell Appreciation Day (Councilmember Gumbs)

Christopher Eubanks Appreciation Day (Mayor khalid)

Quentavious A. Gooden Memorial Day (Councilmembers Reeves and Pritchett)

Parks and Recreation Month (Mayor and Full Council)

Amerika Sutton, The Love Medicine Tribe Band And Red Pill Day (Mayor and Full Council)

Marvin Arrington, Sr. Appreciation Day (Mayor and Full Council)

Wendell Leon Phillips II Appreciation Day (Mayor khalid)

9. Consent Agenda: SUBDIVISION PLATS

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

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

10. Consent Agenda: CONTRACTS AND AGREEMENTS
Request Approval of IGA with City of Atlanta Watershed Management -
Danforth Road Sidewalk Project. (Public Works)
11. Request Approval of IGA with City of Atlanta Watershed Management –
Fairburn Road Improvements Phase II. (Public Works)
12. Request Approval of IGA with City of Atlanta Watershed Management –
Campbellton Road at Stonewall Tell Road Intersection Improvements. (Public
Works)
13. Request Approval of IGA with City of Atlanta Watershed Management – Old
National Highway Sidewalk Phase II. (Public Works)
14. A Resolution Authorizing The City Manager To Accept The Award To The
City Of The Assistance Firefighter Grant In An Amount Not To Exceed One
Hundred And Thirty-Four Thousand Seven Hundred And Eighteen Cents
(\$134,700.18) With A Required Ten Percent (10%) Match, And For Other
Lawful Purposes
15. Request Approval to enter into an Affiliation Agreement between the City of
South Fulton (Fire Rescue Department) and Prime Healthcare Foundation -
Southern Regional, LLC, dba Southern Regional Medical Center. The
purpose of this agreement is for EMT students to do their state-required
clinicals. There is no cost to the City of South Fulton. (Fire)
16. Request Approval to enter into a Memorandum of Agreement with Clayton
County Fire and Emergency Services. The purpose of this Memorandum of
Agreement is to provide instruction and practice for City of South Fulton
Training Academy Students at Clayton County Fire and Emergency Services.
This agreement will remain in effect from July 1, 2023, until July 1, 2025.
There is no cost to the City of South Fulton. (Fire)
17. Request Approval to accept the Georgia EMS Association (GEMSA) NAEMT
Grant in the amount of \$5,850. (Fire)
18. Request approval to purchase forty-five (45) radios from Motorola Solutions
in the amount of \$301,646.16. (Fire)
19. Request approval to purchase Fire Nozzles and Accessories from Ten-8 Fire
and Safety, LLC in the amount of \$114,066.43. (Fire)
20. Request Approval to enter into a contract with Emergency Services Consulting
International (ESCI) for a three (3) year contract in the amount of \$307,683.
Payment is contingent on services rendered by ESCI. Services contracted are
2-promotional testing at all levels in years 1 and 3 and deliverables are a 5-
year strategic plan, standard of coverage, community risk assessment, and
station location project due in year two (2). (Fire)
21. Request approval to purchase Self-Contained Breathing Apparatus (SCBA)
from Ten-8 Fire Safety, LLC in the amount of \$188,968.33. (Fire)
22. Request approval to purchase three (3) sets of Fire Extrication Tools from
Georgia Fire and Rescue Supply in the amount of \$123,789.00. (Fire)

23. Request approval to purchase new fire hoses consisting of various sizes from NAFECO in the amount of \$111,940.00. (Fire)
24. Request approval to purchase Personal Protective Equipment (PPE) from NAFECO, in the amount of \$229,625.00. (Fire)

XI. 5:25 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.

XII. 5:55 p.m. Council Comments

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

25. PLANNING

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

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

27. PUBLIC WORKS

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

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

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

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

31. CITY EVENTS

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

32. 7:25 p.m. Discussion of Alcohol Permits for SWAC and Outdoor Events (Mayor khalid)
33. 7:45 p.m. Request Approval of Park and Paws Alcohol Permit (if necessary) Mayor khalid
34. 7:48 p.m. Request Approval to procure a contract with up to three (3) event planning firm(s) to provide community events (Friday Night Live Series) for the Old National Corridor of Districts 5, 6, and 7. (Councilmember Reeves)
35. 7:51 p.m. Request Approval of a special event permit for “The Annual Old National Merchants Association (ONMA) 5K WALK RUN”, 5495 Old National Hwy, 30349 – Saturday, September 16, 2023 (7 a.m. – 12 p.m.) (CDRA)
36. 7:54 p.m. Request Approval of a special event permit for “The 8th Annual DIVINE NINE National Panhellenic Council (NPHC) 5K”, Wolf Creek Amphitheater – Saturday, September 2, 2023 (5 a.m. – 12 p.m.) (CDRA)
37. 7:57 p.m. Request Approval of a special event permit for “ONE LOVE CENTURY, INC. Cycling through the City of South Fulton - Friday September 1, 2023 - Saturday, September 2, 2023 (6 a.m. – 5 p.m.) (CDRA)

XIV. 8:00 p.m. Intermission

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

38. PUBLIC SAFETY

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

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

40. CITY ADMINISTRATION

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

41. 8:35 p.m. Second Read And Request Approval Of An Ordinance To Amend Section 4.11, Boards, Of The City Of South Fulton Charter; And For Other Lawful Purposes. (Sponsored by Councilmember Pritchett)
42. 8:40 p.m. First Read Of An Ordinance To Amend Title 11, Parks And Recreation, Chapter 8, Arts And Entertainment, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending South Fulton Public Arts Ordinance (Cultural Affairs Department)

43. 8:45 p.m. Request Approval Of A Resolution To Adopt And Approve The City Tree And Flower; And For Other Lawful Purposes (Sponsored by Councilmembers Catherine Rowell, Carmalitha Gumbs and Natasha Williams)
44. 8:50 p.m. First Read Of An Ordinance To Amend Title 1, Administration, Chapter 3 - Mayor And Council, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending Section 1-3001 - Time, Place For Meetings; Open Meetings (City Manager)
45. 8:55 p.m. Request Approval of Revised Purchasing Card Policy and Travel Policy (City Manager)

XVI. 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

XVII Adjournment of Meeting

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Regular Meeting Minutes from July 18, 2023

DATE: August 22, 2023

SUBJECT: Request Council Approval of City Council Regular Meeting Minutes from July 18, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_RM_2023_7_18_MeetingDRAFT	Cover Memo	8/22/2023

CITY OF SOUTH FULTON, GEORGIA
REGULAR MEETING - Southwest Arts Center 915 New Hope Road, Atlanta, GA 30331
Tuesday, July 18, 2023, 4:00 PM



REGULAR MEETING MINUTES

I. 4:00 p.m. Invocation

Minutes:

The invocation was rendered by Rev. Tonjie Clark, Restorative Christian Ministries.

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

Minutes:

The pledge of allegiance was recited in unison.

Attendee Name	Title	Status	Arrived
khalid kamau	Mayor	ABSENT	
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	4:13 PM
Natasha Williams	District 6 Councilmember	Present	
Linda Pritchett	District 7 Councilmember	Present	

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

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

Minutes:

The meeting was called to order by Mayor Pro Tem Natasha Williams-Brown at 4:00 PM.

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

Motion (Approve): Councilmember Rowell

Second: Councilmember Sebastian
[Motion Approved]

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

Minutes:

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

Regular Meeting from May 23, 2023

Zoning Public Hearing from July 11, 2023

Work Session Meeting from July 11, 2023

Special Called Meeting from June 9, 2023

Special Called Meeting from July 7, 2023

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

1. Request Council Approval of City Council Regular Meeting Minutes from May 23, 2023 (City Clerk)
2. Request Council Approval of City Council Work Session Minutes from July 11, 2023 (City Clerk)
3. Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from July 11, 2023 (City Clerk)
4. Request Council Approval of City Council Special Called Meeting Minutes from June 9, 2023 and July 7, 2023 (City Clerk)

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

Motion (Approve as Amended): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

Yea: 4 Gumbs, Pritchett, Rowell, Willis
Nay: 3 Reeves, Sebastian, Williams
Abstain: 0
Not Voting: 0

Minutes:

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

- 1) Remove proclamation recognizing Christopher Eubanks from the agenda**
- 2) Exchange the word donation for grant in item 16.**
- 3) ADD appointment of DeAndre Pickett to the Code Enforcement Board by Councilmember Pritchett**
- 4) Remove item 17 from the from the agenda**
- 5) Move Executive Session prior to Item 26**

The motion was approved as amended 4-3. Councilmembers Sebastian, Reeves and Williams-Brown voted in opposition.

VI. 4:15 p.m. Proclamation Presentations

5. Proclamation Presentation recognizing Verina Hunt for Community Clean Up Efforts in the Wolf Creek Corridor (Councilmember Gumbs)

Proclamation Presentation recognizing Reginald Rowell for Community Clean Up Efforts in the Stonewall Tell Corridor (Councilmember Gumbs)

Proclamation Proclamation recognizing South Fulton's Christopher Eubanks for Outstanding Achievement in Tennis at Wimbledon (Mayor khalid)

Minutes:

Proclamation Presented

VII. 4:45 p.m. Planning, Zoning and Permits (Alcohol Licenses, Rezoning, Variance and Special Use Permit Cases For Vote)

6. ALCOHOL LICENSES (CHANGE of OWNERSHIP)

Grown and Sexy Tavern for an alcohol license for the consumption of wine, beer and distilled beverages at 3461 Roosevelt Highway, South Fulton, GA (District 3)

Motion (Approve): Councilmember Willis

Second: Councilmember Sebastian

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve Grown and Sexy Tavern for an alcohol license for the consumption of wine, beer and distilled beverages at 3461 Roosevelt Highway, South Fulton, GA

The motion was approved unanimously.

7. Exxon Food Mart for an alcohol license for the retail sale of wine and beer beverages at 5955 Fulton Industrial Blvd., South Fulton, GA (District 1)

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve Exxon Food Mart for an alcohol license for the retail sale of wine and beer beverages at 5955 Fulton Industrial Blvd., South Fulton, GA.

The motion was approved unanimously.

8. COMMERCIAL AND COMMUNITY DEVELOPMENT

Z23-006 - Second Read of An Ordinance to rezone from SUB- A (Suburban A Single-Family Dwelling District) and AG-1 (Agricultural District) to R-4 (Single-Family Dwelling District) for property located at 2601 Flat Shoals Road (Parcel number: 09F420001691059); (District 6)

Motion (Approve w/ Conditions): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve Z23-006: An Ordinance to rezone from SUB- A (Suburban A Single-Family Dwelling District) and AG-1 (Agricultural District) to R-4 (Single-Family Dwelling District) for property located at 2601 Flat Shoals Road (Parcel number: 09F420001691059).

The motion was approved unanimously.

9. U23-005: Second Read of An Ordinance for A Special Use Permit for Churches and Other Facilities for Religious Organizations Worship Pursuant to Code Sec. 207.06 For Property Located at 2601 Flat Shoals Road (Parcel Number: 09F420001691059) (District 6)

Motion (Approve w/ Conditions): Linda Pritchett

Second: Councilmember Sebastian

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve U23-005: An Ordinance for A Special Use Permit for Churches and Other Facilities for Religious Organizations Worship Pursuant to Code Sec. 207.06 For Property Located at 2601 Flat Shoals Road (Parcel Number: 09F420001691059) and

U23-003: An Ordinance To Approve A Special Use Permit For Churches And For Other Facilities For Religious Organizations Worship Pursuant To Code Sec. 207.06 For Property Located At 2300 Sheriff Road (Parcel number: 13 0101 LL0820) In The AG-1 (Agricultural District/Old National Highway Overlay District).

The motion was approved unanimously to approve both cases.

10. U23-003: Second Read of An Ordinance To Approve A Special Use Permit For Churches And For Other Facilities For Religious Organizations Worship Pursuant To Code Sec. 207.06 For Property Located At 2300 Sheriff Road (Parcel number: 13 0101 LL0820) In The AG-1 (Agricultural District/Old National Highway Overlay District) (District 6)

Motion (Approve w/ Conditions): Linda Pritchett

Second: Councilmember Sebastian

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve U23-005: An Ordinance for A Special Use Permit for Churches and Other Facilities for Religious Organizations Worship Pursuant to Code Sec. 207.06 For Property Located at 2601 Flat Shoals Road (Parcel Number: 09F420001691059) and

U23-003: An Ordinance To Approve A Special Use Permit For Churches And For Other Facilities For Religious Organizations Worship Pursuant To Code Sec. 207.06 For Property Located At 2300 Sheriff Road (Parcel number: 13 0101 LL0820) In The AG-1 (Agricultural

The motion was approved unanimously to approve both cases.

11. U23-006: Application by Nevel Homes LLC requesting a Special Use Permit to operate a Short-Term Rental at 2460 Nevels Road South Fulton, GA 30349 (Parcel ID: 13 0132LL0401). District 6

Motion (Approve): Councilmember Gumbs

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was approved U23-006: An Application by Nevel Homes LLC requesting a Special Use Permit to operate a Short-Term Rental at 2460 Nevels Road South Fulton, GA 30349 (Parcel ID: 13 0132LL0401).

The motion was approved unanimously.

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

Motion (Approve as Amended): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

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

Nay: 1 Reeves

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Consent Agenda as amended.

- **Add: Councilmember Pritchett nominates DeAndre Pickett to the Code Enforcement Board.**
- **Amend: item #16 to read "donation" as opposed to "grant".**
- **Remove: item #17 from the agenda**

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

12. Consent Agenda: PROCLAMATIONS

Mayor/Council Proclamations for Spreading on the Minutes:

Alpha Kappa Alpha Sorority Charter Appreciation Day (Mayor and Full Council)

Cathelene “Tina” Robinson Appreciation Day (Mayor and Full Council)

Diamond Hall Day (Councilmember Reeves)

Bennie James Anderson Day (Councilmember Willis)

Pastor Earl L. Calloway, Sr. (Councilmember Willis)

Dr. Debra Clark Appreciation Day (Councilmember Pritchett)

Turbo Day (Councilmember Willis)

Grace Life Conference and Homecoming Day (Councilmember Pritchett)

Mary Louise Bishop Brown Appreciation Day (Councilmember Sebastian)

Minutes:

Item approved as a part of the Consent Agenda.

13. Consent Agenda: BOARD AND COMMISSSION APPOINTMENTS

Request Council Approval of Board/Committee Appointments:

Councilmember Gumbs appoints Nia McKenzie to the City of South Fulton Environmental Committee.

Minutes:

Item approved as a part of the Consent Agenda.

- **Add: Councilmember Pritchett nominates DeAndre Pickett to the Code Enforcement Board.**
-

14. Consent Agenda: SUBDIVISION PLATS

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

Datona Estates (District 1)

Hawkins Crossing (District 3)

Minutes:

Item approved as a part of the Consent Agenda.

15. Request Approval to accept the Bulletproof Vest Partnership Grant Award in the amount of \$5,833.09. (Police)

Minutes:

Item approved as a part of the Consent Agenda.

16. Request Approval to accept a grant from Under Armour for the refurbishing of the Red Oak Delano Park basketball courts. (Parks and Recreation)

Minutes:

Item approved as a part of the Consent Agenda.

- **Amend: item #16 to read "donation" as opposed to "grant".**
-

17. Request approval to accept the 2020 Homeland Security Grant in the amount of \$10,000 to purchase and replace the Drager Chemical Detection Equipment that has reached its shelf life. (Fire)

Minutes:

Item removed from agenda.

18. Request Approval of a Resolution to authorize Investment and Designate Representatives for Georgia Fund 1 (Local Government Investment Pool) (Finance)

Minutes:

Item approved as a part of the Consent Agenda.

19. Request Council Approval of A Resolution to Authorize the Use of Eminent Domain to Acquire Real Property Interests Necessary to Complete the Intersection Improvement Project At Butner Road and Union Road, Project OSI602, Parcel 11; To Authorize the City of South Fulton, Georgia To Condemn Said Property Interests, Where Necessary (ACQUISITION COST: \$12,900.00) (District 2)

Minutes:

Item approved as a part of the Consent Agenda.

20. A Resolution Authorizing The City Of South Fulton, Georgia To Enter Into The First Amended Memorandum Of Understanding Between The City And The Fulton County School District For Building Plan Review And Inspections, And For Other Lawful Purposes

Minutes:

Item approved as a part of the Consent Agenda.

IX. 6:00 p.m. Public Comments

X. 6:30 p.m. Council Comments

XI. 7:00 p.m. Agenda Items- Part I

21. OVERRIDE OF MAYOR VETOES

Consideration of City Council Override of Mayor's Veto of A Request For Approval Of A Resolution To Update And/Or Amend The City Of South Fulton Police Department's Policies, Procedures And/Or General Orders Related To The Seizure, Forfeiture And Disposal Of Assets And/Or Property; And For Other Lawful Purposes. (Sponsored by Councilwoman Helen Z. Willis)

Motion (Approve): Councilmember Gumbs

Second: Councilmember Willis

[Motion Approved]

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

Nay: 1 Reeves

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the override of the mayor's vetoes of items 21-25.

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

22. Consideration of City Council Override of Mayor's Veto of A Request For Approval to Amend the FY2023 Budget to Drawdown from the Confiscated Asset Fund #210 to procure the services of a company to discard items no longer needed from a dissolved investigation. \$42,000 (Police)

Minutes:

Item approved as a part of group block vote for items 21-25.

23. Consideration of City Council Override of Mayor's Veto of Request For Approval to Procure the Services of A1 Shredding and Recycling for \$41,350.00 to dispose of items in accordance with a Fulton County Order for Disposal of Evidence utilizing Confiscated Asset Fund #210. (Police)

Minutes:

Item approved as a part of group block vote for items 21-25.

24. Consideration of City Council Override of Mayor's Veto of A Request For Approval to purchase and provide 50% Down payment to LDV Custom Specialty Vehicles to procure a SFPD Mobile Command Vehicle in the amount of \$778,698.00 utilizing the SFPD Capital account. (Police)

Minutes:

Item approved as a part of group block vote for items 21-25.

25. Consideration of City Council Override of Mayor's Veto of Request For Approval to purchase a Mini Robot for the SWAT Team from ICOR Technology for a total price not to exceed \$75,369.23 utilizing the Police Capital account. (Police)

Minutes:

Item approved as a part of group block vote for items 21-25.

26. PERSONNEL

Request Council Approval of Amendment #1 to A Contract for Interim City Manager Services

Motion (Approve as Amended): Councilmember Sebastian

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve An Amendment #1 to A Contract for Interim City Manager Services and authorize the City Attorney finalize the amended contract with the following amendments:

- **extend contract up to 24 months**
- **no increase in pay at this time**
- **develop performance measurement indicators every 3 months**

The motion as amended was approved unanimously.

27. Request Council Approval of Amendment #1 to A Professional Services Agreement with Carron Solutions, LLC.

Motion (Approve): Councilmember Gumbs

Second: Councilmember Sebastian

[Motion Approved]

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

Minutes:

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

The motion was approved unanimously.

28. Request for approval to enter into a Professional Services Agreement with NFBPA/i4x to provide Interim Management (Chief Financial Officer) and Management Consulting (Senior Policy Advisor) Services for the Finance Department in the amount of \$221,313.00. Funds are available in FY23 Professional Services Budget (Finance)

Minutes:

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

29. Request for approval to enter into Amendment #1 to a Professional Services Agreement with NFBPA/i4x to provide Interim Management (Chief Financial Officer) and Management Consulting (Senior Policy Advisor) Services for the Finance Department. Funds are available in FY23 Professional Services Budget (Finance)

Minutes:

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

30. First Read Of An Ordinance To Amend Section 1-3010, Chapter 3 - Mayor And Council Of Title 1 – Administration, Regarding The Compensation And Expenses For The Mayor And Councilmembers; And For Other Lawful Purposes.

Minutes:

First Read

31. First Read Of An Ordinance To Amend Section 4.16, Internal Auditor Of The City Of South Fulton Charter; And For Other Lawful Purposes.

Minutes:

First Read

32. First Read Of An Ordinance To Amend The City Of South Fulton Code Of Ordinances And The City Of South Fulton Zoning Ordinance By Amending Various Sections Of Title 5 – Zoning And Planning, For The Purpose Of Updating City Procedures; To Rescind Section 3 And Section 5 Of ORD2023-013, Adopted MAY 23, 2023; And For Other Lawful Purposes. (Sponsored by Councilmember Becquer-Pritchett)

Minutes:

First Read

33. First Read Of An Ordinance To Amend Section 4.11, Boards, Of The City Of South Fulton Charter; And For Other Lawful Purposes. (Sponsored by Councilmember Pritchett)

Minutes:

First Read

Mayor Pro Tem Williams-Brown requested to be added as a co-sponsor.

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

Minutes:

First Read

XII. 8:00 p.m. INTERMISSION

XIII. 8:30 p.m. Agenda Items - Part II

35. PUBLIC WORKS AND CODE ENFORCEMENT

Request for approval to enter into an agreement with Paryani Real Estate, LLC to provide services for the Upper and Lower Restrooms Renovations (Tile and VCT) at Sandtown Recreation Center in the amount of \$180,897.40. This agreement is a change order for the contract which is a "piggyback" of Cooperative Agreement GA issued by Sourcewell, a statewide cooperative organization. Funds are available in the FY23 Capital Improvement Budget (Public Works)

Motion (Approve): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve items 35-36 as a group vote.

The motion was approved unanimously.

36. Request for approval of the award of the Contract for ITB 23-27 Welcome All Pool Equipment Replacement Project to United Pool: \$121,595.25. The funds are available in the Facilities Capital Improvements Budget. (Public Works)

Minutes:

Item approved as a part of group block vote for items 35-36.

37. Request for approval of the award of the Contract for ITB 23-19 Rivertown Road at Cedar Grove Road Improvement Project to CMC, Inc. The cost is \$2,340,710.00 plus a ten (10) percent contingency fee. The funds are available in the TSPLOST I fund. (Public Works)

Motion (Approve): Councilmember Sebastian

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the award of the Contract for ITB 23-19 Rivertown Road at Cedar Grove Road Improvement Project to CMC, Inc. The cost is \$2,340,710.00 plus a ten (10) percent contingency fee. The funds are available in the TSPLOST I fund.

The motion was approved unanimously.

38. Request Approval of Ratification of Payment to Eagle Demolition for \$534,874.75 in payments made from October 27, 2022 - April 7, 2023. An additional approval of payment in the amount of \$12,500.00 is requested. (Code Enforcement)

Motion (Approve): Councilmember Gumbs

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 1 Reeves

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve items 38-41 as a group vote.

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

39. Request Approval to purchase two (2) Fire Engine Pumpers and two (2) Fire Aerials (Trucks) from Fearless Flames via financing. The cost for the pumpers is \$898,150.00 each for a total of \$1,796,300.00. The cost for the aerials is \$1,915,401.00 each for a total of \$3,830,802.00. The total cost \$5,627,102.00 pre-financing cost. There will be an additional financing charge. There was a price increase of \$298,724.00 from May's request of \$5,328,378.00. The funds are available in our Fire Capital Improvements Budget (fund line 350-3520-54-2200).

Minutes:

Item approved as a part of group block vote for items 38-41.

40. Request Council Approval to approve acceptance of the Governor's Public Safety and Community Violence Reduction Grant in the amount of \$1,548,305.00. There is no local match necessary for the grant however, the funding will be given on a reimbursement basis, meaning that COSF will have to front the monies first. (Police)

Minutes:

Item approved as a part of group block vote for items 38-41.

41. A Resolution Specifying The Permissible Uses For The Official Use Of The Seal And Other Official Insignia Of The City Of South Fulton; And For Other Lawful Purposes. (Sponsored by Councilmember Pritchett)

Minutes:

Item approved as a part of group block vote for items 38-41.

XIV. 10:10 p.m. Executive Session (if needed)

Motion (Reconvene): Councilmember Gumbs

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to reconvene from Executive Session at 6:26 PM.

The motion was approved unanimously.

The City Clerk reported that action discussed in executive session will be voted upon with item 26.

Motion (Recess): Councilmember Sebastian

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to recess for Executive Session for Personnel, Real Estate and Litigation at 5:08 PM.

The motion was approved unanimously.

XV. Adjournment of Meeting

Motion (Adjourn): Councilmember Williams

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the meeting at 6:51 PM.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Work Session Minutes from August 8, 2023

DATE: August 22, 2023

SUBJECT: Request Council Approval of City Council Work Session Minutes from August 8, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from August 8, 2023

DATE: August 22, 2023

SUBJECT: Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from August 8, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_ZPH_2023_8_8_Meeting DRAFT	Cover Memo	8/22/2023

CITY OF SOUTH FULTON, GEORGIA
ALCOHOL/ZONING PUBLIC HEARINGS - Welcome All Park Multipurpose Facility,
4255 Will Lee Rd, South Fulton, GA 30349
Tuesday, August 8, 2023, 6:00 PM



SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order – Mayor khalid

Minutes:

The meeting was called to order by Mayor Pro Tem Natasha Williams-Brown at 7:56 PM.

2. Roll Call - Corey Adams, City Clerk

Minutes:

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

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

3. Alcohol Licenses, Rezoning, Variance and Special Use Permit Cases
(Public Hearing Only)

Motion (Defer): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Minutes:

A motion was made to hold Z23-007, U23-007, U23-008 and U23-009 until the next month.

The motion was approved unanimously.

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

Minutes:

Item Deferred.

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

Minutes:

Item Deferred.

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

Minutes:

Item Deferred.

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

Minutes:

Item Deferred.

4. Executive Session, if necessary

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

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

Minutes:

No Executive Session was held.

5. Adjournment

Motion (Adjourn): Councilmember Gumbs

Second: Councilmember Sebastian

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 khalid

Minutes:

A motion was made to adjourn the meeting at 7:58 pm.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Special Called Meeting Minutes from August 8, 2023

DATE: August 22, 2023

SUBJECT: Request Council Approval of City Council Special Called Meeting Minutes from August 8, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_SCM_2023_8_8_MeetingDRAFT	Cover Memo	8/22/2023

CITY OF SOUTH FULTON, GEORGIA
SPECIAL CALLED MEETING - Welcome All Park Multipurpose Facility, 4255 Will Lee
Rd, South Fulton, GA 30349
Tuesday, August 8, 2023, 2:00 PM



SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order – Mayor khalid

Minutes:

The meeting was called to order by Mayor khalid kamau at 2:02 PM.

2. 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	2:37 PM
Natasha Williams	District 6 Councilmember	Present	
Linda Pritchett	District 7 Councilmember	Present	2:04 PM

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

3. Agenda Items

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

Minutes:

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

2. Questions and Answers

3. Request Approval To Implement Minimum Wage Resolution for FY2024

Motion (Approve): Councilmember Willis

Second: Councilmember Sebastian

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve A Resolution Requesting The Interim City Manager Take The Necessary Action To Increase The Minimum Wage For Eligible City Employees To Twenty Dollars Per Hour, Address Any Associated And/Or Reasonable Compression Impacts For The 2024 Fiscal Year.

The motion was approved unanimously.

4. Request Approval of An Ordinance Regarding The Compensation and Expenses of the Mayor and Council

Minutes:

A motion was made to Approve An Ordinance Regarding The Compensation and Expenses of the Mayor and Council.

The motion was approved 4-2. Councilmembers Reeves and Sebastian voted in opposition. Mayor Pro Tem Williams-Brown was not present.

4. Adjournment

Motion (Adjourn): Councilmember Gumbs

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the special called meeting at 4:07 PM.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Millage Rate Hearings Minutes from August 9, 2023, August 16, 2023 (Meeting 1) and August 16, 2023 (Meeting 2)

DATE: August 22, 2023

SUBJECT: Request Council Approval of City Council Millage Rate Hearings Minutes from August 9, 2023, August 16, 2023 (Meeting 1) and August 16, 2023 (Meeting 2)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_MRPB_2023_8_9_MeetingDRAFT	Cover Memo	8/22/2023
Minutes_MRPB_22023_8_16_Meeting_DRAFT	Cover Memo	8/22/2023
Minutes_MRPB_2023_8_16_Meeting2_DRAFT	Cover Memo	8/22/2023

CITY OF SOUTH FULTON, GEORGIA
MILLAGE RATE PUBLIC HEARING - Southwest Arts Center, 915 New Hope Road,
South Fulton, GA 30331
Wednesday, August 9, 2023, 6:00 PM



SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order – Mayor khalid

Minutes:

The public hearing was called to order by Mayor Pro Tem Natasha Williams-Brown at 6:00 PM.

2. Roll Call - Corey Adams, City Clerk

Minutes:

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

Following the roll call by the City Clerk, a quorum was established. Mayor khalid and Councilmember Reeves were absent.

3. Agenda Items

1. Millage Rate Presentation - Sharon D. Subadan, Interim City Manager

Minutes:

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

2. Millage Rate Public Hearing

Minutes:

Public Hearing held.

2 speakers provided comment.

Pamela Harris, District 1: Request millage roll back.

Joyce Jones, District 1: Request millage roll back.

4. Adjournment of Meeting

Motion (Adjourn): Councilmember Sebastian

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 2 khalid, Reeves

Minutes:

A motion was made to adjourn the public hearing at 6:34 PM.

The motion was approved unanimously.

CITY OF SOUTH FULTON, GEORGIA
MILLAGE RATE PUBLIC HEARING - Southwest Arts Center, 915 New Hope Road,
South Fulton, GA 30331
Wednesday, August 16, 2023, 10:00 AM



SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order – Mayor khalid

Minutes:

The public hearing was called to order by Councilmember Helen Willis at 10:00 AM.

2. 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	Absent	
Natasha Williams	District 6 Councilmember	Absent	
Linda Pritchett	District 7 Councilmember	Present	

Following the roll call by the City Clerk, a quorum was established. Councilmembers Reeves and Williams-Brown were absent.

3. Agenda Items

1. Millage Rate Presentation - Sharon D. Subadan, Interim City Manager

Minutes:

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

2. Millage Rate Public Hearing

Minutes:

Public Hearing held.

There were 3 speakers.

Connie Robinson, District 2: Concerned about millage rate public hearing timeline. Support millage rate decrease

Marie Page-Hargrave, District 7: How does millage rate increase effect senior exemptions

Pamela Harris, District 1: Support millage rate decrease

1. Executive Session

Motion (Recess): Councilmember Willis

Second: Linda Pritchett

[Motion Approved]

Yea: 4 Gumbs, Pritchett, Rowell, Willis

Nay: 1 Sebastian

Abstain: 0

Not Voting: 2 Reeves, Williams

Minutes:

A motion was made to recess for Executive Session for Personnel, Real Estate and Litigation at 11:04 AM.

The motion was approved 4-1. Councilmember Sebastian voted in opposition.

Motion (Reconvene): Councilmember Rowell

Second: Linda Pritchett

[Motion Approved]

Yea: 4 Gumbs, Pritchett, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 3 Reeves, Sebastian, Williams

Minutes:

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

The motion was approved 4-0.

4. Adjournment of Meeting

Motion (Adjourn): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

Yea: 4 Gumbs, Pritchett, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 3 Reeves, Sebastian, Williams

Minutes:

A motion was made to adjourn the public hearing at 12:04 PM.

The motion was approved 4-0.

CITY OF SOUTH FULTON, GEORGIA
MILLAGE RATE PUBLIC HEARING - Southwest Arts Center, 915 New Hope Road,
South Fulton, GA 30331
Wednesday, August 16, 2023, 6:00 PM



SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order – Mayor khalid

Minutes:

The public hearing was called to order by Mayor khalid kamau at 6:00 PM.

2. 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	Absent	
Linda Pritchett	District 7 Councilmember	Present	

Following the roll call by the City Clerk, a quorum was established. Councilmember Williams-Brown was absent.

3. Agenda Items

1. Millage Rate Presentation - Sharon D. Subadan, Interim City Manager

Minutes:

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

2. Millage Rate Public Hearing

Minutes:

Public Hearing held.

4 speakers provided comments.

Pamela Harris, District 1: Support millage rate roll back.

Jewel Johnson, District 1: Support millage rate roll back.

James Reese, District 4: Support millage rate roll back.

Connie Robinson, District 2: Support millage rate roll back.

3. First Read of An Ordinance Adopting the Recommended Millage Rate of 12.899

Minutes:

First Read.

4. 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:

A motion was made to recess for an Executive Session for personnel, real estate and litigation.

The motion failed to receive 4 affirmative votes.

5. Adjournment of Meeting

Minutes:

A motion was made to adjourn the public hearing at 7:09 PM.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Proclamation Presentations

DATE: August 22, 2023

SUBJECT: Proclamation Presentations

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: PUBLIC HEARING #1: FY2024 BUDGET

DATE: August 22, 2023

SUBJECT: PUBLIC HEARING #1: FY2024 BUDGET

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Budget Presentation FY2024	Cover Memo	8/19/2023

FY24 BUDGET PRESENTATION

Sharon D. Subadan
Interim City Manager





VISION STATEMENT

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

MISSION STATEMENT

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

CITY OF SOUTH FULTON FY24 CITY MANAGER'S PROPOSED BUDGET



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



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



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



FY24 BUDGET THEME: FUTURE FOCUSED



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



MANY CHALLENGES HAVE BEEN
OVERCOME (the past)



MANY CHALLENGES LAY
AHEAD (the future)



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



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



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

ROAD TO THE CM'S PROPOSED BUDGET

Budget Kickoff – departments were instructed to request what they need versus want in their base budget request

Additional new initiatives – captured separately and weighed against priorities totaling - \$63M

Budget mini-retreat with Council with priorities captured - \$58M

Anything but Not Everything Principle

New Initiatives in the proposed budget incorporated as much as possible with overlap between staff and Council

FY24 BUDGET PLAN

THE BASE BUDGET INCLUDES:

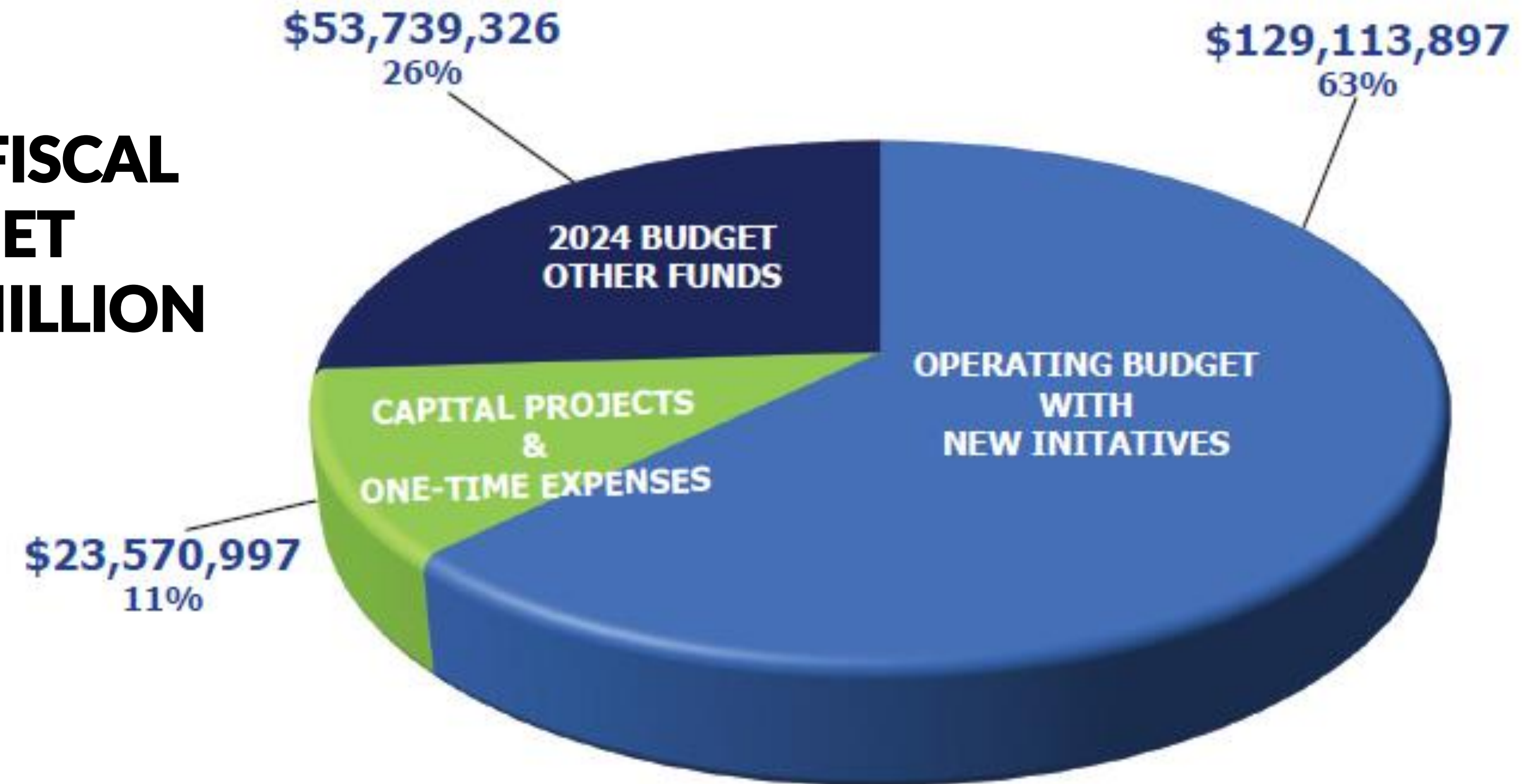
- NO INCREASE IN MILLAGE RATE
- Expenditures for continuing operation
- Annualization of expenses with cpi (leases)
- Increased cost of services (Animal Services – increased from \$890k to \$2.3M)
- 3% Cost of Living Adjustment for all City Employees effective 10/1/23 (COLA)

NEW KEY INITIATIVES OF THE FUTURE FOCUSED BUDGET:

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

CITYWIDE BUDGET

**THE PROPOSED FISCAL
YEAR 2024 BUDGET
TOTALS \$206.4 MILLION**



THE HIGHLIGHTS:

\$206,424,220

FY24 PROPOSED
OPERATING BUDGET

General Fund Operating Budget with New Initiatives	129,113,897
General Fund Capital and One Time Expenses	23,570,997
Grand Total General Fund Operating and Capital Projects	152,684,894
 Total 2024 Budget Other Funds	 53,739,326
COSF Total 2024 Proposed Operating and Capital All Funds Budgets	206,424,220

BUDGET COMPARISON

FY 23/FY24

		2023	2024	Variance Amount
	General Fund Proposed Operating Budget			
	General Fund Operating Budget with New Initiatives	103,142,360	129,113,897	25,971,537
	General Fund Capital and One Time Expenses	27,877,310	23,570,997	(4,306,313)
	Total General Fund Operating and Capital Projects	131,019,670	152,684,894	21,665,224
	Total Budget Other Funds	47,380,376	53,739,326	6,358,950
	COSF Total Proposed Operating and Capital All Funds Budgets	178,400,046	206,424,220	28,024,174

HISTORICAL COMPARATIVE REVENUE ANALYSIS

Revenue Account Description	2023 Revenue Budget	2024 Proposed Revenue Budget	Variance	% Variance
Property Taxes	53,018,000	61,907,149	8,889,149	16.77%
Motor Vehicle	1,700,000	1,700,000	-	0.00%
Franchise	7,100,000	7,100,000	-	0.00%
Local Option Sales Tax	21,500,000	33,700,000	12,200,000	56.74%
Business and Occupation	2,400,000	5,500,000	3,100,000	129.17%
Insurance Premium Taxes	7,127,000	11,500,000	4,373,000	61.36%
Other Taxes	725,000	1,250,000	525,000	72.41%
Permits	2,608,000	4,000,000	1,392,000	53.37%
IGA FID and City of Atl	896,664	900,000	3,336	0.37%
Charges for Services	1,617,865	1,600,000	(17,865)	-1.10%
General Fund Total Revenue	98,692,529	129,157,149	30,464,620	30.87%
Other Funding Sources				
Special Revenue Funds				
TSPLOST1 & II Sales and Use Tax	17,500,000	21,400,000	3,900,000	22.29%
Pedestrian Safety Funds (Traffic Cameras)	4,700,000	4,700,000	-	0.00%
Hotel Motel Tax (for promotion of Tourism)	545,600	545,600	-	0.00%
Eastside TAD Real Property Current Year	0	350,000	350,000	0.00%
Westside TAD Real Property Current Year	0	380,000	380,000	0.00%
Fine and Forfeitures Confiscated Assets	100,000	100,000	-	0.00%
Total Special Revenue Funds	22,845,600	27,475,600	4,630,000	20.27%
Enterprise Fund Sanitation Solid Waste	0	8,900,000	8,900,000	0.00%
Trust Funds for Tree Conservation (2023 In General Fund)	0	6,530,726	6,530,726	0.00%
Grants	1,000,000	2,833,000	1,833,000	183.30%
American Rescue Plan (Brought Forward Allocation)	6,993,648	8,000,000	1,006,352	14.39%
Total 2024 Proposed Revenue	129,531,777	182,896,475	53,364,698	41.20%
Transfers From/Use of Fund Balance General Fund	48,868,269	23,527,745	(25,340,524)	-51.85%
Grand Total Funds Available For The Budget	178,400,046	206,424,220	28,024,174	15.71%

REVENUE SOURCES

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

General Fund Revenue	129,157,149	63%
Total Special Revenue Funds	27,475,600	13%
Enterprise Fund Sanitation Solid Waste	8,900,000	4%
Trust Funds for Tree Conservation	6,530,726	3%
Grants	2,833,000	1%
American Rescue Plan (Carry Forward Allocation)	8,000,000	4%
Use of Fund Balance	23,527,745	11%
TOTAL FUNDS AVAILABLE FOR THE BUDGET	206,424,220	100%

REVENUE

General Fund Revenue			
Revenue Account Description	% of Total GF Revenue	2024 Proposed Revenue Budget	% of Total Revenue
Property Taxes	48%	61,907,149	33.85%
Motor Vehicle	1%	1,700,000	0.93%
Franchise	5%	7,100,000	3.88%
Local Option Sales Tax	26%	33,700,000	18.43%
Business and Occupation	4%	5,500,000	3.01%
Insurance Premium Taxes	9%	11,500,000	6.29%
Other Taxes	1%	1,250,000	0.68%
Permits	3%	4,000,000	2.19%
IGA FID and City of Atl	1%	900,000	0.49%
Charges for Services	1%	1,600,000	0.87%
General Fund Total Revenue	100%	129,157,149	71%
Other Funding Sources			
Special Revenue Funds			
TSPLOST I & II Sales and Use Tax		21,400,000	11.70%
Pedestrian Safety Funds (Traffic Cameras)		4,700,000	2.57%
Hotel Motel Tax (for promotion of Tourism)		545,600	0.30%
Eastside TAD Real Property Current Year		350,000	0.19%
Westside TAD Real Property Current Year		380,000	0.21%
Fine and Forfeitures Confiscated Assets		100,000	0.05%
Total Special Revenue Funds		27,475,600	15.02%
Enterprise Fund Sanitation Solid Waste		8,900,000	4.87%
Trust Funds for Tree Conservation		6,530,726	3.57%
Grants		2,833,000	1.55%
American Rescue Plan (Brought Forward Allocation)		8,000,000	4.37%
Total 2024 Revenue		182,896,475	

WHAT IS A HOMESTEAD EXEMPTION?



A Homestead Exemption is a legal provision that helps reduce the amount of property taxes owed on owner-occupied homes.

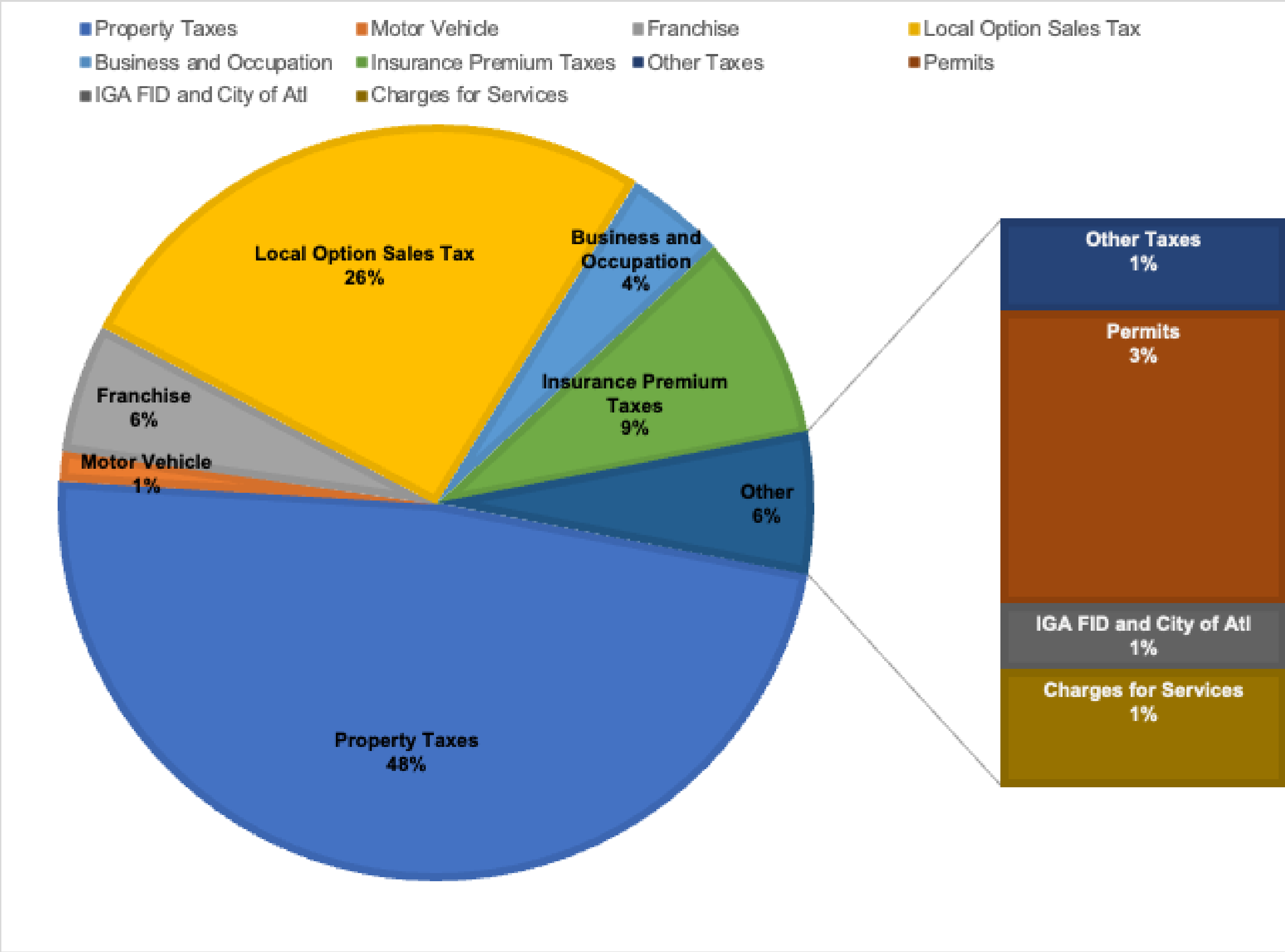


Exemptions are established by state law and voted upon by citizens in a given city, county, or school district.

CONSOLIDATION AND EVALUATION OF 2023 EXEMPTIONS

Consolidated Official Digest Exemptions				
Exemption Code	Description	Total People Receiving	Millage and Operations Amount	Value
S5	Disabled Veteran	41	\$ 6,806,720.00	\$ 87,799.88
SD	Age 65-100% Disabled Veteran	15	\$ 2,203,560.00	\$ 28,423.72
SF	Freeport Exemption	150	\$ 380,609,480.00	\$ 4,909,481.68
SP	PERSONAL <7,500	533	\$ 427,920.00	\$ 5,519.74
SV	Conservation Use	92	\$ 10,665,450.00	\$ 137,573.64
SJ	FOREST LAND (FLPA)	1	\$ 18,060.00	\$ 232.96
L3	AGE 62	1291	\$ 149,855,200.00	\$ 1,932,982.22
L8	OVER 70	1344	\$ 137,553,000.00	\$ 1,774,296.15
L12	Senior	609	\$ 55,511,908.00	\$ 716,048.10
L14	CPI Float	19441	\$ 1,779,307,237.00	\$ 22,951,284.05
	Total	23,517	\$ 2,522,958,535.00	\$ 32,543,642.14

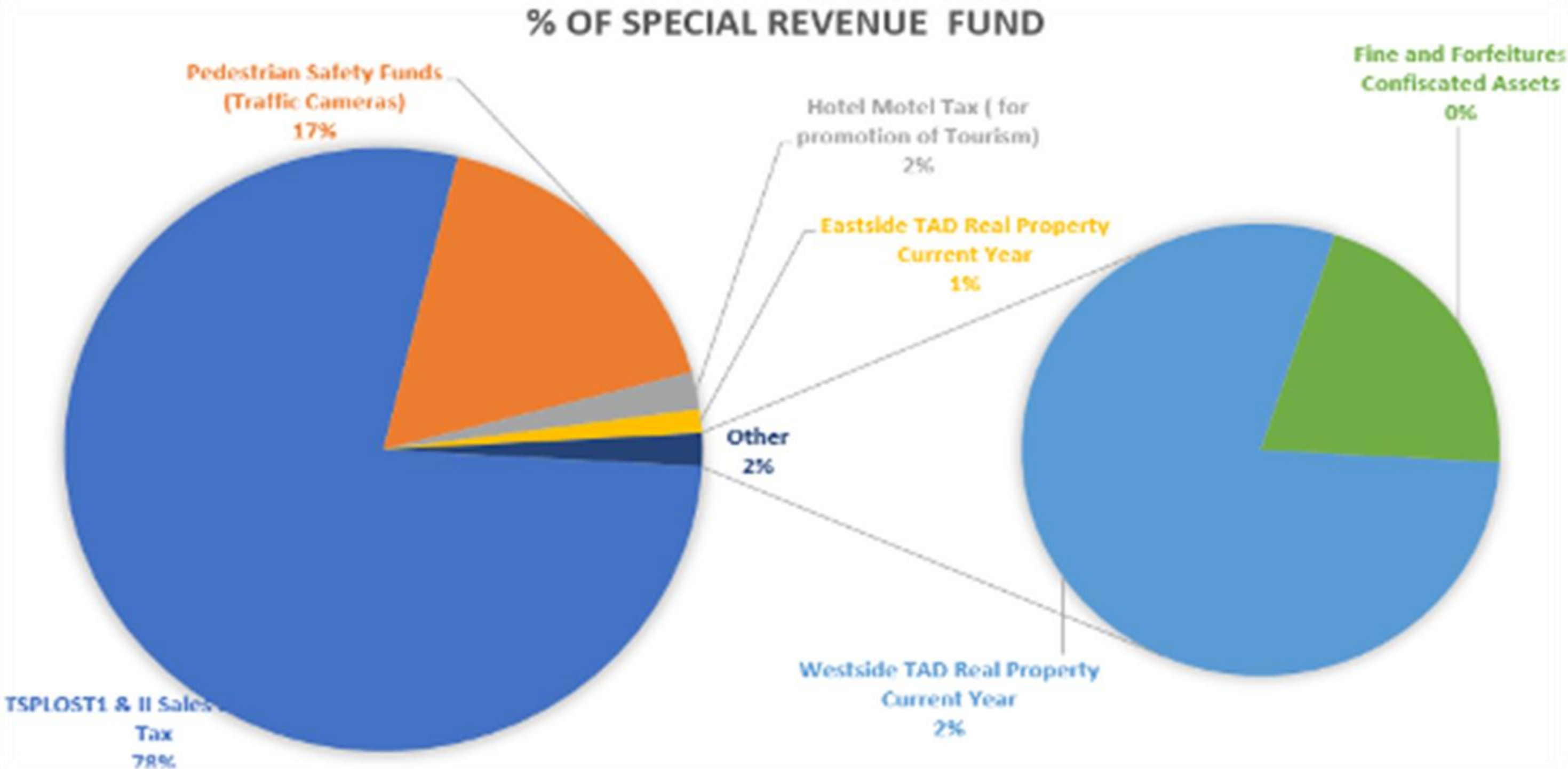
GENERAL FUND REVENUE



Revenue Account Description	% of Total GF Revenue	2024 Proposed Revenue Budget
Property Taxes	48%	61,907,149
Motor Vehicle	1%	1,700,000
Franchise	6%	7,100,000
Local Option Sales Tax	26%	33,700,000
Business and Occupation	4%	5,500,000
Insurance Premium Taxes	9%	11,500,000
Other Taxes	1%	1,250,000
Permits	3%	4,000,000
IGA FID and City of Atl	1%	900,000
Charges for Services	1%	1,600,000
General Fund Total Revenue	100%	129,157,149

SPECIAL REVENUE FUNDS

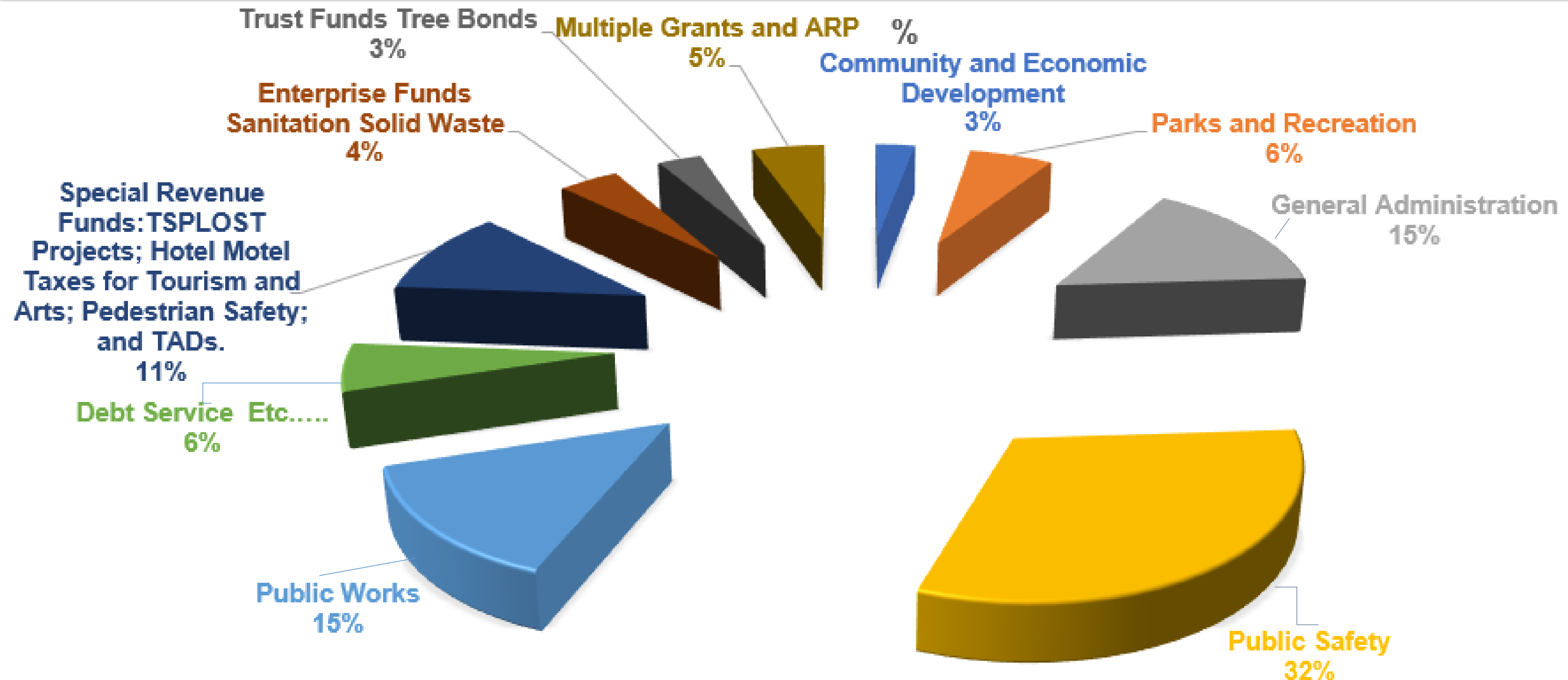
Special Revenue Funds	% of Special Revenue Fund	Amount
TSPLOST1 & II Sales and Use Tax	77.89%	21,400,000
Pedestrian Safety Funds (Traffic Cameras)	17.11%	4,700,000
Hotel Motel Tax (for promotion of Tourism)	1.99%	545,600
Eastside TAD Real Property Current Year	1.27%	350,000
Westside TAD Real Property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



GENERAL FUND EXPENDITURES

FY24 General Fund Proposed Operating Budget Detail	
Total General Fund Operating Budget	111,661,842
Total General Funds Operating New Initiatives	17,452,055
Total Operating General Fund Budget (Reoccurring Expenditures)	129,113,897
Less Total Reoccurring General Fund Revenue	129,157,149
Difference Surplus/(deficit)	43,252
Capital and One Time Expenditures	
General Fund Capital Budget	21,070,997
Grants Matching Funds	2,500,000
Total Capital and One Time Expenditures	23,570,997
Less Estimated Fund balance	(70,000,000)
Estimated Fund Balance Reserved for Encumbrances, Restricted, Rainy-day, etc	(46,429,003)
Grand Total General Fund Operating and Capital Projects	152,684,894

EXPENDITURES BY CATEGORY



EXPENDITURES BY CATEGORY

Description	Base	New Initiatives	Total	%
Community and Economic Development	4,969,232	906,137	5,875,369	2.85%
Parks and Recreation	7,292,607	5,175,000	12,467,607	6.04%
General Administration	21,506,397	9,701,549	31,207,946	15.12%
Public Safety	57,816,178	7,753,600	65,569,827	31.76%
Public Works	17,579,097	12,186,717	29,765,814	14.42%
Debt Service Etc.....	4,998,330	7,500,000	12,498,330	6.05%
Special Revenue Funds:TSPLOST Projects; Hotel Motel Taxes for Tourism and Arts; Pedestrian Safety; and TADs.	27,475,600		22,775,600	11.03%
Enterprise Funds Sanitation Solid Waste	8,900,000		8,900,000	4.31%
Trust Funds Tree Bonds	6,530,726		6,530,726	3.16%
Multiple Grants and ARP	10,833,000		10,833,000	5.25%
Total Use of Fund			206,424,220	100%



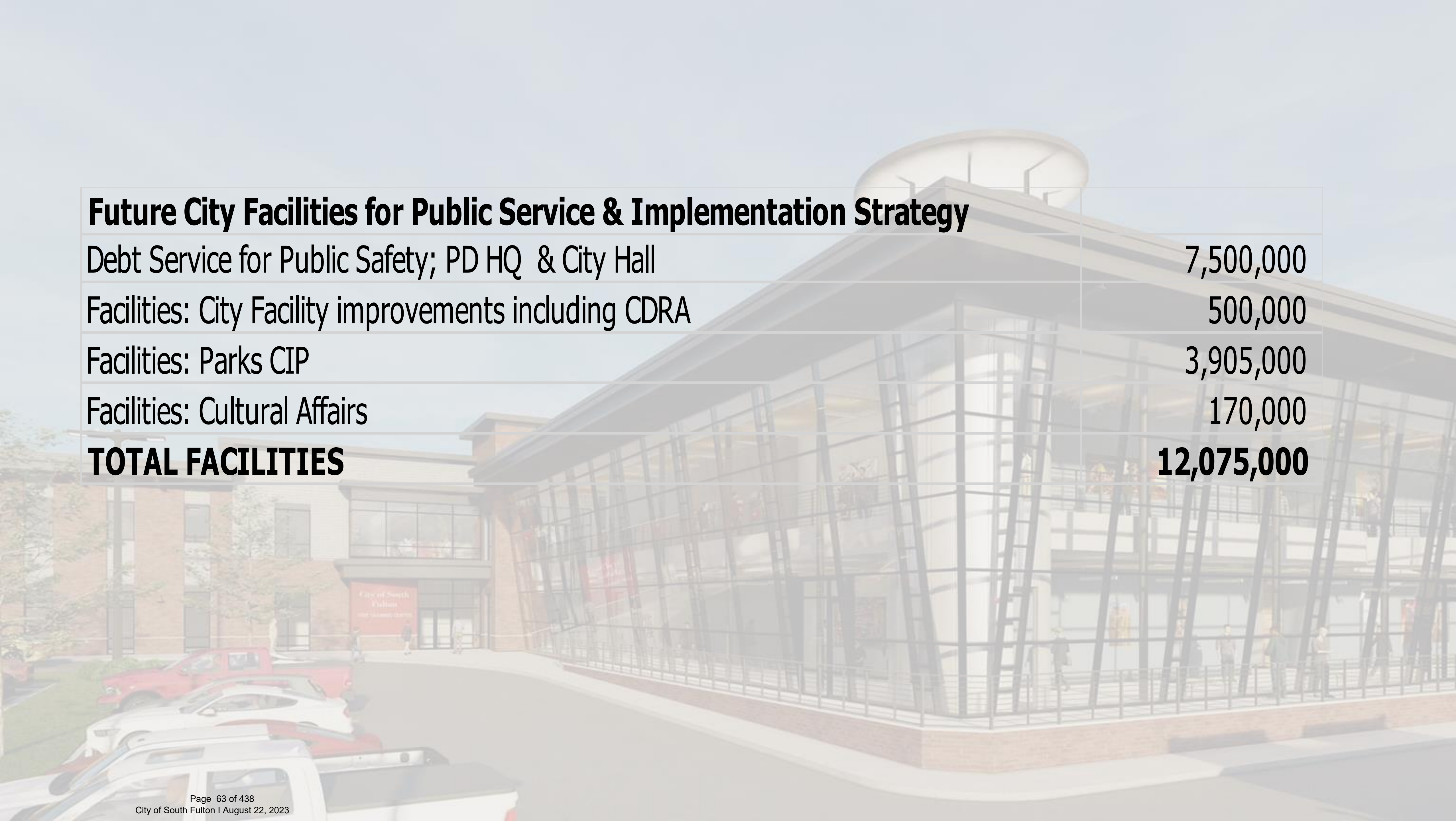
QUALITY OF LIFE & PUBLIC INFRASTRUCTURE ENHANCEMENTS

Quality of Life & Public Infrastructure Enhancements

Streetlight Masterplan (1st one 3rd)	1,000,000
Parks Masterplan (initial investment)	3,000,000
Customer Service Initiative (call center)/Phone System	129,502
Council Priorities: Signage, Lighting, Transportation improvements	3,135,997
Match for key ARC Projects & Gravel Road Improvements	3,650,000
PW: Transportation - Signs, Signals, Bridge Repair, Guardrail repair	3,345,000
PW: Pedestrian Safety - Traffic Calming & Sidewalks	1,600,000
Economic Development: Added Operating funds & Personnel to support districts	136,137
CDRA: Additional staff for Site Inspections	120,000
PW: Utility Inspector & Updated Software	55,720
TOTAL PUBLIC INFRASTRUCTURE	16,172,356

FUTURE CITY FACILITIES FOR PUBLIC SERVICE & IMPLEMENTATION STRATEGY

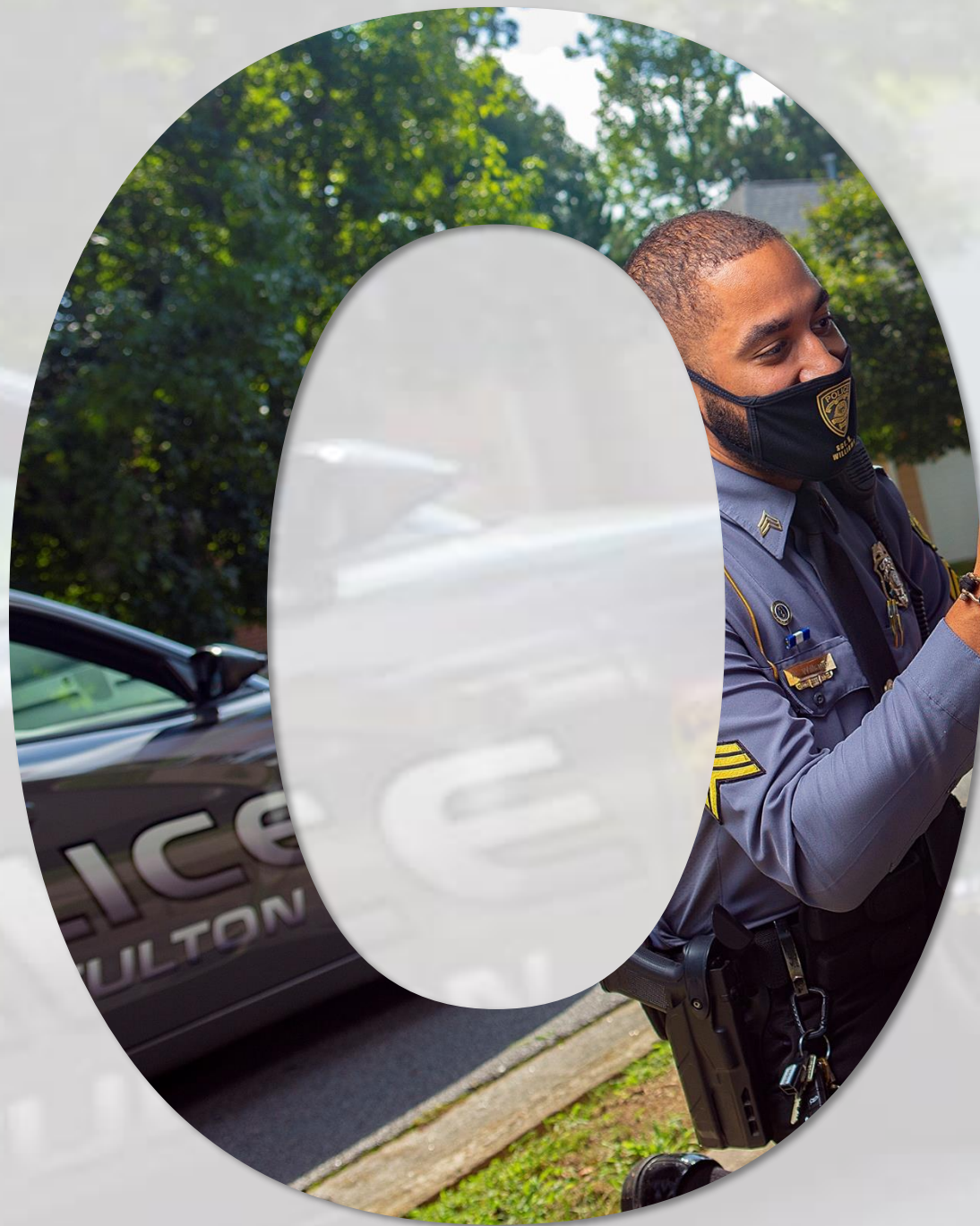




Future City Facilities for Public Service & Implementation Strategy

Debt Service for Public Safety; PD HQ & City Hall	7,500,000
Facilities: City Facility improvements including CDRA	500,000
Facilities: Parks CIP	3,905,000
Facilities: Cultural Affairs	170,000
TOTAL FACILITIES	12,075,000

PUBLIC SAFETY



Public Safety

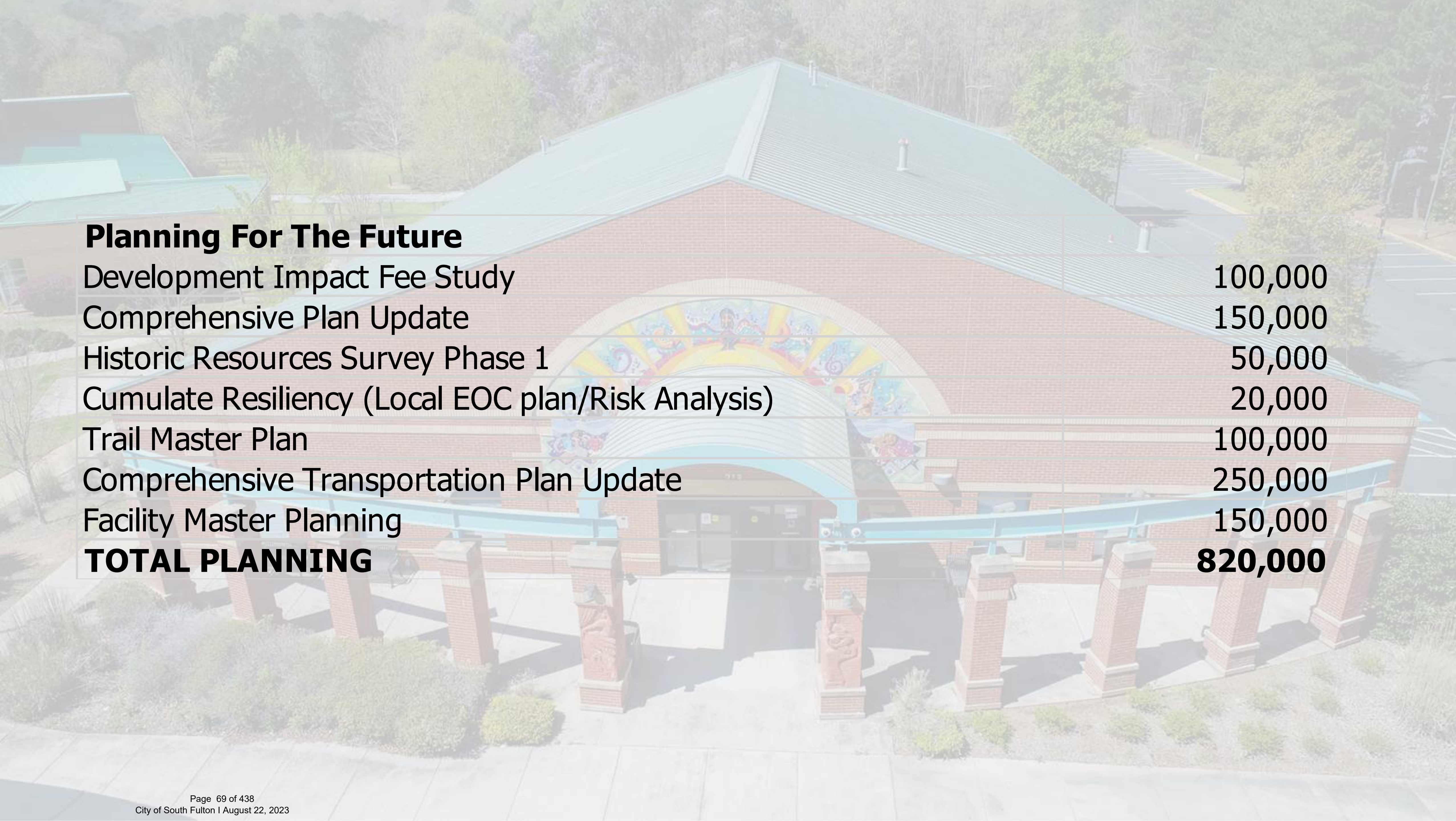
Code Enforcement: Environmental Inspector	45,000
Police: 15 Additional Sworn FTEs & Civilian Personnel	883,307
Police: 30 Leased Vehicles & Equipment	850,000
Police: Additional Capital & Property/Evidence build out	1,366,693
Fire: EMS Expansion Plan	1,476,349
Fire: Expand Fire Station Maintenance Program	615,667
Fire: Expand Fire Fleet Program	187,318
Fire: Warehouse	310,000
Fire: Turnout Gear & Cleaning	240,000
Fire: CIP	1,545,000
TOTAL PUBLIC SAFETY	7,519,333

WORKFORCE DEVELOPMENT & IMPLEMENTATION OF BEST PRACTICES



Workforce Development and Implementation of Best Practices	
Funding to bring staff up to \$20/hour Minimum Wage	1,500,000
Funding for the pay study	1,500,000
Reorganization & Establishment of critical operating departments	2,903,790
Risk: Safety Awards Program	50,000
HR: Addition of Talent Acquisition & other key supporting staff	386,625
Clerk: Digitization Initiative	81,632
Fire: Training & Support Programs	214,266
TOTAL WORKFORCE	6,636,313

PLANNING FOR THE FUTURE



Planning For The Future

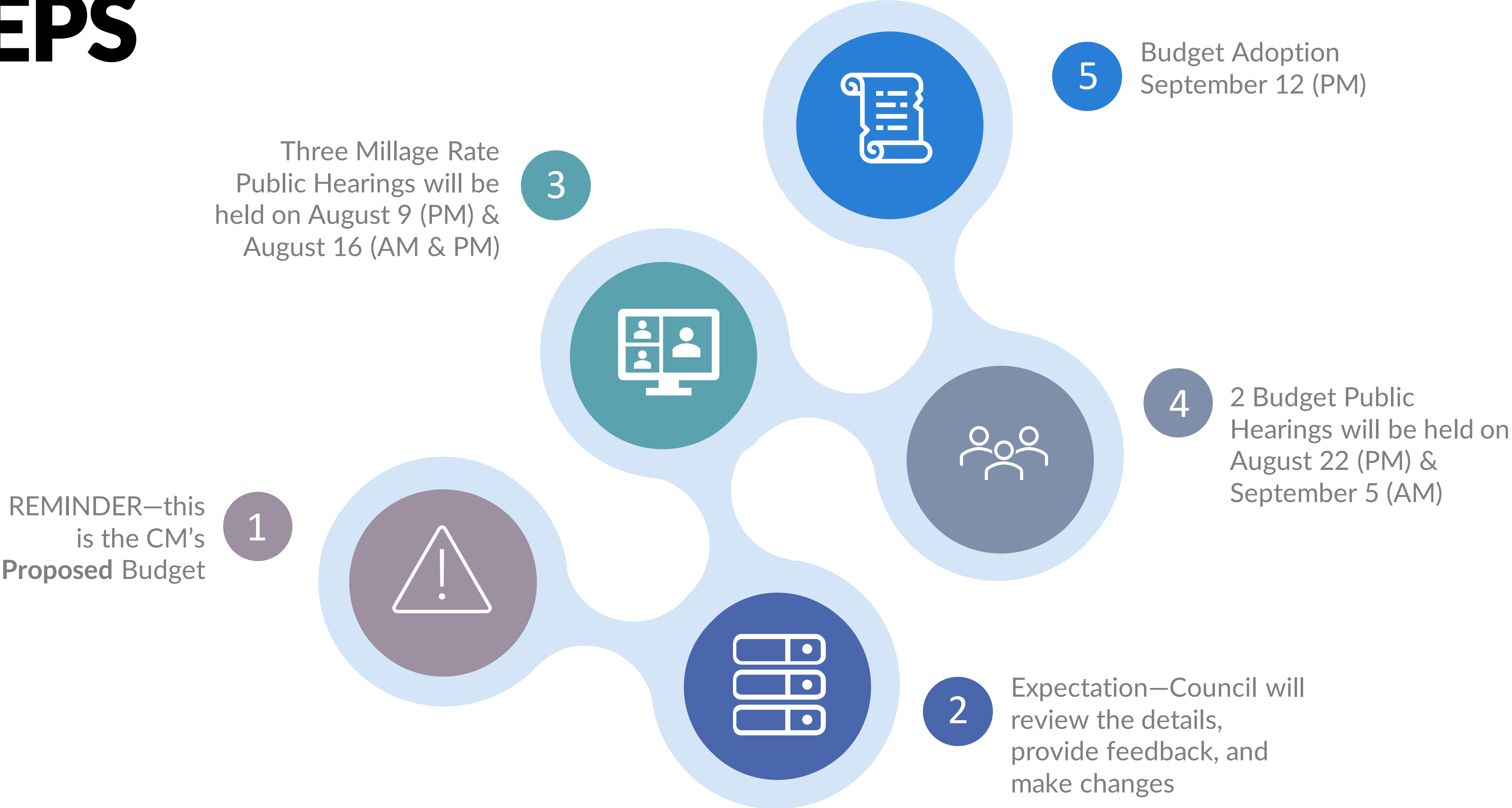
Development Impact Fee Study	100,000
Comprehensive Plan Update	150,000
Historic Resources Survey Phase 1	50,000
Cumulate Resiliency (Local EOC plan/Risk Analysis)	20,000
Trail Master Plan	100,000
Comprehensive Transportation Plan Update	250,000
Facility Master Planning	150,000
TOTAL PLANNING	820,000

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

TSPLOST II BUDGET RECOMMENDATIONS 2024

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

NEXT STEPS





Thank you

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

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

SHARON D. SUBADAN

QUESTIONS?

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Mayor/Council Proclamations for Spreading on the Minutes

DATE: August 22, 2023

SUBJECT: Mayor/Council Proclamations for Spreading on the Minutes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
August 2023 Agenda Item - Creekbend	Cover Memo	8/19/2023
CREEKBEND OVERLOOK FP-30	Cover Memo	8/19/2023
August 2023 Agenda Item - Stone Crest Estate Re-plat	Cover Memo	8/19/2023
STONE CREST ESTATE FINAL PLAT (2)	Cover Memo	8/19/2023
August 2023 Agenda Item - Briarcreek	Cover Memo	8/19/2023
BRIAR CREEK - FINAL PLAT	Cover Memo	8/19/2023
August 2023 Agenda Item - Sandtown Falls Ph2	Cover Memo	8/19/2023
Sandtown Ph2 FPrev	Cover Memo	8/19/2023
Minor Plat ATL5 - Alston	Cover Memo	8/19/2023
August 2023 Agenda Item - Palisade at Stonewall Tell	Cover Memo	8/19/2023

City of South Fulton Agenda Item Summary



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

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

DEVELOPMENT DATA

ZONING: R-5A
OVERALL DEVELOPMENT: 35.9 ACRES
TOTAL NUMBER OF LOTS: 95 LOTS
GROSS DENSITY: 2.65 DU/AC
SETBACKS:
MIN. FRONT YARD SETBACK: 20 FEET
MIN. SIDE YARD SETBACK: 5 FEET
MIN. REAR YARD SETBACK: 20 FEET
MIN LOT AREA: 6,000 S.F.
MIN LOT WIDTH: 50' AT BUILDING LINE
DISTURBED AREA: 23 ACRES
PERIMETER GREENSPACE SETBACKS 100FT ALONG JONES RD. 50FT ALONG REMAINDER OF PERIMETER.
MIN HEATED FLOOR AREA: 1,800 S.F.

THERE ARE STATE WATERS WITHIN 200' OF THE SITE
PROJECT RECEIVING WATER IS AN UNNAMED TRIBUTARY OF LINE CREEK.
BOUNDARY DATA IS AS SHOWN ON THE CONSTRUCTION PLAN
PREPARED BY WATTS AND BROWNING ENGINEERING INC.
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.

OPEN SPACE

OPEN SPACE 1: 11.75 ACRES
OPEN SPACE 2: 1.13 ACRES
GROSS AREA: 12.88 (35.8%)

SWM AREA: 1.7 ACRES
PUBLIC ACCESS ESMT: 0.3 ACRES
STORM DRAINAGE ESMT: 0.15 ACRES
TOTAL EXCLUDED AREA: 2.15 ACRES

NET OPEN SPACE: 12.88 - 2.15 = 10.73 ACRES (29.9%)

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

CERTIFICATE OF HOMEOWNERS ASSOCIATION:

ALL LOTS SUBJECT TO CONVENIENCE OF A MANDATORY HOMEOWNERS ASSOCIATION AS RECORDED ON DEED BOOK 66597, PAGE 538.

FINAL PLAT APPROVAL:

THE DIRECTOR OF THE COMMUNITY AND REGULATORY AFFAIRS DEPARTMENT OF THE CITY OF SOUTH FULTON, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE SOUTH FULTON ZONING RESOLUTION, CONDITIONS OF ZONING, AND THE SOUTH FULTON SUBDIVISION REGULATIONS, AS AMENDED.

FOR THE DIRECTOR
COMMUNITY AND REGULATORY AFFAIRS

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

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 _____ DAY OF _____, 2021

SIGNATURE _____ PRINTED NAME AND TITLE _____

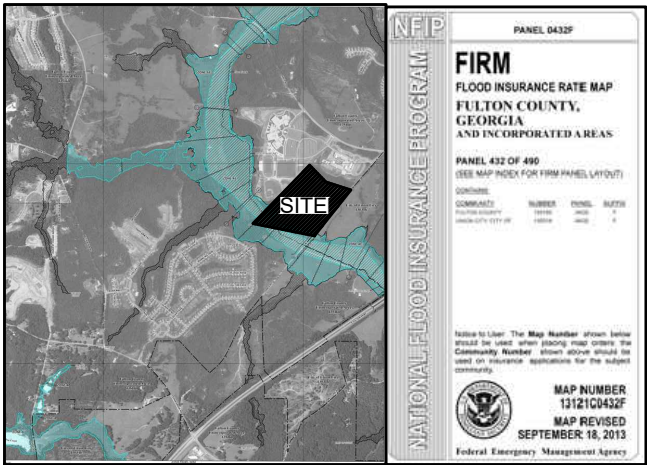
24 HOUR CONTACT :
CORY GRANT
PHONE: 678-282-7275

OWNER/DEVELOPER :
FOREST CREEK RENAISSANCE
175 COUNTRY CLUB DR. SUIT 200A
STOCKBRIDGE, GA 30281
404-432-4492

SURVEYOR :
FALCON DESIGN CONSULTANTS
235 CORPORATE CENTER DRIVE, SUITE 200
MARRIETTA, GA 30060
770-389-8666

ENGINEER :
WATTS & BROWNING ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW, SUITE 225
MARRIETTA, GA 30060
678-324-6192

PRIMARY PERMITTEE :
LIBERTY COMMUNITIES
P.O.BOX 268
BROOKS, GA 30205
770-284-0841



FEMA FLOOD MAP
N.T.S.

FINAL PLAT FOR:
CREEKBEND OVERLOOK
LAND LOTS 114 AND 143, 7TH DISTRICT
CITY OF SOUTH FULTON
FULTON COUNTY, GEORGIA

LEGEND

DB DEED BOOK
PB PLAT BOOK
PG PAGE
LL LAND LOT
OTP OPEN TOP PIPE
RB REBAR
IPF IRON PIN FOUND
IPS 1/2" REBAR W/C FDC 000995
CTP CRIMP TOP PIPE
C&G CURB & GUTTER
R/W RIGHT OF WAY
N/F NOW OR FORMERLY
-E- OVERHEAD POWER LINE
CMP CORRUGATED METAL PIPE
SWMF STORMWATER MANAGEMENT FACILITY
TBM TEMPORARY BENCHMARK
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
RCP REINFORCED CONCRETE PIPE
DIP DUCTILE IRON PIPE
PVC POLYVINYL CHLORIDE PIPE
HDPE HIGH DENSITY POLYETHYLENE PIPE
P PROPERTY LINE
C CENTERLINE
ID IDENTIFICATION
B.S.L. BUILDING SETBACK LINE
BOC BACK OF CURB
C CURVE LABEL
CI CURB INLET
DE DRAINAGE EASEMENT
EOP EDGE OF PAVEMENT
FH FIRE HYDRANT
B.A. BUILDABLE AREA

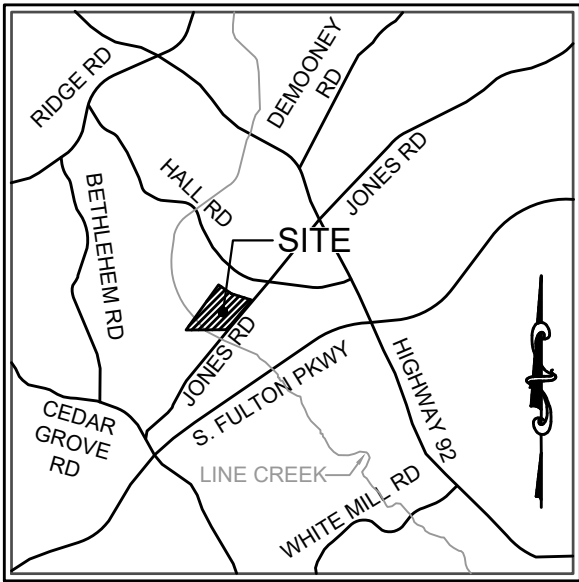
L PKS
SSE
UE
REF
C/O
SQ. FT.
LINE LABEL
PK NAIL SET
SANITARY SEWER EASEMENT
UTILITY EASEMENT
REFERENCE
SEWER CLEAN OUT
SQUARE FOOT
IRON PIN FOUND
IRON PIN SET
CALCULATED POINT
POWER POLE
FIRE HYDRANT
WATER VALVE
WATER METER
JUNCTION BOX
SANITARY SEWER MANHOLE
DROP INLET
R/W MONUMENT
SINGLE WING CATCH BASIN
DOUBLE WING CATCH BASIN
CURB INLET
HEADWALL
FLARED END SECTION
GAS METER
GAS VALVE
ELECTRIC TRANSFORMER
TELEPHONE PEDESTAL
LIGHT POST
CONCRETE

OPEN SPACE MANAGEMENT PLAN:

1. THE OPEN SPACE AREAS, INCLUDING ALL NATURAL AND BUILT FEATURES, SHALL BE MANAGE AND MAINTAINED BY THE MANDATORY HOMEOWNERS ASSOCIATION TO THE EXTENT THAT PRESERVES THE HEALTH AND SAFETY OF ALL INDIVIDUALS THAT UTILIZE THESE AMENITIES.

FLOOD NOTE

AS SHOWN ON FLOOD INSURANCE RATE MAPS OF CITY OF SOUTH FULTON, GEORGIA COMMUNITY PANEL NUMBER: 13121C0432F EFFECTIVE DATE: SEPTEMBER 18, 2013, PORTIONS OF THESE PROPERTIES ARE LOCATED IN A FEMA FLOOD HAZARD ZONE.



VICINITY MAP
N.T.S.

STATE WATERS BUFFER NOTE:

THERE IS ESTABLISHED A 25 FOOT BUFFER ALONG THE BANKS OF ALL STATE WATERS, AS MEASURED HORIZONTALLY FROM THE POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION. NO LAND DISTURBING ACTIVITIES SHALL BE CONDUCTED WITHIN A BUFFER AND A BUFFER SHALL REMAIN IN ITS NATURAL, UNDISTURBED STATE OF VEGETATION UNTIL ALL LAND DISTURBING ACTIVITIES ON THE CONSTRUCTION SITE ARE COMPLETED. ONCE THE FINAL STABILIZATION OF THE SITE IS ACHIEVED, A BUFFER MAY BE THINNED OR TRIMMED OF VEGETATION AS LONG AS A PROTECTIVE VEGETATIVE COVER REMAINS TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY IS LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE ON THE STREAM BED; PROVIDED, HOWEVER, THAT ANY PERSON CONSTRUCTING A SINGLE FAMILY RESIDENCE, WHEN SUCH RESIDENCE IS CONSTRUCTED BY OR UNDER CONTRACT WITH THE OWNER FOR HIS OR HER OWN OCCUPANCY, MAY THIN OR TRIM VEGETATION IN A BUFFER AT ANY TIME AS LONG AS PROTECTIVE VEGETATIVE COVER REMAINS TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY IS LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE ON THE STREAM.

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.

KEVIN M. BROWN
REGISTERED LAND SURVEYOR #2960

8/8/23
DATE

CIVIL ENGINEERING LAND SURVEYING
LAND PLANNING
CONSTRUCTION MANAGEMENT LANDSCAPE ARCHITECT
STOCKBRIDGE OFFICE
235 CORP. CTR. DR., STE. 200
STOCKBRIDGE, GEORGIA 30281
PH: (770) 389-8666 - FAX: (770) 389-8656
NEWNAN OFFICE
40 GREENWAY CT., STE. A
NEWNAN, GEORGIA 30065
PH: (770) 755-7978
CUMMING OFFICE
500 PICKLE FERRY RD., STE. C
CUMMING, GEORGIA 30040
PH: (678) 907-7100
www.fdc-llc.com

FINAL PLAT FOR
CREEKBEND OVERLOOK
AKA JONES ROAD TRACT
LOCATED IN:
LAND LOT 161, 14th DISTRICT, 2nd SECTION
CITY OF SOUTH FULTON, FULTON CO, GEORGIA

REVIEWS
1. REVISED PER CITY COMMENTS - 7-24-23
2. REVISED PER CITY COMMENTS - 8-7-23
3.
4.
Know what's below.
Call before you dig.
UTILITIES PROTECTION CENTER
1 (800) 486-7622 OR DIAL 811

DATE:	6-6-23
SCALE:	N/A
FILE NUMBER:	160.071
DRAWN BY:	CPOPP
REVIEWED BY:	KBROWN

GEORGIA
REGISTERED
No. 2960
PROFESSIONAL
LAND SURVEYOR
KEVIN M. BROWN
8/8/2023
THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER
1 of 15

ZONING

THIS BLOCK RESERVED FOR THE
CLERK OF THE SUPERIOR COURT

24 HOUR CONTACT :

CORY GRANT
PHONE: 678-282-7275

OWNER/DEVELOPER

FOREST CREEK RENAISSANCE
175 COUNTRY CLUB DR. SUIT 200A
STOCKBRIDGE, GA 30281
404-432-4492

SURVEYOR :

FALCON DESIGN CONSULTANTS
235 CORPORATE CENTER DRIVE, SUITE 200
STOCKBRIDGE, GA 30281
770-389-8666

ENGINEER :

WATTS & BROWNING ENGINEERS & LAND SURVEYORS
1349 OLD 41 HWY NW, SUITE 225
MARIETTA, GA 30060
678-324-6192

PRIMARY PERMITTEE :

LIBERTY COMMUNITIES
P.O.BOX 268
BROOKS, GA 30205
770-284-0841

UTILITY COMPANIES

GAS:
ATLANTA GAS LIGHT COMPANY
P.O. BOX 4569
ATLANTA, GEORGIA 30274
770-994-1946

POWER:
COWETA-FAYETTE EMC
390 HIGHWAY 29 NORTH
NEWNAN, GA 30263
770-502-0226

SANITARY SEWER:
FULTON COUNTY ENVIRONMENT
AND COMMUNITY DEVELOPMENT
141 PRYOR ST., S.W. SUITE 2085
ATLANTA, GA 30303
770-730-7800

WATER:
CITY OF ATLANTA
DEPT. OF WATERSHED MANAGEMENT
72 MARIETTA STREET N.W.
ATLANTA, GEORGIA 30303
404-546-0311

CABLE:
AT&T BROADBAND
NORCROSS, GEORGIA 30274
678-545-2289

GOVERNMENT OF THE CITY OF SOUTH FULTON

ODIE DONALD II
CITY MANAGER



SHAYLA REED
INTERIM DIRECTOR
COMMUNITY DEVELOPMENT SERVICE

MEMORANDUM

TO: R. Neil Koelbl
Forest Creek Renaissance LLC
P.O. Box 399
Brooks, GA 30205

FROM: Planning & Zoning Division

SUBJECT: Z18-006 for Parcel ID 07050001430263

DATE: July 25, 2018

Dear Neil Koelbl:

This letter is to certify action taken by the City of South Fulton's Mayor and City Council on July 24, 2018, whereby Council voted to approve your rezoning from R-3 (Single-Family Dwelling District) to R-5A (Single-Family Dwelling District) per Staff's recommendations, which are as follows:

- 1) No more than 95 total single-family detached dwelling units shall be permitted within the subdivision.
- 2) The minimum heated floor area per dwelling unit shall be 1,800 square feet.
- 3) The developer must abide by the site plan received by the City of South Fulton on March 27, 2018, with the addition of a publicly accessible interparcel pedestrian connection from right-of-way between Lots 11, 12, 13, 14, 15, 16, or 17 to the property with an adjacent street. This requirement 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. Any major deviation from this site plan is subject to approval by the Community Development Services Director or designee.
- 4) An amenity area is required within the subdivision and parking shall not be satisfied by spaces located within the right-of-way.
- 5) Common greenspace is required around the perimeter of the subdivision at a width of at least 100 feet adjacent to Jones Road and 50 feet along the remainder of the perimeter, with the exception of interparcel connections.
- 6) A minimum of 25% greenspace shall be provided on the property.
- 7) Paving for 2 lanes (1 in each direction) and sidewalks shall be completed from existing paving at the entrance to Renaissance Elementary to the extent of the property's frontage along Jones Road (roughly the land lot dividing Land Lots 142 and 143) in

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

accordance with Fulton County's 300 Standard Details subject to the approval of the Traffic Engineer.

- 8) Provide a right-hand turn deceleration lane into the subdivision's main entrance

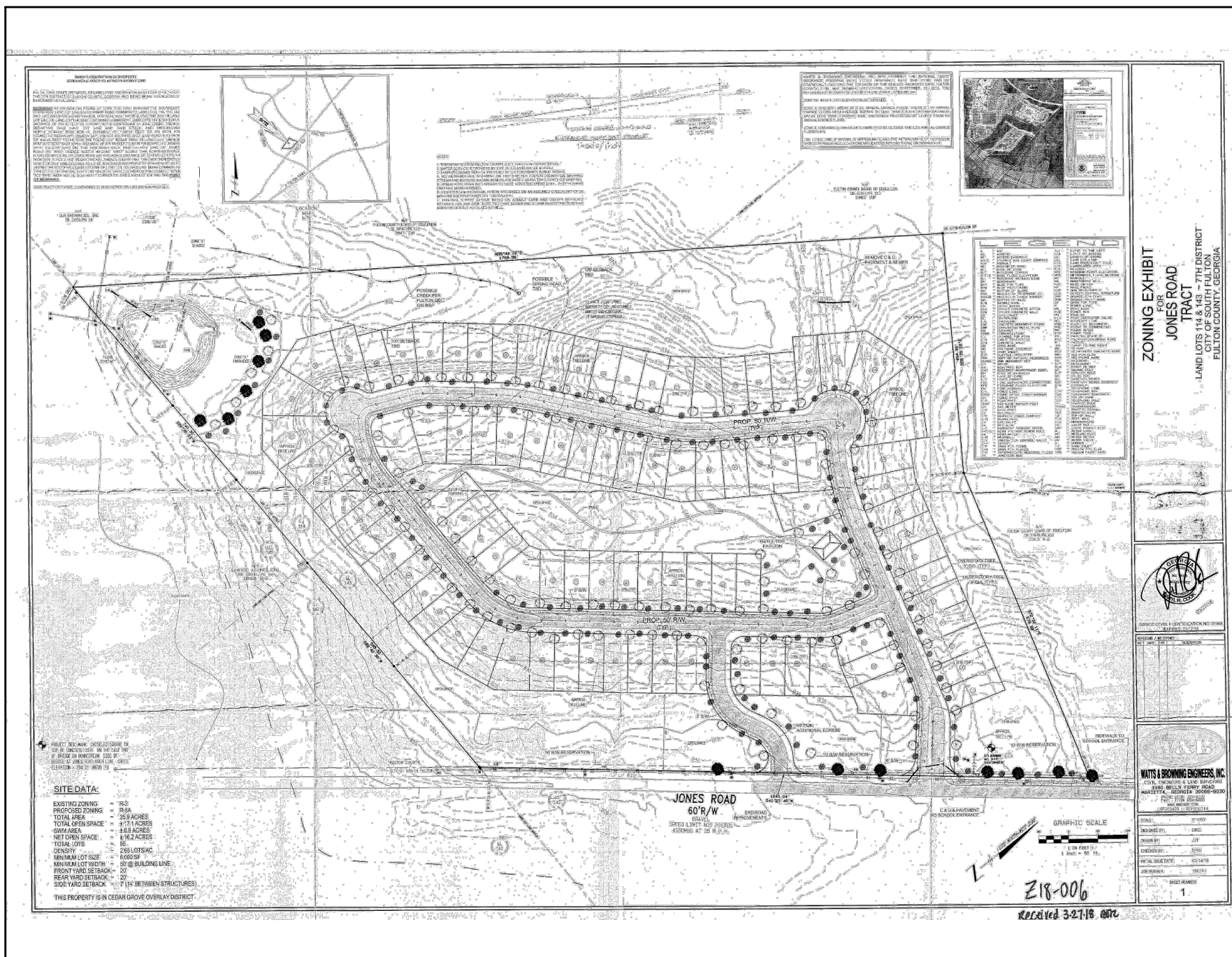
Any zoning decision of Mayor and Council may be appealed to the Superior Court of Fulton County within thirty (30) days of the action.

Should you have any questions, please feel free to contact our Office

Sincerely,

Shayla Reed
Interim Director

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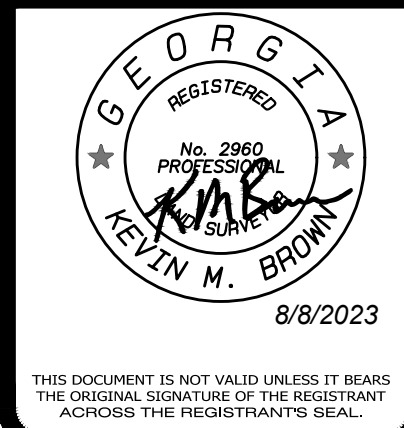
CIVIL ENGINEERING	LAND SURVEYING
LAND PLANNING	
	
CONSTRUCTION MANAGEMENT	LANDSCAPE ARCHITECT

NEWMAN OFFICE 40 GREENWAY CT., STE. A NEWNAN, GEORGIA 30565 Ph. (770) 755-7978	STOCKBRIDGE OFFICE 235 CORP. CTR. DR., STE. 200 STOCKBRIDGE, GEORGIA 30281 Ph. (770) 389-8666 - Fax (770) 389-8656	CUMMING OFFICE 500 PEEKLE FERRY RD., STE. C CUMMING, GEORGIA 30040 Ph. (678) 807-1180
www.fdc-ilc.com		

FINAL PLAT
FOR
CREEKBEND OVERLOOK
AKA JONES ROAD TRACT
LOCATED IN:
LAND LOT 161, 14th DISTRICT, 2nd SECTION
CITY OF SOUTH FULTON, FULTON CO, GEORGIA

REVIEWS	
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DATE:	6-6-23
SCALE:	N/A
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DRAWN BY:	CPOPP
REVIEWED BY:	KBROWN



SHEET NUMBER

2 of 15

24 HOUR CONTACT :
CORY GRANT
PHONE: 678-282-7275

OWNER/DEVELOPER :
FOREST CREEK RENAISSANCE
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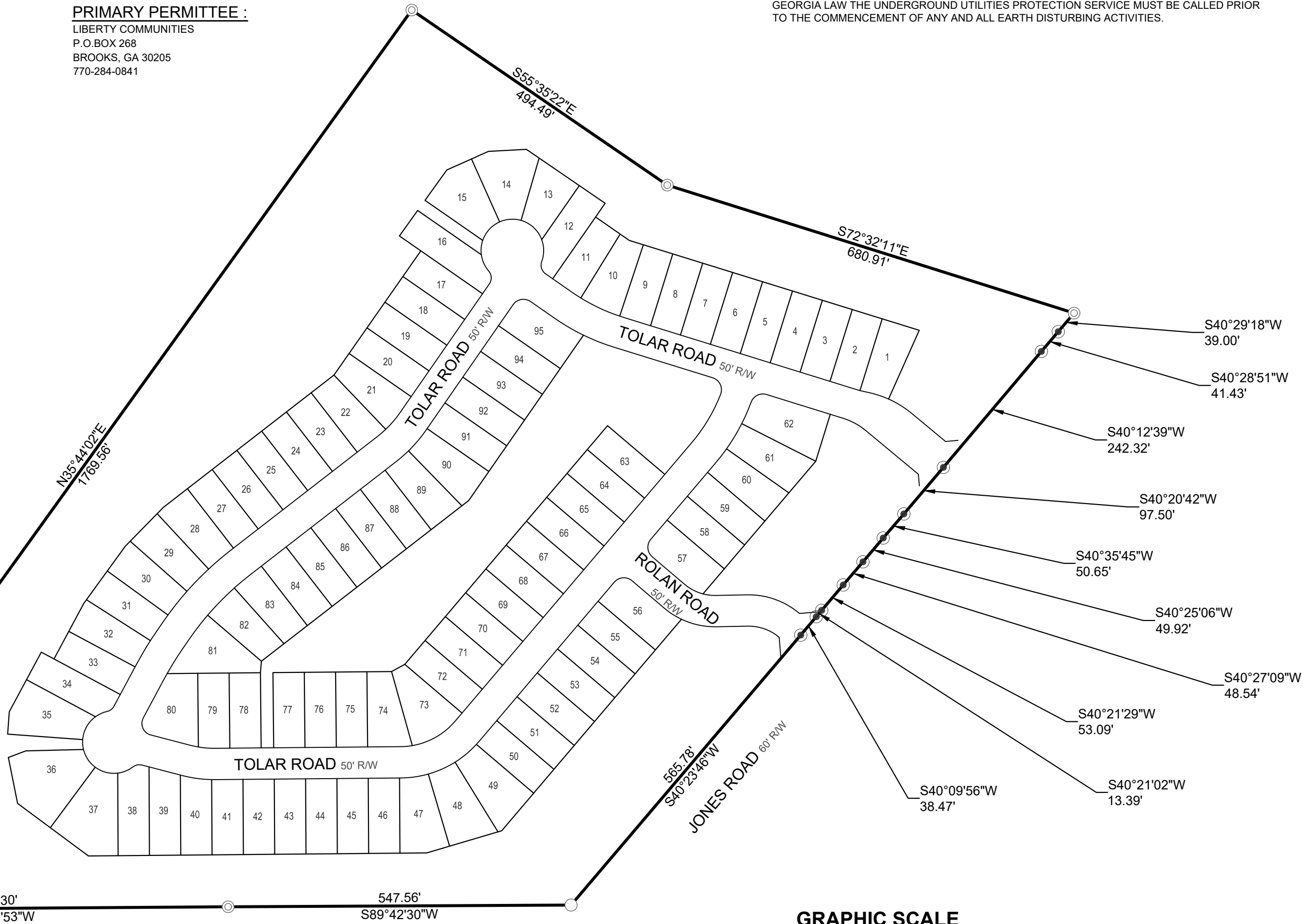
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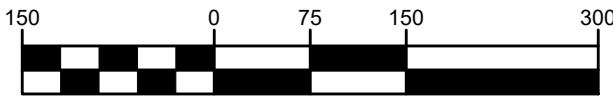
1. THE FIELDWORK FOR THIS SURVEY WAS COMPLETED SEPTEMBER 09, 2017 WITH LINEAR AND ANGULAR MEASUREMENTS OBTAINED USING A SOKIKIA CK-103.
2. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 38,436 FEET, AND AN ANGULAR ERROR OF 02" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE 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 116,221 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. FALCON DESIGN CONSULTANTS, L.L.C. DOES NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
6. 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.
7. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
8. 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.

THIS BLOCK RESERVED FOR THE
CLERK OF THE SUPERIOR COURT

SURVEY NOTES



GRAPHIC SCALE



(IN FEET)

1 inch = 150 ft.

CIVIL
ENGINEERING

LAND
SURVEYING

LAND
PLANNING

LANDSCAPE
ARCHITECT

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECT

STOCKBRIDGE OFFICE
235 CORP. CTR. DR., STE. 200
STOCKBRIDGE, GEORGIA 30281
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FINAL PLAT
FOR

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Know what's below.
Call before you dig.

UTILITIES PROTECTION CENTER
1 (800) 486-7777
OR DIAL 811

DATE:	6-6-23
SCALE:	1"=150'
FILE NUMBER:	160.071
DRAWN BY:	CPOPP
REVIEWED BY:	KBROWN

GEORGIA
REGISTERED
No. 2960
PROFESSIONAL
SURVEYOR
KEVIN M. BROWN

8/8/2023

THIS DOCUMENT IS NOT VALID UNLESS IT BEARS
THE ORIGINAL SIGNATURE OF THE REGISTRANT
ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER

4 of 15

P:\Projects\Neill Koelbl- General Holdings and Liberty\160.071 Creekbend Overlook\SURVEY\dwg\CREEKBEND OVERLOOK FP-00.dwg, OVERALL, cpopp, Aug 08, 2023 - 1:55:30pm

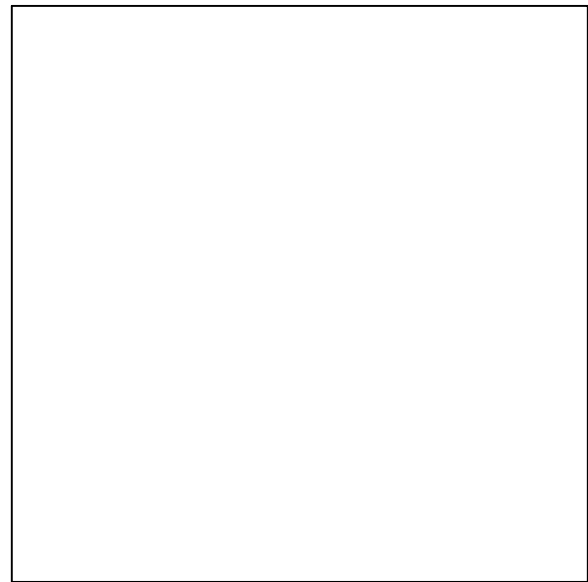
Page 79 of 438

City of South Fulton | August 22, 2023

City of South Fulton Agenda Item Summary



City Council Meeting Date		Council District(s) Affected
Requesting Department		
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



SHEET INDEX
1. COVER SHEET
2. ADDITIONAL DOCUMENTS
3. OVERALL VIEW
4. DETAIL VIEW 1
5. DETAIL VIEW 2
6. DETENTION POND
7. REVISED EASEMENTS
8. LINE DATASHEET

THIS BLOCK RESERVED FOR THE
CLERK OF THE SUPERIOR COURT.

GENERAL NOTES:

- THIS DRAWING WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR OF LAND ENGINEERING, INC. AUTHORITY OF O.C.G.A. 43-15-22.
- ONLY INFORMATION PROVIDED IN THE TITLE COMMITMENT WAS ADDRESSED HEREON. EASEMENTS OF RECORD OR OTHER TITLE MATTERS AFFECTING THE SUBJECT PROPERTY MAY EXIST. LAND ENGINEERING, INC. AND THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HEREON DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN
- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 261,561 FEET. A GEOMAX ZOOM 80 ROBOTIC TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 24,840 FEET AND AN ANGULAR ERROR OF 3" PER ANGLE POINT AND WAS ADJUSTED USING THE METHOD OF LEAST SQUARES. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. THE HORIZONTAL DATUM REFERENCED HEREON IS REFERENCED TO THE N.A.D.83, GEORGIA WEST ZONE STATE PLANE COORDINATE SYSTEM. A LEICA GPS900 WAS USED TO PERFORM A NETWORK-ADJUSTED REAL TIME KINEMATICS G.N.S.S. SURVEY REFERENCED TO THE EGPS C.O.R.S. NETWORK.
- NOT ALL UNDERGROUND UTILITIES ARE SHOWN. UNDERGROUND UTILITIES THAT ARE SHOWN WERE LOCATED BY ABOVE GROUND APPURTENANCES AND OBSERVED EVIDENCE. UTILITIES SHOWN ON THIS SURVEY MAY NOT BE SHOWN IN THEIR EXACT FIELD LOCATION. NO ATTEMPT WAS MADE TO TRACE OR MARK THE LOCATION OF UNDERGROUND UTILITIES WHICH WAS OUTSIDE THE SCOPE OF THIS SURVEY.
- DISTANCES SHOWN ON THE PLAT SHALL BE HORIZONTAL.
- DATE OF LAST FIELD VISIT: 01/24/2022
- PROPERTY CORNERS ARE MONUMENTED AS SHOWN ON THE DRAWING. (NOT SHOWN ON OVERALL VIEW)
- THE OVERALL PROPERTY HAS BEEN PREVIOUSLY PLATTED AS A SUBDIVISION DEVELOPMENT. THEREFORE THE INDIVIDUAL LOTS HAVE BEEN ASSIGNED ADDRESSES FROM FULTON COUNTY, BUT ARE NOT SHOWN HEREON. (SEE PURPOSE STATEMENT HEREON)
- THIS PROPERTY IS LOCATED IN A ZONE X, PER F.I.R.M. MAP OF FULTON COUNTY, GEORGIA. PANEL NUMBER 453 OF 490, MAP NUMBER 13121C0453F, MAP REVISED OR ISSUED OR EFFECTIVE DATE SEPTEMBER 18, 2013.

- LOT INFORMATION
CURRENT ZONING OF PROPERTY: R3 CONDITIONAL
ZONING CASE: 288-0113 FCS
TAX PARCEL ID: 07-4000-0163-047-1
TOTAL NUMBER OF LOTS = 120 DETACHED SINGLE FAMILY LOTS
TOTAL AREA = 115.4920 ACRES
GROSS DENSITY = 1.0390 U/A (120 UNITS ÷ 115.4920 ACRES)

- MINIMUM LOT SIZE
- "A" LOTS = 43,560 SQUARE FEET
"B" LOTS = 32,670 SQUARE FEET
REMAINING LOTS = 18,000 SQUARE FEET

- MINIMUM HOUSE SIZES
- "A" LOTS = 2,000 SQUARE FEET
"B" LOTS = 1,800 SQUARE FEET
REMAINING LOTS = 1,700 SQUARE FEET

- SETBACKS:
50' SETBACK ALONG ALL UNITS ADJACENT TO PROPERTIES ZONED AG-1
FRONT = 50'
SIDE = 10'
SIDE CORNER = 20'
REAR = 35'
MINIMUM LOT WIDTH = 100' AT BUILDING LINE
MINIMUM LOT FRONTAGE = 35'
- EASEMENTS FOR SANITARY SEWER AND STORM DRAINAGE PIPING SHALL BE PROVIDED AS SHOWN. WHERE COMBINED UTILITIES ARE LOCATED OUT OF RIGHT-OF-WAY, EASEMENTS SHALL BE 30' IN WIDTH. SINGLE UTILITY EASEMENTS SHALL BE 20' IN WIDTH, CENTERED ON PROPOSED PIPES.
- UTILITY SERVICE WATER SERVICE WILL BE PROVIDED BY ATLANTA WATER. SEWER SERVICE WILL BE PROVIDED BY FULTON COUNTY.
- ALL RECREATIONAL AND OTHER AREAS WHICH MAY BE 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.

APPROVAL OF DEPARTMENT OF HEALTH

FULTON COUNTY HEALTH DEPARTMENT

This subdivision, as shown, is approved upon the condition that sewage disposal and water supply facilities are in compliance with Articles C and D, Sewage Disposal and Drinking Water Supply of the Fulton County Health Department regulations and in accordance with the requirements below:

WATER SUPPLY	SEWAGE DISPOSAL
() Public Water Supply	() Public Sanitary
() Individual Water Supplies	() Individual Onsite Sewage
Service Requirements – S/D Type	Service Requirements – S/D Type
() Type "A"	() Type "A" () Type "C"
() Type "B"	() Type "B" () Type "D"
Date	Fulton County Health Department
Revision Date	Fulton County Health Department

STONE CREST ESTATE

LAND LOT 150 & 149

7TH LAND DISTRICT

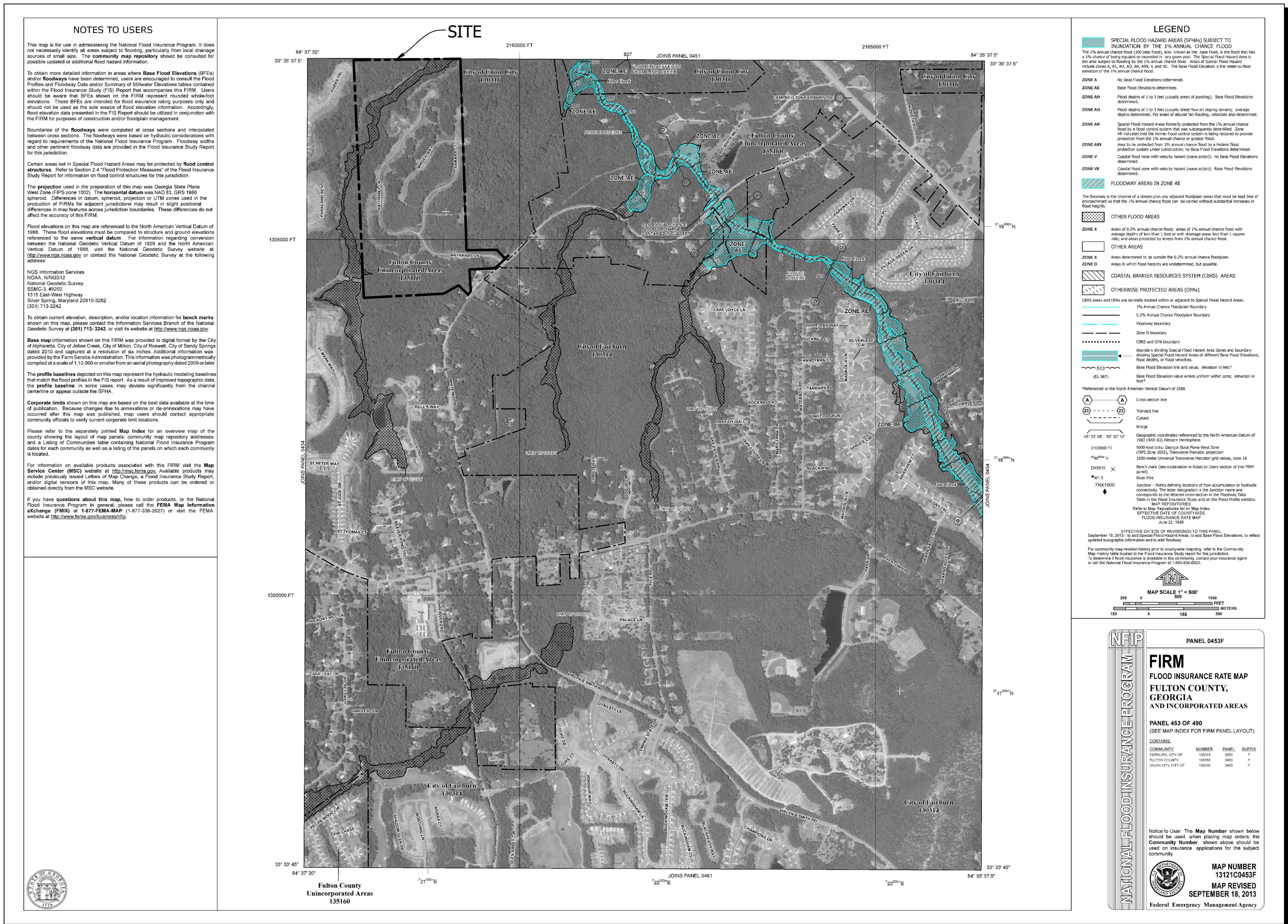
CITY OF SOUTH FULTON

FULTON COUNTY, GEORGIA

ENGINEER
LAND ENGINEERING, INC.
1601 S ZACK HINTON PARKWAY
MCDONOUGH, GEORGIA 30253
T: 678.814.4346
www.land.engineering

SURVEYOR
LAND ENGINEERING, INC.
1601 S ZACK HINTON PARKWAY
MCDONOUGH, GEORGIA 30253
T: 678.814.4346
www.land.engineering

OWNER/DEVELOPER
LGI HOMES - GEORGIA, LLC
2700 CUMBERLAND PKWY SE
SUITE 100
ATLANTA, GA 30339
T: 470-385-2524



FLOOD HAZARD DISCLAIMER

THE INTERMEDIATE REGIONAL FLOOD (I.R.F.) AREAS SHOWN HEREON WERE DETERMINED BY THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED HERETO. THE CITY OF SOUTH FULTON DOES NOT, BY APPROVING THIS PLAT, WARRANT THEIR ACCURACY, NOT IMPLY THAT LAND OUTSIDE THE AREAS OF FLOOD HAZARD SHOWN, WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. FURTHER, THE CITY OF SOUTH FULTON DOES NOT BY APPROVING THIS PLAT NOR ACCEPTING THE PUBLIC IMPROVEMENTS THEREIN, ASSUME MAINTENANCE OF THE FLOOD CARRYING CAPACITY OF THE FLOOD AREAS OR WATERCOURSES. MAINTENANCE SHALL REMAIN THE RESPONSIBILITY OF THE 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.

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FINAL PLAT APPROVAL

THE DIRECTOR OF THE COMMUNITY AND REGULATORY AFFAIRS DEPARTMENT OF THE CITY OF SOUTH FULTON, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE SOUTH FULTON ZONING RESOLUTION, CONDITIONS OF ZONING, AND THE SOUTH FULTON SUBDIVISION REGULATIONS, AS AMENDED.

FOR THE DIRECTOR, COMMUNITY AND REGULATORY AFFAIRS

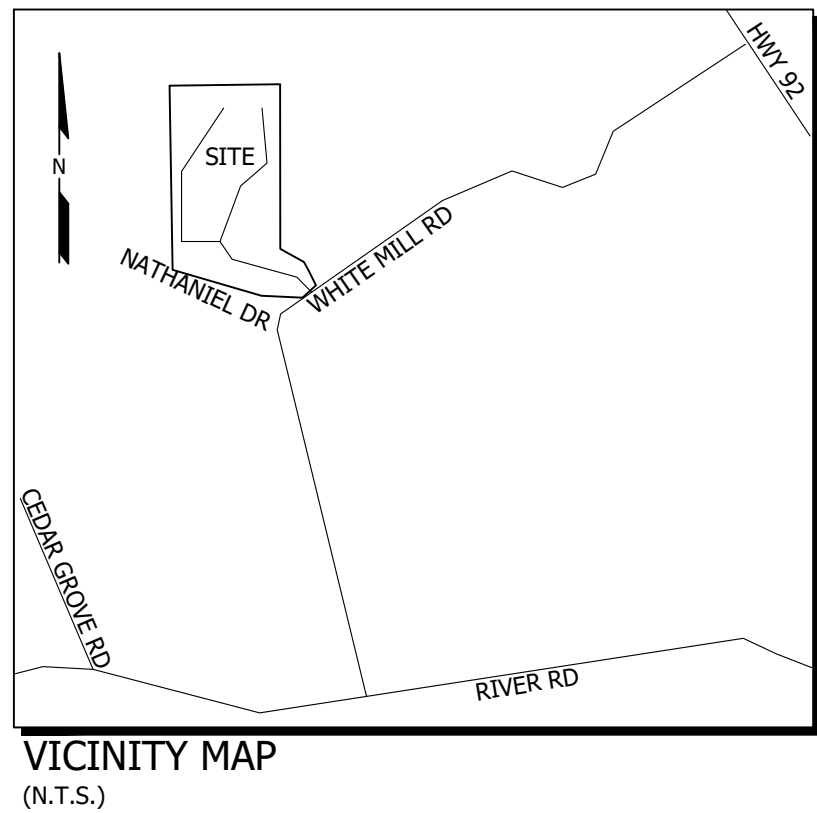
DATE

"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 L.D.P.
#: 03-087

ZONED
CASE #: Z-88-0113 FCS

AREA USE SUMMARY
OVERALL AREA: 115.5 ACRES
INTERIOR RIGHT OF WAY: 8.8 ACRES
INDIVIDUAL LOTS: 87.3 ACRES
COMMON AREA: 19.4 ACRES



THE CERTIFICATE OF RECORDING

Certification as to Recording

This is to certify that this plat has been recorded in Plat Book _____ of Fulton County
Recorded on _____ 20____
Clerk, Superior Court
Fulton County, Georgia

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

PREVIOUS PLAT RECORDINGS

- Final Plat for Stone Crest Estate. Prepared by Seiler & Associates, Inc. dated November 20, 2006, and last revised August 13, 2008. Recorded in Plat Book 340, Page 145 in the Office of the Fulton County Clerk of the Superior Court.
- Revised Final Plat, Stone Crest Estate, Lots 29, 30, 61 & 62. Recorded in Plat Book 446 Page 130 in the Office of the Fulton County Clerk of the Superior Court.

PURPOSE STATEMENT

- Combine lots 37 & 38 with the recently platted amenity center. The amenity center is situated on Lots 39 & 70 as shown on Plat Book 340, Page 145. Lots 37 & 38 will be designated as Common Area.
- Designate Lots 29 & 30 as Common Area.
- Create a separate parcel for the Fire Access Road.

OWNER'S ACKNOWLEDGEMENT:

STATE OF GEORGIA
CITY OF SOUTH FULTON
(COUNTY OF FULTON)

The owner of record of the land shown on this plat and whose name is subscribed thereto, in person or through a duly authorized agent, hereby acknowledges that this plat was made from an actual survey, dedicates to the public for use forever those water and sewer improvements constructed in accordance with this plat that are specifically labeled as dedicated to the public, and dedicates to the City of South Fulton, the complete ownership and use of all public streets and dedicated right-of-way specifically labeled as public streets and dedicated right-of-way, and dedicates to the use of the public forever the following:

Public Streets: 8.795 acres
Public Sewer Easements: 2.272 acres
Public Drainage Easements: 5.152 acres
Public Parks/Open Space: 19.411 acres

Typed Name of Subdivider Typed Name of Owner of Record

Signature of Subdivider Signature of Owner of Record

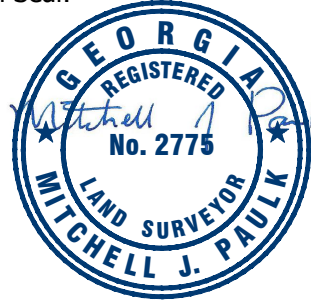
Date Date

All owners must sign the original document in a permanent type BLACK ink prior to submittal. (Ballpoint and felt pens are not acceptable)

LAND ENGINEERING
1601 S Zack Hinton Parkway
McDonough, Georgia 30253
T 678.814.4346, F 678.814.4348
www.land.engineering
GA COA LSF0946 / PEF6180

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICES, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION BY LAND ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO LAND ENGINEERING, INC. COPYRIGHT LAND ENGINEERING, INC. 2020

Professional Seal:



Notes:

Project Number: 1129-001
Drawn By: RMR
Date: 10/04/2022

Submittals:

No.	Date	Description

Revisions:

No.	Date	Description

Client / Prepared for:



LARRY CHUCCI
(404) 906-4363

Project Name:

STONE CREST ESTATE
SUBDIVISION
FINAL PLAT

Project Location:

WHITE MILL ROAD
Land Lot: 149 & 150
District: 7TH
Section:
City: SOUTH FULTON
County: FULTON
State: GEORGIA

Drawing Scale:

Sheet Title:

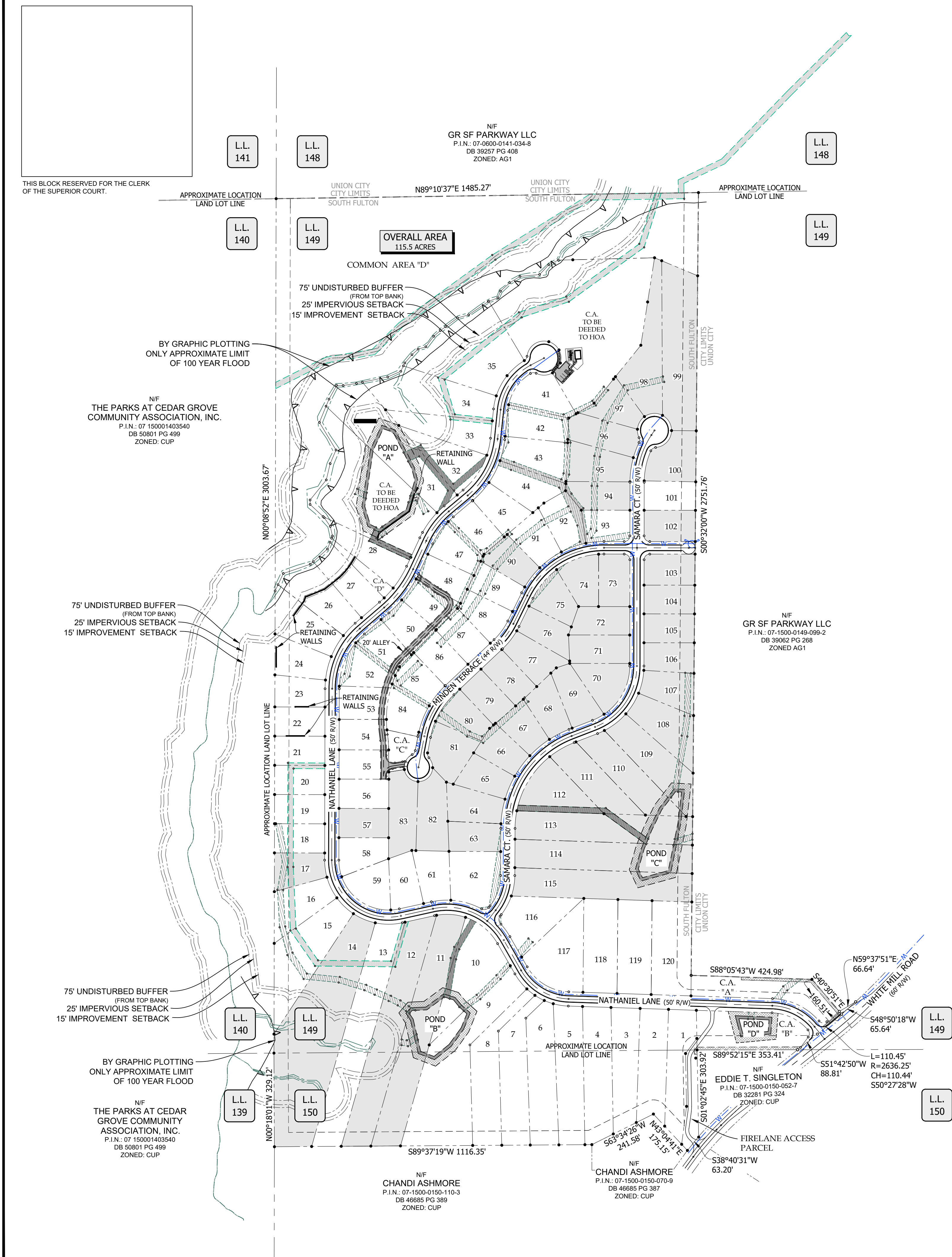
COVER
SHEET

Drawing Number: Total Sheets: Revision:

1

8

0



Parcel Table		
Parcel #	S.F.	Acre
1	34644	0.795
2	38733	0.889
3	38717	0.889
4	47088	1.081
5	47498	1.090
6	48177	1.106
7	46718	1.072
8	46613	1.070
9	103806	2.383
10	49781	1.143
11	84397	1.937
12	83150	1.909
13	81406	1.869
14	142781	3.278
15	54966	1.262
16	27366	0.628
17	19919	0.457
18	18124	0.416
19	18119	0.416
20	18115	0.416
21	18111	0.416
22	18106	0.416
23	18339	0.421
24	21612	0.496
25	30424	0.698
26	33242	0.763
27	25735	0.591
28	26509	0.609
C.A. TO BE DEEDED TO HOA	108103	2.482
31	67797	1.556
32	28658	0.658
33	29401	0.675
34	52906	1.215
35	73831	1.695
C.A. TO BE DEEDED TO HOA	188555	4.329
41	23040	0.529
42	21664	0.497
43	26413	0.606
44	25213	0.579
45	18938	0.435
46	18262	0.419
47	18683	0.429
49	18080	0.415
50	18000	0.413
51	18034	0.414
52	19280	0.443
53	19548	0.449
54	18258	0.419
55	17973	0.413
56	18000	0.413
57	18000	0.413
58	18566	0.426
59	19983	0.459
60	18835	0.432
61	20164	0.463
62	32114	0.737
63	18749	0.430
64	21976	0.505
65	18982	0.436
66	18289	0.420

Parcel Table		
Parcel #	S.F.	Acre
67	18011	0.413
68	20071	0.461
69	21225	0.487
70	22326	0.513
71	21325	0.490
72	19796	0.454
73	20222	0.464
74	19303	0.443
75	18653	0.428
76	18951	0.435
77	21256	0.488
78	18000	0.413
79	18002	0.413
80	18663	0.428
81	24313	0.558
82	28014	0.643
83	27853	0.639
84	18110	0.416
85	18001	0.413
86	18000	0.413
87	18000	0.413
88	18516	0.425
89	18258	0.419
90	18873	0.433
91	19691	0.452
92	21615	0.496
93	18005	0.413
94	20794	0.477
95	26671	0.612
96	24636	0.566
97	19496	0.448
98	43964	1.009
99	68724	1.578
100	26357	0.605
101	18417	0.423
102	19727	0.453
103	19429	0.446
104	18000	0.413
105	18000	0.413
106	18047	0.414
107	21395	0.491
108	32670	0.750
109	41821	0.960
110	38589	0.886
111	32670	0.750
112	32670	0.750
113	62316	1.431
114	62394	1.432
115	62632	1.438
116	33196	0.762
117	42874	0.984
118	39611	0.909
119	39611	0.909
120	46211	1.061
P/L	410	0.009
DB 335356 PG 649	743167	17.061
C.A. "D"	49044	1.126
C.A. "B"	40626	0.933
C.A. "A"	15447	0.355
FIRE LANE ACCESS	383126	8.795

Parcel Table		
Parcel #	S.F.	Acre
PUBLIC R/W	10847	0.249
C.A. "C"	15925	0.366
POND "D"	68564	1.574
POND "A"	48638	1.117
POND "C"	47086	1.081
POND "B"		

ABBREVIATIONS	
A.K.A	ALSO KNOWN AS
AE	ACCESS EASEMENT
C.A.	COMMON AREA
CTP	CRIMP TOP PIPE
DB	DEED BOOK
-E-	OVERHEAD ELECTRIC
D.E.	DRAINAGE EASEMENT
-G-	UNDERGROUND GAS LINE
L.L.	LAND LOT
L.S.	LANDSCAPE STRIP
N/F	NOW OR FORMERLY
N.T.S.	NOT TO SCALE
OTP	OPEN TOP PIPE
PB	PLAT BOOK
PG	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.I.N.	PARCEL IDENTIFICATION NUMBER
P/L	PROPERTY LINE
RB	REBAR
R/W	RIGHT OF WAY
SBL	SETBACK LINE
S.F.	SQUARE FEET
SS	SANITARY SEWER
SSE	SANITARY SEWER EASEMENT
-W-	UNDERGROUND WATER LINE

LEGEND	
●	IRON PIN FOUND
⊙	IRON PIN SET (5/8" REBAR)
○	CALCULATED POINT
⊕	RIGHT OF WAY MONUMENT
⊙	BENCHMARK
⊕	SANITARY SEWER MANHOLE
⊕	STORM DRAIN MANHOLE
⊕	DROP INLET
⊕	CATCH BASIN

HATCH LEGEND	
[Hatch Pattern]	DRAINAGE EASEMENT
[Hatch Pattern]	SANITARY SEWER EASEMENT
[Hatch Pattern]	ACCESS EASEMENT
[Hatch Pattern]	LANDSCAPE STRIP
[Hatch Pattern]	ACCESS, DRAINAGE & UTILITY EASEMENT
[Hatch Pattern]	ALREADY SOLD PROPERTIES PER PB 340, PG 145 & NOT PART OF RE-PLAT

LAND ENGINEERING
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811 Know what's below. Call before you dig. Dial 811.
PROTECTION CENTER
DIG SAFELY! 800-282-7411

Notes:

Project Number: 1129-001
Drawn By: RMR
Date: 10/04/2022

Submittals:		
No.	Date	Description

Revisions:		
No.	Date	Description

Client / Prepared for:
LGI HOMES

LARRY CHUCCI
(404) 906-4363

Project Name:
**STONE CREST ESTATE
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FINAL PLAT**

Project Location:
WHITE MILL ROAD
Land Lot: 149 & 150
District: 7TH
Section:
City: SOUTH FULTON
County: FULTON
State: GEORGIA

Drawing Scale:
0 200' 400'
Graphic Scale in Feet
1" = 200'

Sheet Title:
**OVERALL VIEW
SHEET**

Drawing Number: Total Sheets: Revision:

3 8 0

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		

3. The use of the Subject Property shall be used for the development of no more than one single-family detached dwelling units in general conformity with the Site Plan attached as Exhibit "A", subject to any modification required by the City of South Fulton's Land Development Department in order to be in conformity with the City's land development regulations.
2. The development standards shall be as follows:

Minimum Lot Area	7,500 sq. ft.
Minimum Lot Width	60 ft. on frontage or at the building setback line
Maximum Building Height	40 ft
Required Open Space	32,450 sq. ft.
Minimum Front Set Back	20 ft
Minimum Interior Side Set Back	5 ft
Minimum Side Corner Set Back	15 ft
Minimum Rear Set Back	20 ft
3. A 50ft undisturbed buffer shall be maintained along the northern and eastern exterior boundary lines, and along the Butner Road frontage.
4. No more than 1 exit/entrance on Butner Road.
5. No lot shall be allowed direct access from Butner Road
6. Each unit shall have a 2-car garage
7. Exterior facades should consist of a minimum of three sides brick. The rear façade shall be hardiplank, brick, stone or stucco or other masonry material. The use of vinyl and aluminum siding shall be strictly prohibited, except for architectural trim, soffits, or other similar details).
8. All undisturbed buffers, recreational areas, and other unbuildable spaces that is 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.
9. A subdivision monument sign shall be located at the entrance on Butner Road and shall be landscaped and maintained by the mandatory homeowner's association.
10. The Applicant agrees to restrict the floorplans to be made available to homebuyers within the proposed subdivision to the following (the "Plans"), a copy of which is attached hereto as Exhibit "B":

- Any additions to, or modification of, the Plans must be approved by the Director of the Community Development Department.

11. The Applicant agrees to offer to homebuyers within the subdivision certain structural options and upgrades, such as sunrooms and sitting rooms, that would enhance the square footage of the homes to be built, provided, however, nothing herein shall require any homebuyers to select any such structural options and/or upgrades, and the Applicant shall not be required to build any market or "spec" homes with any such structural options and/or upgrades.
12. A deceleration lane and left turn lane shall be required into the subdivision, subject to the review and approval of the City of South Fulton's Transportation Engineer. The deceleration lane shall be located on the subject property and shall not encroach upon the adjacent property.

TAMMI SADLER JONES
CITY MANAGER



SHAYLA REED
DIRECTOR
COMMUNITY DEVELOPMENT AND
REGULATORY AFFAIRS

TO: Michele Battle
Battle Law, P.C.
One West Court Square, Suite 750
Decatur, Georgia 30030

FROM: Planning & Zoning Division

SUBJECT: Z20-007 & CV20-002, o Butner Road

MEETING DATE: April 27, 2021

Dear Ms. Michele Battle:

This letter is to certify action taken by the City of South Fulton's Mayor and Council on April 27, 2021, where the Council voted to approve Z20-007 your request to rezone from R-3A (Single Family Dwelling District) to CUP (Community Unit Plan) with the following conditions:

1. Provide 5-foot staggered setbacks.
2. Provide an 8-foot fence and the executed agreement between Legend Oaks Subdivision residents and the builder.
3. Provide traffic calming mechanisms to be considered for installation inside the community.

The Council voted to approve CV21-002, a concurrent variance to allow construction of a retaining wall in a buffer area.

Should you have any questions, please feel free to contact our office.

Sincerely,


Shayla Reed
Director

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

NOTE:
PROPOSED WALLS IN COMMON AREA AND ON
LOTS 30-35 AND 49-51 ARE PERMITTED PER
MEMORANDUM DATED APRIL 27, 2021,

OWNER/DEVELOPER:
PULTE GROUP
2475 NORTHWINDS PKWY #600
ALPHARETTA, GA 30009
(770)381-3450

CONTRACTOR:
BRENT SCARBROUGH &
COMPANY, INC.
45 E. AVIATION WAY
NEWMAN, GA 30263
770-461-8603

24 HOUR CONTACT:
TIM POFF
770.616.2906

AS REQUIRED BY SUBSECTION (D) OF O.G.C.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. FURTHER, 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 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.G.C.A. SECTIONS 15-6-67, 15-6-68, 15-6-69, 15-6-70, 15-6-71, 15-6-72, 15-6-73, 15-6-74, 15-6-75, 15-6-76, 15-6-77, 15-6-78, 15-6-79, 15-6-80, 15-6-81, 15-6-82, 15-6-83, 15-6-84, 15-6-85, 15-6-86, 15-6-87, 15-6-88, 15-6-89, 15-6-90, 15-6-91, 15-6-92, 15-6-93, 15-6-94, 15-6-95, 15-6-96, 15-6-97, 15-6-98, 15-6-99, 15-6-100, 15-6-101, 15-6-102, 15-6-103, 15-6-104, 15-6-105, 15-6-106, 15-6-107, 15-6-108, 15-6-109, 15-6-110, 15-6-111, 15-6-112, 15-6-113, 15-6-114, 15-6-115, 15-6-116, 15-6-117, 15-6-118, 15-6-119, 15-6-120, 15-6-121, 15-6-122, 15-6-123, 15-6-124, 15-6-125, 15-6-126, 15-6-127, 15-6-128, 15-6-129, 15-6-130, 15-6-131, 15-6-132, 15-6-133, 15-6-134, 15-6-135, 15-6-136, 15-6-137, 15-6-138, 15-6-139, 15-6-140, 15-6-141, 15-6-142, 15-6-143, 15-6-144, 15-6-145, 15-6-146, 15-6-147, 15-6-148, 15-6-149, 15-6-150, 15-6-151, 15-6-152, 15-6-153, 15-6-154, 15-6-155, 15-6-156, 15-6-157, 15-6-158, 15-6-159, 15-6-160, 15-6-161, 15-6-162, 15-6-163, 15-6-164, 15-6-165, 15-6-166, 15-6-167, 15-6-168, 15-6-169, 15-6-170, 15-6-171, 15-6-172, 15-6-173, 15-6-174, 15-6-175, 15-6-176, 15-6-177, 15-6-178, 15-6-179, 15-6-180, 15-6-181, 15-6-182, 15-6-183, 15-6-184, 15-6-185, 15-6-186, 15-6-187, 15-6-188, 15-6-189, 15-6-190, 15-6-191, 15-6-192, 15-6-193, 15-6-194, 15-6-195, 15-6-196, 15-6-197, 15-6-198, 15-6-199, 15-6-200, 15-6-201, 15-6-202, 15-6-203, 15-6-204, 15-6-205, 15-6-206, 15-6-207, 15-6-208, 15-6-209, 15-6-210, 15-6-211, 15-6-212, 15-6-213, 15-6-214, 15-6-215, 15-6-216, 15-6-217, 15-6-218, 15-6-219, 15-6-220, 15-6-221, 15-6-222, 15-6-223, 15-6-224, 15-6-225, 15-6-226, 15-6-227, 15-6-228, 15-6-229, 15-6-230, 15-6-231, 15-6-232, 15-6-233, 15-6-234, 15-6-235, 15-6-236, 15-6-237, 15-6-238, 15-6-239, 15-6-240, 15-6-241, 15-6-242, 15-6-243, 15-6-244, 15-6-245, 15-6-246, 15-6-247, 15-6-248, 15-6-249, 15-6-250, 15-6-251, 15-6-252, 15-6-253, 15-6-254, 15-6-255, 15-6-256, 15-6-257, 15-6-258, 15-6-259, 15-6-260, 15-6-261, 15-6-262, 15-6-263, 15-6-264, 15-6-265, 15-6-266, 15-6-267, 15-6-268, 15-6-269, 15-6-270, 15-6-271, 15-6-272, 15-6-273, 15-6-274, 15-6-275, 15-6-276, 15-6-277, 15-6-278, 15-6-279, 15-6-280, 15-6-281, 15-6-282, 15-6-283, 15-6-284, 15-6-285, 15-6-286, 15-6-287, 15-6-288, 15-6-289, 15-6-290, 15-6-291, 15-6-292, 15-6-293, 15-6-294, 15-6-295, 15-6-296, 15-6-297, 15-6-298, 15-6-299, 15-6-300, 15-6-301, 15-6-302, 15-6-303, 15-6-304, 15-6-305, 15-6-306, 15-6-307, 15-6-308, 15-6-309, 15-6-310, 15-6-311, 15-6-312, 15-6-313, 15-6-314, 15-6-315, 15-6-316, 15-6-317, 15-6-318, 15-6-319, 15-6-320, 15-6-321, 15-6-322, 15-6-323, 15-6-324, 15-6-325, 15-6-326, 15-6-327, 15-6-328, 15-6-329, 15-6-330, 15-6-331, 15-6-332, 15-6-333, 15-6-334, 15-6-335, 15-6-336, 15-6-337, 15-6-338, 15-6-339, 15-6-340, 15-6-341, 15-6-342, 15-6-343, 15-6-344, 15-6-345, 15-6-346, 15-6-347, 15-6-348, 15-6-349, 15-6-350, 15-6-351, 15-6-352, 15-6-353, 15-6-354, 15-6-355, 15-6-356, 15-6-357, 15-6-358, 15-6-359, 15-6-360, 15-6-361, 15-6-362, 15-6-363, 15-6-364, 15-6-365, 15-6-366, 15-6-367, 15-6-368, 15-6-369, 15-6-370, 15-6-371, 15-6-372, 15-6-373, 15-6-374, 15-6-375, 15-6-376, 15-6-377, 15-6-378, 15-6-379, 15-6-380, 15-6-381, 15-6-382, 15-6-383, 15-6-384, 15-6-385, 15-6-386, 15-6-387, 15-6-388, 15-6-389, 15-6-390, 15-6-391, 15-6-392, 15-6-393, 15-6-394, 15-6-395, 15-6-396, 15-6-397, 15-6-398, 15-6-399, 15-6-400, 15-6-401, 15-6-402, 15-6-403, 15-6-404, 15-6-405, 15-6-406, 15-6-407, 15-6-408, 15-6-409, 15-6-410, 15-6-411, 15-6-412, 15-6-413, 15-6-414, 15-6-415, 15-6-416, 15-6-417, 15-6-418, 15-6-419, 15-6-420, 15-6-421, 15-6-422, 15-6-423, 15-6-424, 15-6-425, 15-6-426, 15-6-427, 15-6-428, 15-6-429, 15-6-430, 15-6-431, 15-6-432, 15-6-433, 15-6-434, 15-6-435, 15-6-436, 15-6-437, 15-6-438, 15-6-439, 15-6-440, 15-6-441, 15-6-442, 15-6-443, 15-6-444, 15-6-445, 15-6-446, 15-6-447, 15-6-448, 15-6-449, 15-6-450, 15-6-451, 15-6-452, 15-6-453, 15-6-454, 15-6-455, 15-6-456, 15-6-457, 15-6-4

JASON A. HOPKINS
GEORGIA REGISTERED LAND SURVEYOR NO. 3215



AS SURVEYOR FOR
GASKINS + LECRAW, INC

PREPARED IN THE OFFICE OF



**GASKINS
+ LECRAW**
© 2023 GASKINS + LECRAW, INC.
3475 CORPORATE WAY
SUITE A
DULUTH, GA 30096
PHONE - 678.546.8100
FAX - 770.441.0298
www.gaskinslecrow.com
LSF001371

REVISIONS

[illegible]

PROJECT

BRIAR CREEK

BUTNER RD
LAND LOT 126, 14TH DISTRICT CITY OF SOUTH FULTON,
FULTON COUNTY, GEORGIA

CLIENT

PULTE GROUP

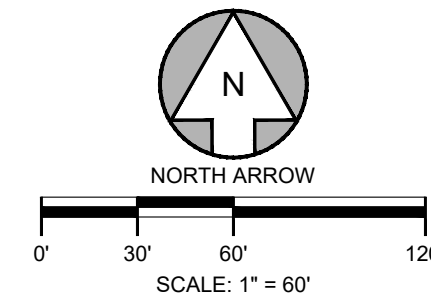
2475 NORTHWINDS PKWY #600
ALPHARETTA, GA 30009

CALL BEFORE YOU DIG



Know what's below.
Call before you dig.

SCALE & NORTH ARROW:



SURVEY INFO

DRAWN BY:	DE
REVIEWED BY:	JAN
FIELD DATE:	8-4-2
OFFICE DATE:	8-7-2
JOB #:	210605

FINAL PLAT

2 OF 5

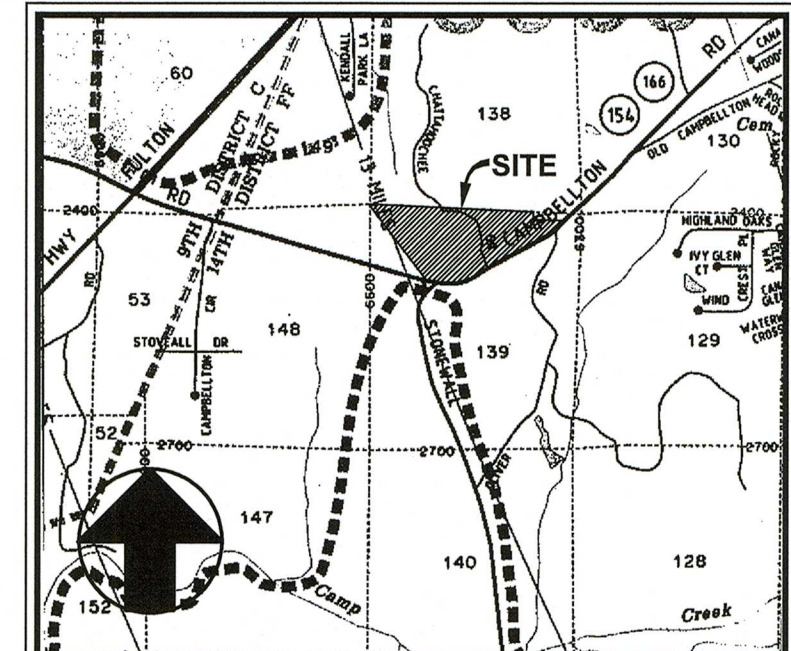
City of South Fulton Agenda Item Summary



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
Sandtown Falls
Phase 2

Chattahoochee Drive Southwest
City of South Fulton - Land Lot 139 - 14F District - Fulton County - Georgia
CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA, 30331
FULTON COUNTY PROJECT NUMBER: 20S-026WR
ZONING: TR CONDITIONL, ZONING CASE2008Z-0023SFC
TAX PARCEL NO: 14F0139 LL0240



THIS BOX RESERVED FOR
THE CLERK OF THE
SUPERIOR COURT

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 HERETO, IN PERSON, OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS FINAL 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.

PUBLIC STREETS: 3.446 ACRES
PUBLIC SEWER EASEMENTS: 0.368 ACRES
PUBLIC DRAINAGE EASEMENTS: 0 ACRES
PUBLIC PARKS/OPEN SPACE: 0 ACRES

Stonewall Tell Home Builders, INC. Stonewall Tell Home Builders, INC.
TYPED NAME OF SUBDIVIDER TYPED NAME OF OWNER OF RECORD
Signature of Subdivider Signature of Owner of Record
DATE 8/3/23 DATE 8/3/23

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS CERTIFICATE OF ACCEPTANCE:

I CERTIFY THAT THIS DEVELOPMENT HAS COMPLIED WITH THE APPLICABLE POTABLE WATER REQUIREMENTS AND SANITARY SEWER REQUIREMENTS OF FULTON COUNTY AS OF THE FOLLOWING DATE. ANY REVISIONS TO THIS DOCUMENT AFTER THE DATE BELOW THAT MAY AFFECT THE WATER AND/OR SEWER SYSTEMS PRESENTED HEREON SHALL VOID THIS APPROVAL.

APPROVED THIS _____ DAY OF _____, 20____.

SIGNATURE _____
PRINTED NAME AND TITLE _____

CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE UNDER MY SUPERVISION AND IS A TRUE REPRESENTATION OF THE LAND SURVEYED. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 232,746 FEET, AND AN ANGULAR ERROR OF 1" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE METHOD. ANGULAR AND LINEAR MEASUREMENTS WERE MADE USING A LEICA TS-15 ROBOTIC TOTAL STATION. A PORTION OF THIS SURVEY WAS PERFORMED USING LEICA GS 15 GPS RECEIVERS WITH NETWORK ADJUSTED REAL TIME KINEMATIC MEASUREMENTS REFERENCED TO THE EGPS NETWORK. THE GPS SURVEY INCLUDED REDUNDANT MEASUREMENTS WITH POSITIONAL ACCURACY BETTER THAN 0.07'. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 451,469 FEET.

FIELD SURVEY WAS COMPLETED ON MARCH 12, 2021.

Travis N. Pruitt, Jr. DATE 8/7/23
Georgia Reg. Land Surveyor No. 2809
For the Firm Travis Pruitt & Associates, Inc.

FULTON COUNTY DEPARTMENT OF HEALTH AND WELLNESS
ENVIRONMENTAL HEALTH SERVICES

This subdivision, as shown, is approved 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

(X) Public Water Supply Individual Meter(s)
() Individual Water Supply

Service Requirements- S/D Type
Type "A"
() Type "B"

SEWAGE DISPOSAL

(X) Public Sanitary
() Individual Onsite Sewage

Service Requirements- S/D Type
Type "A" () Type "C"
() Type "B" () Type "D"

8/2/2023 Date
Fulton County Department of Health and Wellness
Revision Date Fulton County Department of Health and Wellness

Certification as to Recording

This is to certify that this plat has been recorded in Plat Book _____ of Fulton County
Recorded on _____, 20____.
Clerk, Superior Court
Fulton County, Georgia

FIRE NOTES

1. APPLICABLE CODES: NFPA 101 Life Safety Code (LSC); 2018 Ed.; Rules and regulations for the State Minimum Fire Safety Standards; Chap. 120-3-3 Modifications; 2020 Ed.; Georgia Accessibility Code 120-3-20A; 2010 Ed.; International Fire Code (IFC); 2018 Ed.; International Building Code (IBC); 2018 Ed.
2. Fire hydrants shall be spaced no more than 500 ft. apart with additional hydrants located as necessary to comply with the requirements of the International Fire Code and Appendices as adopted by the city and approved by the Fire Marshal, City of Johns Creek Development Regulations; Sect. 12.3.5 (b)
3. All curbs shall be of mountable design.
4. Provide temporary street name signs at each street intersection when construction of new roadways allows passage of vehicles. Signs shall be post mounted and placed at a minimum of 5 feet above grade to the bottom of the sign. The lettering shall be a minimum of 4 inches in height on a contrasting background. They shall be maintained until replaced by permanent signs. IFC; Chap. 5; Sect 505.2.1; 2018 Ed.
5. During construction and for permanent access roadways shall be 20 ft. in width with a clear height of 13'6" IFC; Chap. 5; Sect 505.2.1; 2018 Ed.
6. During construction and for permanent access, roadways constructed of an all weather surface, such as asphalt, concrete, chip seal (oil matting), or similar materials, capable of supporting 75,000 pounds, gross axle weight, shall be provided. IFC; Chap. 5; Sect. 505.2.3; 2018 Ed.

SIGHT DISTANCE NOTE:

THIS PROJECT IS DESIGNED WITH ADEQUATE INTERSECTION SIGHT DISTANCE FOR ROADWAYS APPROACHING A MINOR OR MAJOR THOROUGHFARE. THE REGULATED SPEED LIMIT ON STATE BRIDGE ROAD IS 45 MPH. THE SIGHT DISTANCE FOR THE PROPOSED DRIVE IS IN EXCESS OF 560 FT. IN THE RIGHT DIRECTION AND IN EXCESS OF 530 FT. IN THE LEFT DIRECTION ALONG EXISTING STATE BRIDGE ROAD. THE SIGHT DISTANCE CRITERIA ARE BASED ON THE TIME REQUIRED FOR A VEHICLE TO MAKE A LEFT TURN FROM A STOP-CONTROLLED APPROACH (CASE B1) AS PER GUIDELINES OF AASHTO "A POLICY ON GEOMETRIC DESIGNS OF HIGHWAYS AND STREETS," 4TH EDITION, 2004, (EXHIBIT 9-55). THE LINE OF SIGHT ESTABLISHES THE BOUNDARY OF A SIGHT TRIANGLE, WITHIN WHICH THERE SHOULD BE NO SIGHT OBSTRUCTION.

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 SOUTH FULTON ZONING RESOLUTION, CONDITIONS OF ZONING, AND THE SOUTH FULTON SUBDIVISION REGULATIONS, AS AMENDED.

FOR THE DIRECTOR, COMMUNITY AND REGULATOR AFFAIRS DATE _____

Covenants and Restrictions for Sandtown Falls are recorded in Deed Book _____, page _____, Fulton County Records.

Maintenance Agreements for Sandtown Falls are recorded in Deed Book _____, page _____, Fulton County Records.

OWNER / SUBDIVIDER

STONEWALL TELL HOME BUILDERS, INC.

4062 PEACHTREE RD. NE, STE. D#277
ATLANTA, GA 30319
(770) 519-1668

24 HOUR EMERGENCY CONTACT
BRAD HUGHES
(770) 519-1668

Sheet Index

SHEET NO.	DESCRIPTION
1	COVER
2	NOTES
3	ZONING
4-5	TABLE DATA
6	OVERALL SITE PLAN
7-9	FINAL PLAT

SURVEYOR CERTIFICATIONS

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.

Travis Pruitt, Jr. DATE 8/7/23
TRAVIS N. PRUITT JR. GA RLS NO. 2809

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Travis Pruitt & Associates, Inc.

THESE DRAWINGS AND THEIR REPRODUCTIONS ARE THE PROPERTY OF THE SURVEYOR AND MAY NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS SURVEYOR.

NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			
8			

REVISIONS



4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-6759
www.travispruitt.com

Contact Person: John Merder
Certificate of Authorization Number 613



For The Firm
Travis Pruitt & Associates, Inc.



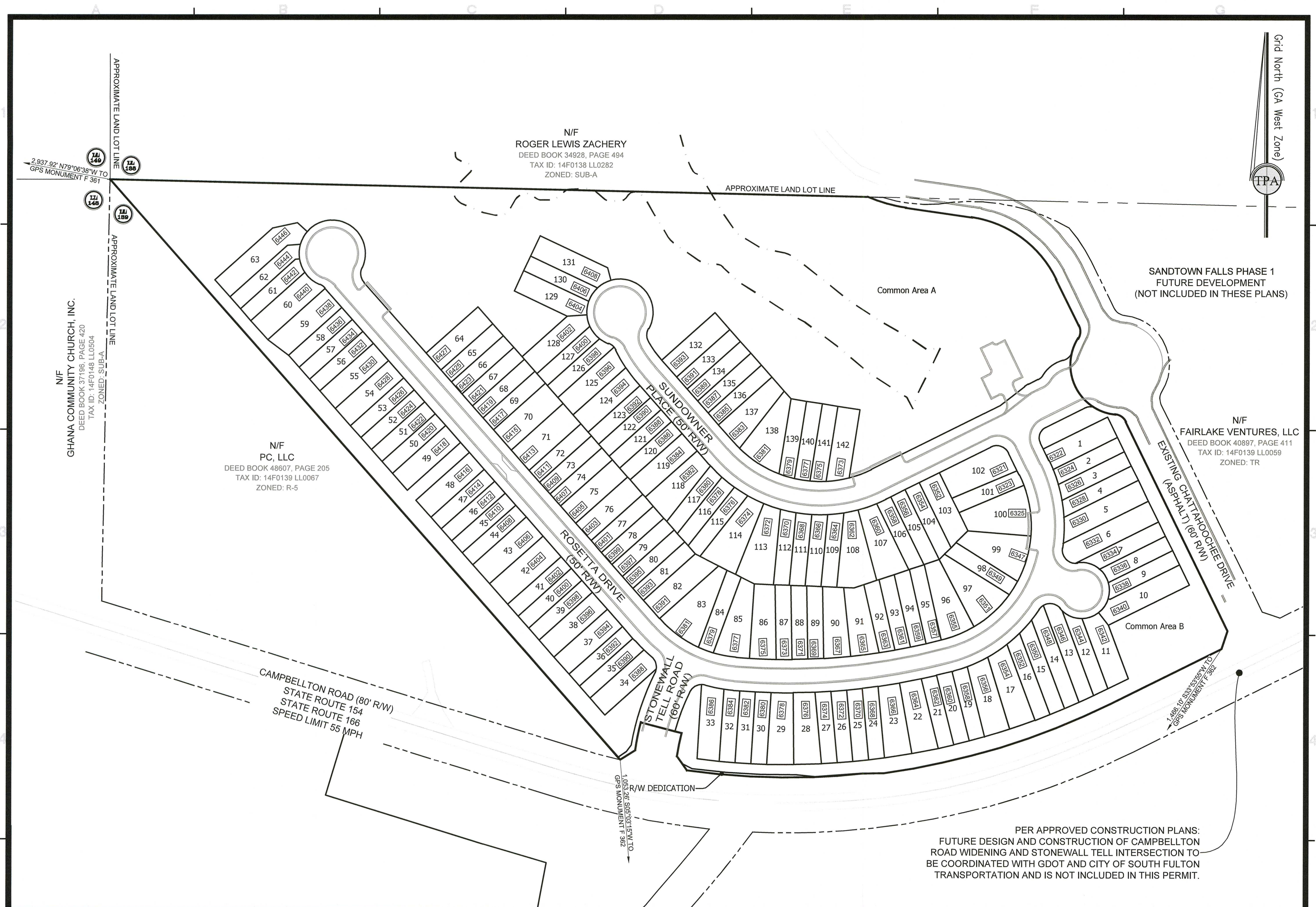
Cover
Sandtown Falls
Phase 2

Chattahoochee Drive Southwest

City of South Fulton - Land Lot 139 - 14F District - Fulton County - Georgia

This survey was prepared in conformity with The 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.

DATE: 03/31/2023
SCALE: N/A
LSV: COVER
GN: 1-20-0130 FP
JN: 1-20-0130
FN: 116-C-3200
SHEET 1 OF 9



NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			
8			

REVISIONS

Travis Pruitt & Associates, Inc.
4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-6759
www.travispruitt.com
Contact Person: John Merder
Certificate of Authorization Number 613

GEORGIA PROFESSIONAL SURVEYOR
No. 2809
Travis N. Pruitt, Jr.
For The Firm
Travis Pruitt & Associates, Inc.

GEORGIA REGISTERED PROFESSIONAL ENGINEER
No. 25942
John Kendrick Merder

Overall Site Plan
Sandtown Falls
Phase 2
Chattahoochee Drive Southwest
City of South Fulton - Land Lot 139 - 14F District - Fulton County - Georgia

DATE: 03/31/2023
SCALE: 1" = 100'
LSV: OVERALL SITE PLAN
CN: 1-20-0130 FP
JN: 1-20-0130
FN: 116-0-3200
SHEET 6 OF 9

TRACT "A":

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 58 AND 59 OF THE 14TH PP DISTRICT OF FULTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LAND LOT 59 A DISTANCE OF 306.34 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LAND LOT 59, SAID POINT ALSO BEING LOCATED AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD RIGHT-OF-WAY AND THE EAST LINE OF LAND LOT 59; THENCE SOUTHWESTERLY ALONG THE NORTHERN, RIGHT-OF-WAY LINE OF THE SAID CSX RAILROAD RIGHT-OF-WAY AND FOLLOWING THE CURVATURE OF SAID RIGHT-OF-WAY A DISTANCE OF 174.00 FEET TO A POINT LOCATED ON THE WEST LINE OF LAND LOT 59; THENCE SOUTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CSX RAILROAD RIGHT-OF-WAY AND THE WEST LINE OF LAND LOT 59; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF LAND LOT 59 AND CROSSING A 1/2 INCH REBAR EASEMENT A DISTANCE OF 336.92 FEET TO A 1/2 INCH REBAR; SAID 1/2 INCH REBAR BEING LOCATED AT THE INTERSECTION OF THE NORTHERLY SIDE OF A 100 FOOT CSX RAILROAD EASEMENT AND THE WEST LINE OF LAND LOT 59; THENCE NORTH 74 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF LAND LOT 59; THENCE FORESAID 100 FOOT EASEMENT A DISTANCE OF 1104.01 FEET TO A 1/2 INCH REBAR SET ON THE WESTERNLY SIDE OF A GEORGIA POWER COMPANY EASEMENT; THENCE NORTH 26 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WESTERLY SIDE OF THE FOREMENTIONED GEORGIA POWER COMPANY EASEMENT A DISTANCE OF 734.31 FEET TO A 1/2 INCH REBAR ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BAKERS FERRY ROAD; THENCE NORTHEASTERLY ON THE SOUTHERN RIGHT-OF-WAY LINE OF BAKERS FERRY ROAD A DISTANCE OF 370.72 FEET TO A NAIL AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF BAKERS FERRY ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF BOULDER PARK DRIVE; THENCE SOUTH-EASTERLY AND EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF BOULDER PARK DRIVE A DISTANCE OF 1018.78 FEET TO A 1/2 INCH REBAR, WHICH IS LOCATED 660.00 FEET FROM THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF BOULDER PARK DRIVE AND THE EAST LINE OF LAND LOT 59; THENCE SOUTHERLY 00 DEGREES 20 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF LAND LOT 59 A DISTANCE OF 660.00 FEET TO THE EAST LINE OF LAND LOT 59; THENCE SOUTH 00 DEGREES 21 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF LAND LOT 59 A DISTANCE OF 1915.31 FEET TO A POINT BEGINNING; COURSES AND DISTANCES ARE SHOWN AS TRACT "A" CONTAINING 107.161 ACRES ON A BOUNDARY SURVEY FOR TECHNOPLUS, INC., DATED MARCH 7, 1990 MADE BY PEARSON & ASSOCIATES, INC.

LESS AND EXCEPT FROM THE ABOVE-DESCRIBED PROPERTY THE PROPERTY ACQUIRED BY THE AMERICAN LEGION BY DEED RECORDED IN DEED BOOK 2882, PAGE 156, FULTON COUNTY, GEORGIA RECORDS;

TRACT "B":

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 59 OF THE 14TH PP DISTRICT OF FULTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF LAND LOT 59 AND RUN NORTH 00 DEGREES 04 MINUTES 07 SECONDS EAST ALONG THE WEST LINE OF LAND LOT 59 A DISTANCE OF 429.00 FEET TO THE POINT OF BEGINNING; RUN THENCE NORTH 00 DEGREES 40 MINUTES 27 SECONDS EAST ALONG THE SOUTHERLY SIDE OF A 100 FOOT CSX RAILROAD RIGHT-OF-WAY A DISTANCE OF 803.09 FEET TO A POINT; THENCE RUNNING NORTH 08 DEGREES 57 MINUTES 42 SECONDS WEST AND CROSSING THE HERE-MENTIONED 100 FOOT EASEMENT A DISTANCE OF 689.70 FEET TO A 1/2 INCH REBAR; THENCE NORTH 17 DEGREES 46 MINUTES 28 SECONDS EAST ALONG THE SOUTHERLY SIDE OF THE CSX RAILROAD 100 FOOT RIGHT-OF-WAY; THENCE SOUTHEASTERLY ALONG THE SOUTHERN LINE OF THE 150 FOOT CSX RAILROAD RIGHT-OF-WAY DISTANCE OF 648.33 FEET TO A 1/2 INCH REBAR LOCATED AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE 150 FOOT CSX RAILROAD RIGHT-OF-WAY AND THE NORTHERLY SIDE OF THE 100 FOOT CSX RAILROAD RIGHT-OF-WAY; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF THE 100 FOOT CSX RAILROAD RIGHT-OF-WAY A DISTANCE OF 748.03 FEET TO THE POINT OF BEGINNING; COURSE AND DISTANCES ARE SHOWN AS TRACT "B" CONTAINING 4.368 ACRES ON A BOUNDARY SURVEY FOR TECHNOPLUS, INC., DATED MARCH 7, 1990 MADE BY PEARSON & ASSOCIATES, INC.

TRACT "C":

AL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 59 OT THE 24TH R DISTRICT OF FULTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF LAND LOT 39 AND RUN NORTH 00 DEGREES 04 MINUTES 07 SECONDS EAST ALONG THE WEST LINE OF LAND LOT 39 A DISTANCE OF 429.00 FEET TO THE POINT OF BEGINNING; RUN THENCE NORTH 00 DEGREES 40 MINUTES 27 SECONDS EAST ALONG THE SOUTHERLY SIDE OF LAND LOT 39, A DISTANCE OF 25.23 FEET TO A 1/2 INCH REBAR ON THE SOUTHERLY SIDE OF THE CSX RAILROAD 100 FOOT RIGHT-OF-WAY; THENCE NORTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID REBAR A DISTANCE OF 1018.78 FEET TO A 1/2 INCH REBAR LOCATED AT THE INTERSECTION OF THE SOUTHERLY SIDE OF THE CSX RAILROAD 100 FOOT RIGHT-OF-WAY AND THE SOUTHERLY SIDE OF THE CSX RAILROAD 150 FOOT RIGHT-OF-WAY (SAID REBAR BEING HEREAFTER DESIGNATED AS TRAVERSE POINT "A"); THENCE SOUTHWESTERLY ALONG THE WEST LINE OF LAND LOT 39 A DISTANCE OF 201.8 FEET, MORE OR LESS, TO THE CENTERLINE AT UTUO CREEK; THENCE WESTERLY, SOUTHWESTERLY, SOUTHERLY, SOUTH-EASTERLY, SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG THE CENTER LINE OF UTUO CREEK AND FOLL 16G THE MEANDERINGS THEREOF A DISTANCE OF 1092.8 FEET, MORE OR LESS, THENCE LEAVING SAID CREEK AND RUNNING SOUTH 03 DEGREES 15 MINUTES 59 SECONDS NEAR A DISTANCE OF 403.77 FEET TO A POINT; THENCE SOUTH 17 DEGREES 19 MINUTES 09 SECONDS WEST REFERRED TO AS TRAVERSE POINT "B"; (THE TRAVERSE LINES FROM TRAVERSE POINT A TO TRAVERSE POINT B RUN AS FOLLOWS: SOUTH 89 DEGREES 00 MINUTES 10 SECONDS WEST A DISTANCE OF 181.63 FEET TO A POINT; THENCE SOUTH 53 MINUTES 16 SECONDS WEST A DISTANCE OF 101.00 FEET TO A POINT; THENCE SOUTH 53 MINUTES 16 SECONDS WEST A DISTANCE OF 355.40 FEET TO TRAVERSE POINT B); THENCE FROM TRAVERSE POINT B RUN SOUTH 89 DEGREES 16 MINUTES 59 SECONDS WEST A DISTANCE OF 549.77 FEET TO THE POINT OF BEGINNING; COURSE AND DISTANCES ARE SHOWN AS TRACT "C" CONTAINING 10.744 ACRES ON A BOUNDARY SURVEY FOR TECHNOPLUS, INC., DATED MARCH 7, 1990 MADE BY PEARSON & ASSOCIATES, INC.

TRACT "D":

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 59 OF THE 14TH PP DISTRICT OF FULTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PROPERTY IS CURRENTLY ZONED: "M-2" HEAVY INDUSTRIAL		
ITEM	REQUIRED	NOTES:
PERMITTED USE	DOCUMENT STORAGE AND WAREHOUSING	BECAUSE THERE MAY BE A NEED FOR INTERPRETATION OF THE APPLICABLE ZONING CODES, WE REFER YOU TO FULTON COUNTY FOR ZONING LAWS AND APPLICABLE CODES.
MIN. LOT AREA	N/A	
MIN. LOT WIDTH	N/A	
MIN. LOT FRONTAGE	35'	
MAX. BLDG COVERAGE		ZONING PROVIDED BY: BLEW AND ASSOCIATES, P.A. 3825 NORTH SHILOH DRIVE, FAYETTEVILLE, AR 72723
MIN. SETBACKS FRONT	40'	REPORT DATE: 05/25/202
SETBACKS STREET SIDE	NONE	BLEW PROJECT NUMBER: 23-3861 01
MIN. SETBACKS SIDE	NONE	VERIFIED PER CITY OF SOUTH FULTON
MIN. SETBACKS REAR	NONE	
MAX. BUILDING HEIGHT	100' OR 8 STORIES	
PARKING REGULAR	N/A	
PARKING HANDICAP	N/A	
PARKING TOTAL	N/A	
PARKING INFORMATION: PARKING SPACE FORMULA 3 PER 1,000 SQ. FT. TO 250,000 SQ. FT.; 2.8 PER 1,000 SQ. FT. ALL EXCEEDING 250,000 SQ. FT.		

ALL THAT TRACT LOT 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 58 AND 59 OF THE 14TH FF DISTRICT OF FULTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SET MAG-NAIL WITH WASHER MARKED "BLEW & ASSOC GA COA LSP001258", SAID MAG-NAIL BEING SITUATED AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF BAKERS FERRY ROAD (A 60 PUBLIC RIGHT-OF-WAY) AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BOULDER PARK DRIVE (A 50 PUBLIC RIGHT-OF-WAY), THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING THREE (3) CALLS:

1. S87°44'26"W A DISTANCE OF 256.85 FEET,
2. WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 191.24 FEET, WITH A RADIUS OF 381.99 FEET, WITH A CHORD BEARING OF S73°30'24"W, WITH A CHORD LENGTH OF 189.25 FEET,
3. S59°09'51"W A DISTANCE OF 138.89 FEET TO THE POINT OF BEGINNING.

THENCE DEPARTING SAID RIGHT-OF-WAY LINE S24°45'58"E A DISTANCE OF 994.80 FEET;
THENCE S31°45'08"W A DISTANCE OF 651.12 FEET;
THENCE S02°00'03"W A DISTANCE OF 295.44 FEET TO THE NORTHERLY RIGHT-WAY LINE OF ATLANTIC COASTLINE RAILROAD (A 150 FOOT PUBLIC RIGHT-OF-WAY).

THENCE ALONG THE NORTHERLY LINE THEREOF THE FOLLOWING TWO (2) CALLS:

1. WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 461.88 FEET, WITH A RADIUS OF 1985.08 FEET, WITH A CHORD BEARING OF N60°08'08"W, WITH A CHORD LENGTH OF 460.84 FEET,
2. N68°46'17"W A DISTANCE OF 633.83 FEET TO A FOUND 1/2" REBAR.

THENCE DEPARTING SAID RIGHT-OF-WAY LINE N01°33'57"E A DISTANCE OF 336.67 FEET TO A FOUND 1/2" REBAR;
THENCE N67°11'49"E A DISTANCE OF 565.90 FEET TO A FOUND 1/2" REBAR AND CONTINUING, FOR A TOTAL DISTANCE OF 1104.00 FEET TO A FOUND 1/2" REBAR;
THENCE N24°46'20"W A DISTANCE OF 733.92 FEET TO A FOUND 1/2" REBAR LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BAKERS FERRY ROAD;

THENCE ALONG THE SOUTHERLY LINE THEREOF N87°44'26"E A DISTANCE OF 146.55 FEET TO THE POINT OF BEGINNING, CONTAINING 931.494 SQUARE FEET OR 21.384 ACRES, MORE OR LESS.

PROPOSED LOT 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 58 AND 59 OF THE 14TH FF DISTRICT OF FULTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET MAG-NAIL WITH WASHER MARKED "BLEW & ASSOC GA COA LSP001258", SAID MAG-NAIL BEING SITUATED AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF BAKERS FERRY ROAD (A 60 FOOT PUBLIC RIGHT-OF-WAY) AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BOULDER PARK DRIVE (A 50 FOOT PUBLIC RIGHT-OF-WAY), THENCE ALONG THE SOUTHWESTERLY LINE THEREOF THE FOLLOWING FIVE (5) CALLS:

1. WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 189.83 FEET, WITH A RADIUS OF 2891.45 FEET, WITH A CHORD BEARING OF S63°15'58"E, WITH A CHORD LENGTH OF 189.80 FEET,
2. WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 159.61 FEET, WITH A RADIUS OF 454.03 FEET, WITH A CHORD BEARING OF S51°34'32"E, WITH A CHORD LENGTH OF 158.79 FEET,
3. S36°56'50"E A DISTANCE OF 135.77 FEET TO A SET 5/8" REBAR WITH CAP MARKED "BLEW & ASSOC, GA LSP001258";
THENCE DEPARTING TO THE LEFT WITH AN ARC LENGTH OF 253.64 FEET, WITH A RADIUS OF 297.72 FEET, WITH A CHORD BEARING OF S58°28'46"E, WITH A CHORD LENGTH OF 246.04 FEET TO A SET 5/8" REBAR WITH CAP MARKED "BLEW & ASSOC, GA LSP001258";
5. S38°06'00"E A DISTANCE OF 266.26 FEET TO A SET 5/8" REBAR WITH CAP MARKED "BLEW & ASSOC, GA LSP001258"

THENCE DEPARTING SAID RIGHT-OF-WAY LINE S01°37'09"W A DISTANCE OF 660.00 FEET TO A SET 5/8" REBAR WITH CAP MARKED "BLEW & ASSOC, GA LSP001258";
THENCE S88°57'22"E A DISTANCE OF 660.00 FEET TO A FOUND 3/4" IRON PIPE;
THENCE S01°37'11"W A DISTANCE OF 1457.31 FEET TO A SET 5/8" REBAR WITH CAP MARKED "BLEW & ASSOC, GA LSP001258";
THENCE S01°37'11"W A DISTANCE OF 462.99 FEET TO A SET 5/8" REBAR WITH CAP MARKED "BLEW & ASSOC, GA LSP001258" LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE ATLANTIC COASTLINE RAILROAD (A 150 FOOT PRIVATE RIGHT-OF-WAY).

THENCE ALONG THE NORTHERLY LINE THEREOF THE FOLLOWING FIVE (5) CALLS:

1. WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 658.02 FEET, WITH A RADIUS OF 1973.95 FEET, WITH A CHORD BEARING OF N73°54'13"W, WITH A CHORD LENGTH OF 655.96 FEET,
2. N64°23'08"W A DISTANCE OF 376.78 FEET,
3. WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 391.21 FEET, WITH A RADIUS OF 1357.69 FEET, WITH A CHORD BEARING OF N55°44'37"W, WITH A CHORD LENGTH OF 389.85 FEET,
4. N47°29'07"W A DISTANCE OF 648.55 FEET,
5. WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 207.79 FEET, WITH A RADIUS OF 1985.08 FEET, WITH A CHORD BEARING OF N50°29'16"W, WITH A CHORD LENGTH OF 207.70 FEET.

THENCE DEPARTING SAID RIGHT-OF-WAY LINE N02°00'03"E A DISTANCE OF 295.44 FEET;
THENCE N31°45'08"E A DISTANCE OF 651.12 FEET;
THENCE N24°45'58"W A DISTANCE OF 994.80 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BAKERS FERRY ROAD.

THENCE ALONG THE SOUTHERLY LINE THEREOF THE FOLLOWING THREE (3) CALLS:

1. N87°44'26"E A DISTANCE OF 256.85 FEET,
2. WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 191.24 FEET, WITH A RADIUS OF 381.99 FEET, WITH A CHORD BEARING OF S73°30'24"W, WITH A CHORD LENGTH OF 189.25 FEET,
3. S59°09'51"W A DISTANCE OF 138.89 FEET TO THE POINT OF BEGINNING.

PLEASE NOTE THAT A CERTIFICATE OF OCCUPANCY HOLD MAY BE PLACED ON YOUR SUBMITTED SITE PLAN. A BUILDING PERMIT TO VERIFY THAT YOU HAVE COMPLIED WITH YOUR SUBMITTED SITE PLAN. A SITE INSPECTION MAY BE REQUIRED.

DH-A	SITE PLAN IS REQUIRED SHOWING BUILDING AND LANDSCAPE LOCATION WITH DIMENSIONS OF THE LOT. SHOW ALL STRUCTURES, SETBACKS, EASEMENTS SPECIMEN TREES, BUFFERS, AND PUBLIC INFRASTRUCTURE.
DH-B	SITE PLAN IS REQUIRED SHOWING EXISTING AND PROPOSED CONTOUR GRADES, EROSION CONTROL MEASURES. ITEMS IN A AND B ABOVE. A REGISTERED LICENSED PROFESSIONAL ENGINEER, LICENSED LANDSCAPE ARCHITECT OR REGISTERED SURVEYOR MUST SIGN AND SEAL THE PLANS.
DH-C	SITE PLAN IS REQUIRED SHOWING MINIMUM FINISHED FLOOR ELEVATION, IRF ELEVATION AND CONTOUR LINE, 25' AND 100' VERTICAL PLANS OF THE DETENTION FACILITY, TOP OF BANKS FOR STREAMS, DRAINAGE DITCH AND ITEMS FOR DH-A HOLDS AS STATED ABOVE. A FINAL ELEVATION CERTIFICATE MUST BE COMPLETED BY THE PROPERTY OWNER OR REPRESENTATIVE AND SUBMITTED TO THE COUNTY BUILDING PERMIT DIVISION AT THE TIME THE LOWEST FLOOR/FIRST FLOOR FINISH ELEVATION (LEVEL) IS ESTABLISHED, PRIOR TO FURTHER CONSTRUCTION OF THE BUILDING.

THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH BASED ON EAST PROPERTY LINE.
THE BEARING IS DENOTED AS S 50°37'11" PER GPS COORDINATE OBSERVATIONS GEORGIA
STATE PLANE, WEST ZONE NAD83.
LATITUDE = N 33°44'40.0967"
LONGITUDE = W 84°32'05.8537"
CONVERGENCE ANGLE = N 00°12'16.5055" E

N/F: ASTON INVESTMENT CORP
0 BAKERS FERRY ROAD SW
APN: 14F0058 LL0262, 14F005800010153,
14F0059 LL0170, 14F0059 LL0188
TOTAL AREA: 4,663,534 ± SQUARE FEET, OR 107,060 ± ACRES

1. DEED BOOK 17785, PAGE 94.

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, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR DAMAGE TO PROPERTY OR PERSONS 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 PROTECTION OF THE CITY OF SOUTH FULTON FROM FLOODING DAMAGE TO PROPERTY OR PERSONS. THE CITY OF SOUTH FULTON, AS WATERCROSSLERS AS ESTABLISHED BY THESE REGULATIONS AND THE DIRECTOR OF COMMUNITY DEVELOPMENT SERVICES, SAID DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE ON THE PROPERTY OF THE CITY OF SOUTH FULTON, INCLUDING BUT NOT LIMITED TO, EXISTING 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 PERSONS. THE CITY OF SOUTH FULTON, AS WATERCROSSLERS AS ESTABLISHED BY THESE REGULATIONS, SHALL NOT BE CONSTRUED AS CONSTITUTING MAINTENANCE OBLIGATION ON THE PART OF THE CITY OF SOUTH FULTON, NOR AN ABRIGATION OF THE CITY OF SOUTH FULTON'S OBLIGATION TO MAINTAIN THE PROPERTY OF THE OWNERS OF THE PROPERTY OR THE LANDS THAT GENERATED THE CONDITIONS.

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

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

3. some FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

4. DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF, UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

5. COMPLETED FIELD WORK MAY BE MAY 19, 2023.

6. THE DISTANCES SHOWN HEREON ARE UNITS OF GROUND MEASUREMENT.

7. THE NEAREST INTERSECTING STREET IS THE INTERSECTION OF BAKERS FERRY ROAD SW AND BOULDER PARK DRIVE SW, WHICH ABUTS THE NORTH CORNER OF THE SUBJECT PROPERTY.

8. THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO BAKERS FERRY ROAD SW AND BOULDER PARK DRIVE SW, BEING A PUBLICLY DEDICATED RIGHT-OF-WAY.

9. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

10. NO SURVEYOR OR ANY OTHER PERSON OTHER THAN A LICENSED GEORGIA ATTORNEY MAY PROVIDE LEGAL ADVICE CONCERNING THE STATUS OF TITLE TO THE PROPERTY DESCRIBED IN THIS SURVEY ("THE SUBJECT PROPERTY"). THE PURPOSE OF THIS SURVEY, AND THE COMMENTS RELATED TO THE SCHEDULE B(1) EXCEPTIONS, IS ONLY TO STATE THE LOCATION OF THE SURVEYED PROPERTY AND PHYSICAL OBSTRUCTIONS IN RELATION THERETO, TO THE EXTENT THAT THE SURVEY INDICATES THAT THE LEGAL INSTRUMENT "AFFECTS" THE SUBJECT PROPERTY. SUCH STATEMENT IS ONLY INTENDED TO INDICATE THAT PROPERTY BOUNDARIES INCLUDED IN SUCH INSTRUMENT INCLUDE SOME OR ALL OF THE SUBJECT PROPERTY. THE SURVEYOR DOES NOT PURPORT TO DESCRIBE HOW SUCH INSTRUMENT AFFECTS THE SUBJECT PROPERTY OR THE ENFORCEABILITY OR LEGAL CONSEQUENCES OF SUCH INSTRUMENT.

11. NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS WERE TAKEN FROM FULTON COUNTY GIS.

12. THE SUBJECT PROPERTY SHOWN HEREON FORMS A MATHEMATICALLY CLOSED FIGURE AND IS CONTIGUOUS WITH THE ADJOINING PUBLIC RIGHT-OF-WAY AND/OR ADJOINING PARCELS WITH NO GAPS OR OVERLAPS.

13. OWNER/SUBDIVIDER INFORMATION: ASTON INVESTMENT CORP
ADDRESS: 7011 ORCHARD LAKE DR., STE. 100, WEST BLOOMFIELD, MI 48322

14. 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.

15. DISTANCES SHOWN ON THE PLAT SHALL BE HORIZONTAL.

16. NO DEVELOPMENT IS PERMITTED WITHIN THE 75' STREAM BUFFER, FROM 75' TO 100' OF THE EDGE OF STREAM, GRADING IS PERMITTED BUT NO IMPERVIOUS COVER IS ALLOWED.

17. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 119,399 FEET.

18. THE FULL SCOPE OF THE SURVEY WAS PERFORMED USING GPS EQUIPMENT.

19. CARLSON BRX7 - GPS WITH DUAL FREQUENCY RECEIVERS WERE USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

20. THE TYPE OF GPS SURVEY PERFORMED WAS REAL TIME KINEMATIC (RTK).

21. WATER SERVICE PROVIDED BY FULTON COUNTY.

22. WASTEWATER SERVICE PROVIDED BY FULTON COUNTY.

THIS SUBDIVISION, AS SHOWN, IS APPROVED UPON THE CONDITION THAT SEWAGE DISPOSAL AND WATER SUPPLY FACILITIES ARE IN COMPLIANCE WITH CHAPTER 34, ARTICLES II AND XI, 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 SEWAGE
SERVICE REQUIREMENTS – S/D TYPE () TYPE "A" () TYPE "B"	SERVICE REQUIREMENTS – S/D TYPE () TYPE "A" () TYPE "C" () TYPE "B" () TYPE "D"
DATE	FULTON COUNTY HEALTH DEPARTMENT
REVISION DATE	FULTON COUNTY HEALTH DEPARTMENT

THE DIRECTOR OF THE COMMUNITY AND REGULATORY AFFAIRS DEPARTMENT OF THE CITY OF SOUTH FULTON, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE SOUTH FULTON ZONING RESOLUTION, CONDITIONS OF ZONING, AND THE SOUTH FULTON SUBDIVISION REGULATIONS, AS AMENDED.

THE INTERMEDIATE REGIONAL FLOOD (I.R.F.) AREAS SHOWN HEREON WERE DETERMINED BY THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE AFFIXED HERETO. THE CITY OF SOUTHLAND DOES NOT WARRANT THE ACCURACY OF THE I.R.F. AREAS SHOWN HEREON. THE CITY OF SOUTHLAND DOES NOT IMPLY THAT LAND OUTSIDE THE AREAS OF FLOOD HAZARD SHOWN, WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. FURTHER, THE CITY OF SOUTHLAND DOES NOT BY MAINTAINING THIS PLAN, NOR ACCEPTING THE PUBLIC WORKS THEREIN, ASSUME RESPONSIBILITY FOR THE FLOOD PROTECTION OF ANY LOT OR PARCEL OF LAND. 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 LOT OR PARCEL OF LAND, WHICH IS LOCATED WITHIN THE I.R.F. AREAS SHOWN HEREON, 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. THE CITY OF SOUTHLAND DOES NOT WARRANT THE ACCURACY OF THE I.R.F. AREAS SHOWN. THE CITY OF SOUTHLAND IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

(STATE OF GEORGIA)
(CITY OF SOUTH FULTON)
(FULTON COUNTY)

THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAN AND WHOSE NAME IS SUBSCRIBED THERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY ACKNOWLEDGES THAT THIS PLAN WAS MADE FROM AN ACTUAL SURVEY, DEDICATES TO THE PUBLIC FOR USE FOREVER THOSE WATER AND SEWER IMPROVEMENTS CONSTRUCTED IN ACCORDANCE WITH THIS PLAN 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:

"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.

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

DATE	REVISION HISTORY	E

NOT TO SCALE

BAKER'S FERRY RD SW

BOULDER PARK DR SW

SITE

SITE

SITE

SITE

N
W
E
S

**FLOOD INSURANCE RATE MAP
FULTON COUNTY,
GEORGIA
AND INCORPORATED AREAS**

PANEL 331 OF 490
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

<u>COMMUNITY</u>	<u>NUMBER</u>	<u>PANEL</u>	<u>SUFFIX</u>
ATLANTA, CITY OF	135157	0331	F
FULTON COUNTY	135160	0331	F

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

 **MAP NUMBER**
13121C0331R
MAP REVISED
SEPTEMBER 18, 2013
Federal Emergency Management Agency

ACCORDING TO THE F.I.R.M. OF FULTON COUNTY, PANEL NUMBER 13121C0327F, DATED SEPTEMBER 18, 2013, A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA.

0 BAKERS FERRY ROAD SW
SOUTH FULTON, GEORGIA 30331

FULTON COUNTY

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1(M)	381.99'	191.24'	189.25'	S 73°30'24" W	28°41'05"
C2(M)	381.99'	191.24'	189.25'	S 73°30'18" W	-
C3(M)	2891.45'	189.83'	189.83'	S 73°15'58" E	3°45'42"
C4(M)	2891.45'	189.83'	189.83'	S 63°16'04" E	-
C3(M)	454.03'	159.61'	158.79'	S 51°34'32" E	20°08'31"
C3(M)	454.03'	159.61'	158.79'	S 51°34'38" E	-
C4(M)	1753.95'	659.02'	655.96'	S 73°54'13" E	19°07'43"
C4(M)	1753.95'	659.02'	655.96'	S 55°09'19" E	-
C5(M)	1357.69'	391.21'	389.86'	S 55°44'37" E	16°30'34"
C5(M)	1357.69'	391.21'	389.86'	S 55°44'43" E	-
C6(M)	1985.08'	669.67'	666.50'	S 57°09'12" E	19°19'44"
C6(M)	1985.08'	669.67'	666.50'	S 57°09'18" E	-
C7(M)	2123.95'	721.15'	717.69'	S 74°04'08" E	19°27'14"
C7(M)	2123.95'	721.15'	717.69'	S 74°04'14" E	-
C8(M)	1507.69'	367.15'	366.24'	S 57°01'21" W	13°57'09"
C8(M)	1507.69'	367.15'	366.24'	N 57°01'21" W	-
C9(M)	1507.69'	67.83'	67.82'	S 45°46'40" E	2°34'39"
C9(M)	1507.69'	67.83'	67.82'	S 48°46'46" E	-
C10(M)	1835.08'	584.48'	582.01'	N 57°41'35" W	18°14'56"
C10(M)	1835.08'	584.48'	582.01'	N 57°41'41" W	-
C11(M)	735.08'	678.15'	654.36'	S 54°03'23" E	52°51'32"
C11(M)	735.08'	678.15'	654.36'	S 54°04'17" W	-
C12(M)	656.08'	801.54'	752.62'	N 58°23'19" E	69°59'57"
C13(M)	297.72'	253.64'	246.04'	S 58°28'46" E	48°48'46"
C13(M)	297.72'	253.65'	246.04'	S 58°28'52" E	-
C14(M)	1985.08'	451.88'	450.84'	S 59°08'08" E	13°19'53"
C15(M)	1985.08'	207.79'	207.70'	S 50°29'16" E	05°59'51"

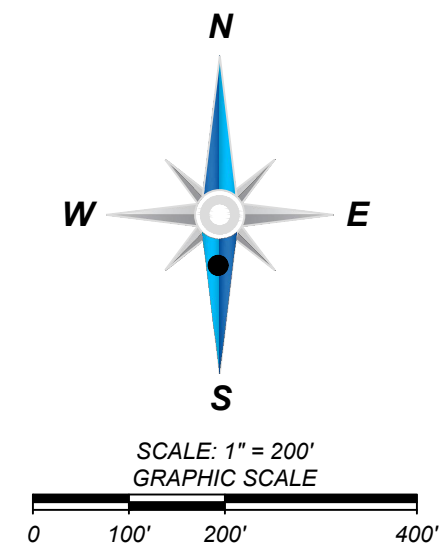
LINE	BEARING	DISTANCE
1.(M)	S 5°09'51"W	138.69'
2.(M)	S 5°09'45"W	138.89'
12.(M)	S 66°56'50"E	135.77'
13.(M)	S 66°56'50"E	135.77'
14.(M)	N 28°28'34"W	135.75'
13.(M)	N 32°28'40"W	135.75'
14.(M)	S 88°06'05"E	133.05'
14.(M)	S 88°06'11"E	133.05'
15.(M)	N 88°06'01"W	266.28'
16.(M)	S 88°06'01"W	266.28'
16.(M)	S 01°53'41"W	150.88'
16.(M)	S 01°53'35"W	150.88'
17.(M)	N 88°44'55"W	151.88'
17.(M)	N 88°45'01"W	151.88'
18.(M)	S 88°32'42"W	90.00'
18.(M)	S 88°32'36"W	90.00'
19.(M)	S 79°48'06"W	223.86'
19.(M)	S 79°48'00"W	223.86'
110.(M)	N 61°12'35"E	93.49'
110.(M)	N 61°12'29"E	93.49'
111.(M)	N 41°09'31"W	93.33'
111.(M)	N 41°09'31"W	93.33'
112.(M)	S 29°21'42"W	96.90'
112.(M)	S 29°21'36"W	96.90'
113.(M)	N 30°06'25"W	117.59'
113.(M)	N 30°06'31"W	117.59'
114.(M)	S 44°49'43"E	77.35'
114.(M)	S 44°49'49"E	77.35'
115.(M)	S 28°03'00"W	74.43'
115.(M)	S 28°02'54"W	74.43'
116.(M)	S 58°58'36"W	130.81'
116.(M)	S 58°58'30"W	130.81'
117.(M)	S 81°51'37"W	90.44'
117.(M)	S 81°51'31"W	90.44'
118.(M)	S 01°34'44"W	25.23'
118.(M)	S 01°34'38"W	25.23'
119.(M)	S 42°05'15"W	72.12'
119.(M)	S 42°05'10"W	72.12'
120.(M)	S 66°46'39"E	121.46'
120.(M)	S 66°46'45"E	121.46'
121.(M)	S 47°09'33"E	130.16'
121.(M)	S 47°09'39"E	130.16'
122.(M)	S 47°35'17"E	108.19'
122.(M)	S 47°35'17"E	108.19'
123.(M)	S 47°35'11"E	194.34'
123.(M)	S 47°35'17"E	194.34'
124.(M)	S 47°38'52"E	249.45'
124.(M)	S 47°38'58"E	249.45'
125.(M)	N 21°45'44"W	10.44'
125.(M)	N 21°45'44"W	10.44'

3554 SQ. FEET ±
0.082 ACRES ±

C73

L25

N/F
JEROME BUTLER AMERICAN LEGION
POST 291
4588 BOULDER PARK DR SW
ATLANTA GA 30331
APN: 14F0059 LL0030



	FOUND MONUMENT AS NOTED
	SET MONUMENT AS NOTED
	COMPUTED POINT
	BOUNDARY LINE
	EASEMENT LINE
	RIGHT-OF-WAY LINE
	CENTERLINE
	FENCE LINE
	OVERHEAD POWER LINE
	LIGHT
	SANITARY MANHOLE
	WATER METER
	WATER VALVE
	STORM MANHOLE
	POINT OF BEGINNING
	FIBER OPTIC VAULT
	SETBACK LINE

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

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Approval of IGA with City of Atlanta Watershed Management - Danforth Road Sidewalk Project.

DATE: August 22, 2023

SUBJECT: Request Approval of IGA with City of Atlanta Watershed Management - Danforth Road Sidewalk Project.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
T-260 Danforth Road_IGA (COA Signed)	Cover Memo	8/19/2023

INTERGOVERNMENTAL AGREEMENT

**BY AND BETWEEN
CITY OF SOUTH FULTON, GEORGIA
AND
THE CITY OF ATLANTA, GEORGIA**

T-260 DANFORTH ROAD SIDEWALK PROJECT



Atlanta, Georgia

**Andre Dickens
Mayor
City of Atlanta**

**Mikita K. Browning
Commissioner
Department of Watershed Management**

**Nariman Mirai
Interim Deputy Commissioner
Office of Engineering Services**

INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement"), is entered into as of the ____ day of _____, 20__, by and between the **City of South Fulton, Georgia**, a municipal corporation of the State of Georgia, referred to herein as ("Project Sponsor") and the **City of Atlanta, Georgia**, ("Atlanta") a municipal corporation of the State of Georgia, by and through the City of Atlanta's Department of Watershed Management ("DWM") (collectively, "Project Sponsor" and "Atlanta" may be referred to herein as "Parties" or individually as "Party"). ***Project T-260 (PBI 900) Danforth Road Sidewalk Project*** referred to herein as ("Project").

WHEREAS, the Project Sponsor has agreed to participate in the Project for the purpose of the following scopes:

PBI 900 Danforth Road Sidewalk Project

The project scope includes the installation of 5' wide concrete ADA (Americans with Disabilities Act) compliant sidewalks. Additional improvements include curb and gutter, drainage, and pedestrian lighting on both sides of Danforth Road from Rehoboth Circle to Cascade Road. The approximate length of the project is 0.8 mile.

WHEREAS, the Project Sponsor is responsible for, among other things, competitively procuring a contractor for constructing the Project; entering into a contract with the selected contractor ("Construction Contract"); securing all necessary rights of way for the Project; and resolving all utility conflicts affecting the Project; and

WHEREAS, DWM has existing water facilities ("Facilities") that conflict with the Project that must be relocated, and/or adjusted to accommodate the Project. DWM's scope of work includes adjusting/relocating/replacing: 10 LF of ¾-inch water service line; fourteen (14) water meter boxes; three (3) water valve boxes; four (4) fire hydrants and other appurtenances to accommodate the sidewalk project.

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement that allows the Project Sponsor to include the construction work for installation, relocation and/or adjustment of the Facilities needed to accommodate the Project in accordance with Atlanta's designs, standards and specifications; and

WHEREAS, Atlanta has agreed to participate in the design and construction costs in connection with the installation, relocation and/or adjustment of the Facilities to accommodate the Project, which will also include making certain necessary improvements and upgrades to the Facilities desired by DWM ("DWM Improvements"); and the DWM Improvements will be included as part of the Project and constructed by the competitively selected contractor for the Project; and

WHEREAS, Atlanta will provide to the Project Sponsor, at Atlanta's expense and prior to the solicitation for the Project, the final design drawings, plans and specifications for the construction of the DWM Improvements and such design drawings, plans and specifications will be made part of the bidding package and construction plans for the Project, in accordance with this Agreement ("DWM Improvement Plans"); and

WHEREAS, Atlanta has further agreed to contribute to the Project Costs (as defined below in Section 1.1 and described in Sections 1.2.1 through 1.2.5) for the construction of the DWM Improvements and, as such, desires to enter into this Agreement with the Project Sponsor for the purpose of defining the terms and conditions as between the Parties for Atlanta's contribution to the Project Costs for the construction of the DWM Improvements, which costs are estimated not to exceed Thirty-One Thousand, Forty-Eight Dollars and Fifty-One Cents (\$31,048.51); and

WHEREAS, the Constitution of the State of Georgia authorizes intergovernmental agreements whereby governmental entities may contract with one another "for joint services, for the provision of services, or for joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga Const. Art. IX, Sec. III, Par. I; and

WHEREAS, Atlanta has determined that participation in the Project Costs, pursuant to this Agreement, is in its best interests and will, among other things, reduce and/or eliminate costs associated with erosion and sedimentation control measures, mobilization and traffic control; and

WHEREAS, subject to the terms and conditions set forth herein, the Parties have agreed to execute this Agreement, defining the terms and conditions of the Parties related to the Facilities and the DWM Improvements and Atlanta's contribution of the Project Costs.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of TEN AND 00/100 DOLLARS (\$10.00) and the mutual agreements and covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

Section 1. Atlanta Contribution.

1.1. **Atlanta Authority.** Atlanta hereby acknowledges and agrees that pursuant to Resolution No. **22-R-4193** the Mayor is authorized to execute this Agreement. Furthermore, pursuant to **22-R-4193** and this Agreement, Atlanta is authorized to and shall contribute an amount not to exceed Thirty-One Thousand, Forty-Eight Dollars and Fifty-One Cents (\$31,048.51); ("Project Costs") for the DWM Improvements to the Project Sponsor for the purpose of funding the DWM Improvements, in accordance with the terms and conditions of this Agreement ("DWM Contribution").

1.2. **Payment.** Atlanta agrees to and shall pay the Project Sponsor 100% of the DWM Contribution, in the total amount not to exceed Thirty-One Thousand, Forty-Eight Dollars and Fifty-One Cents (\$31,048.51)

; estimated by Atlanta, within sixty (60) days of receipt of an invoice from the Project Sponsor. For purposes of this Agreement, "Project Costs" shall include the following costs described in Sections 1.2.1 through 1.2.5 associated with the construction, oversight, and management of the DWM Improvements, but shall not include such costs generally associated with the Project and not related to the DWM Improvements:

1.2.1. Costs of labor, materials, bond premiums (payment and performance bonds), permit fees, impact fees, approval fees, license fees, inspection fees, certification fees, easement costs, utilities,

equipment (acquired or rented), applicable governmental permits, environmental site assessments, hazardous material removal, environmental mitigation and remediation and similar items incorporated into, consumed in the construction of the DWM Improvements or necessary for the construction of the DWM Improvements and compliance with this Agreement and any related site or landscaping work incorporated in or related to the DWM Improvements, including but not limited to all costs incurred by the Project Sponsor;

1.2.2. Consulting, construction management, design and engineering fees and expenses paid or incurred for outside consultants, designer and engineers in connection with the construction of the DWM Improvements, including any needed borings, soil analysis or other geotechnical services that are required outside of the DWM Plans;

1.2.3. Tree recompense or tree ordinance compliance expenses, if any;

1.2.4. Cost for the acquisition of temporary construction easements and permanent easement on which the subject improvements shall be constructed (if any); and

1.2.5. Costs for all surveys, plats, environmental assessment and environmental site restoration and mitigation, title work, title insurance policies, attorneys' fees for closing and other costs and all other costs associated with acquiring the rights of way needed for the DWM Improvements, and after completion of the DWM Improvements, conveying such rights of way to Atlanta.

1.3. Project Costs Overruns. Atlanta shall not be responsible for any Project Costs that exceed the amount specified in Section 1.2, unless Atlanta provides prior approval of any such cost overruns. The Project Sponsor shall promptly notify Atlanta of any anticipated cost overruns or notifications received by the Project Sponsor associated with unforeseen conditions or changes that affect the DWM Improvements prior to performing work associated with such cost overruns. Atlanta shall, within thirty (30) days after receiving such notice, notify the Project Sponsor whether the costs overruns are approved or disapproved. The Project Sponsor has the authority to not proceed with the work associated with said cost overruns until Atlanta has provided the required approval. If the costs overruns are not approved, the Project Sponsor is not required to perform the work associated with said cost overruns. No changes in the DWM Improvement Plans may be made without Atlanta's approval.

1.4. Project Costs Underruns. Atlanta shall not be responsible for the total estimated Project Costs amount specified in Section 1.2 if the actual Project Costs for the DWM Improvements are less than the estimated Project Costs amount specified in Section 1.2.

1.5. Final Accounting. Within thirty (30) days from Dedication and Acceptance of the DWM Improvements, as defined in Section 6, the Project Sponsor shall submit a revised invoice to Atlanta that represents a final accounting of the actual Project Costs, including any approved Project Costs Overruns, as defined in Section 1.3, and any Project Costs Underruns, as defined in Section 1.4. If the amount of the actual Project Costs is greater than the projected Project Costs, if approved by Atlanta, Atlanta shall, within ninety (90) days of receipt of the revised invoice, remit payment to the Project Sponsor for the difference. If the amount of the actual Project Costs is less than the projected Project Costs, the Project Sponsor shall, within ninety (90) days of sending the revised invoice, remit payment to Atlanta for the difference.

Section 2. Atlanta's Obligations.

2.1. General Obligation. Atlanta shall design the installation, relocation and/or adjustment of its Facilities in accordance with the terms and conditions of this Agreement and all applicable local, state and federal laws, regulations, policies and standards. The cost of such DWM Improvement Plans will be the sole responsibility of Atlanta. DWM Improvement Plans shall be delivered to the Project Sponsor upon execution of this Agreement and prior to the Project Sponsor advertising the Project for bidding.

2.2. Plan Design. The DWM Improvement Plans shall provide for installation, relocation and/or adjustment of the Facilities in accordance with the Georgia Department of Transportation's standard pay items and procedures for including such items in the Project Agreements.

Section 3. Project Sponsor's Obligations.

3.1. General Obligation. The Project Sponsor shall construct or cause, through its contractors, to construct the DWM Improvements in accordance with the DWM Improvement Plans, the terms and conditions of this Agreement and all applicable local, state and federal laws, regulations, policies and standards.

3.2 Construction Contract. If the parties agree that a Construction Contract is applicable, the Project Sponsor shall provide a copy of the Construction Contract, and any proposed change orders, modifications, or amendments to the Construction Contract, to Atlanta for review and approval (as it pertains to the DWM Improvements), prior to executing the Construction Contract, change order, modification, or amendment (as the case may be).

3.3. Permits, approvals, licenses, inspection and certifications, fees. The Project Sponsor shall be responsible for obtaining all permits, licenses, certifications, and inspections, necessary for the construction of the DWM Improvements.

3.4. Construction of the Project.

3.4.1. If any proposed construction and/or land disturbance activities will occur in or around rights of way owned, accessed or maintained by Atlanta, the Project Sponsor, if applicable to the project, will seek the necessary approval and/or permits. Accordingly, and subject to a relevant permit being issued by Atlanta, through the Atlanta Department of Transportation, Atlanta hereby consents to and authorizes the Project Sponsor, its agents, representatives, and contractors a right of entry onto rights of way owned and maintained by Atlanta for the purpose of constructing the DWM Improvements, which work shall be performed in accordance with this Agreement and the DWM Improvement Plans. The Project Sponsor agrees that this right to use Atlanta's rights of way shall be non-exclusive and temporary and shall terminate upon the completion of the DWM Improvements and shall be and is subject to any existing agreements of record that Atlanta has with any third party, including a public utility.

3.4.2. The Project Sponsor shall acquire all permanent and temporary easements, rights of access or other interests necessary to complete the construction of the DWM Project (if any). Upon the completion of the DWM Project and upon the dedication and Final Acceptance of the DWM Improvements, as defined below, Project Sponsors shall dedicate and assign all permanent easements to Atlanta for the DWM Improvements.

~~3.4.3. The construction of the DWM Improvements shall be completed lien free, in a good workmanlike manner, free of material defects and in compliance with the requirements of all applicable federal, state and local permits, ordinances, building codes, procedures, rules, and regulations and in substantial conformity with the DWM Improvement Plans and this Agreement.~~

3.4.4. The Project Sponsor shall cause the repair of any damage to any of the Facilities, any public or private utilities, or any private property caused by or related to Project Sponsor's construction activities or take appropriate measures in the event that such activities are a threat to the public health, safety or welfare, including without limitation, dangers or threats to persons or real and personal property within the limits of the DWM Improvements.

3.4.5. The Project Sponsor shall require that any and all contractors, subcontractors or suppliers comply with the applicable provisions of federal, state and local safety laws; perform work in a good workmanlike manner; and take all measures necessary in an effort to prevent accidents, damages, injury or loss to persons and property in the construction of the DWM Improvements.

Section 4. Bonds, Insurance and Indemnification.

4.1. Bonds and Insurance. The Project Sponsor shall ensure that its contractors or subcontractors for the construction for the DWM Improvements provide performance and payment bonds for 100% of the costs of the DWM Improvements. Additionally, the Project Sponsor shall cause the contractor for the Project to maintain a policy of general liability insurance, which names Atlanta as an additional insured. Prior to the Project Sponsor issuing a notice to proceed for the construction of the DWM Improvements, the Project Sponsor shall provide a copy of said bonds and a certificate of insurance for all applicable insurance policies.

4.2. Indemnification. The Project Sponsor shall insert terms in the Construction Contract for the Project that requires the Project contractor to indemnify and hold harmless Atlanta, its agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent and/or wrongful conduct, acts or omissions of the Contractor, subcontractor or its agents, employees and/or assigns in the performance of the DWM Improvements ("Indemnification Obligation"). The Indemnification Obligation shall not be waived or reduced because Atlanta approved, required modification of or did not require modification of any plan, calculation or specification submitted by or on behalf of the Project Sponsor concerning or relating to the construction of the DWM Improvements. The obligations to indemnify and/or hold harmless shall not extend to the Architect-Engineer, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications or Contract Documents, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents, or employees providing such giving or failure to give is the primary cause of the injury or damage.

4.3. Relevant Agreements. The Project Sponsor shall provide Atlanta with copies of all relevant agreements, bonds and insurance certificates evidencing compliance with Section 4 of this Agreement prior to and as a condition of commencement of work on the DWM Improvements.

Section 5. Inspection and Maintenance of Records.

5.1. Inspection. Atlanta shall have the right to visit and inspect, monitor and evaluate the DWM Improvements work at any time to ensure that the work is performed in accordance with the terms of this Agreement, including without limitation, providing an onsite inspector to monitor the daily work. The cost of any visits or inspections by Atlanta will be the responsibility of Atlanta. At any time Atlanta determines that construction is resulting in materially defective work, Atlanta shall provide notice to the Project Sponsor, and the Project Sponsor shall immediately cause to remedy, at the Project Sponsor's expense, any such identified defects as directed by Atlanta. The Project Sponsor agrees to notify Atlanta when all DWM Improvements work is complete and ready for final inspection and invite Atlanta to attend the final inspection or provide a corrections list to the Project Sponsor prior to the final inspection.

5.2. Records. The Project Sponsor shall, and the Project Sponsor shall cause the Project contractor to, keep records, books, correspondence, instructions, drawings, receipts, vouchers, and other documents related to the construction of the Project ("Records"). Such Records shall be kept in good order and in conformance with generally accepted accounting principles. The Project Sponsor shall maintain the Records for a minimum period of four (4) years after the completion of the DWM Improvements. The Project Sponsor shall provide access to Atlanta upon request to all Records for inspection, review, analysis, and, if deemed necessary and appropriate, for an audit at Atlanta's expense.

Section 6. Facilities Maintenance, Acceptance and Dedication.

6.1. Maintenance. After award and execution for the construction of the Project Agreement, Atlanta will continue to maintain its Facilities until the DWM Improvements work begins on any segment; and once the DWM Improvements work begins, the Project Sponsor will be responsible for the maintenance and operation of the DWM Improvements until such time as the DWM Improvements are Accepted by Atlanta, in accordance with Section 6.3.

6.2. Dedication. Upon completion of the DWM Improvements in accordance with this Agreement, the Project Sponsor shall notify Atlanta of its intent to dedicate the DWM Improvements and all applicable permanent easements (if any) to Atlanta.

6.3. Acceptance. Atlanta shall accept the dedication of the DWM Improvements in writing and conditioned upon the following:

6.3.1. The Project Sponsor completes the DWM Improvements in accordance with the DWM Improvement Plans;

6.3.2. The Project Sponsor provides certified as-built drawings of the completed DWM Improvements, as approved by Atlanta; such approval of Atlanta shall not be unreasonably delayed, conditioned or withheld;

6.3.3. All construction is properly inspected by Atlanta and meets all applicable testing to the satisfaction of Atlanta; and

6.3.4. The Project Sponsor provides a two-year maintenance bond for all DWM Improvements to Atlanta.

Section 7. Miscellaneous Provisions.

7.1. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. This Agreement shall not be modified in any respect except by written instrument executed by or on behalf of the Parties in the manner as this Agreement is executed and specifically referencing such a modification or amendment.

7.2. Binding Effect. This Agreement shall injure to the benefit of and be binding upon the Parties hereto, their heirs, successors, executors and assigns.

7.3. Severability. In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been apart hereof.

7.4. Notices. Notices and reports described herein shall be delivered or sent to the parties as follows:

To Project Sponsor:

Mayor Khalid Kamau
City Hall
5440 Fulton Industrial Blvd.
Atlanta, GA 30336
470-809- 7721

and

Antonio M. Valenzuela
City Hall
5440 Fulton Industrial Blvd.
Atlanta, GA 30336
770-964-2244

With a copy to:

City Attorney
Vincent D. Hyman, Esq
City Hall
5440 Fulton Industrial Blvd.
Atlanta, GA 30336
470-338-5095

To the City:

Mikita Browning,
Commissioner
Department of Watershed Management
72 Marietta Street, NW
Atlanta, GA 30303

With a copy to:

City Attorney
Suite 5000, City Hall
55 Trinity Avenue, SW
Atlanta, GA 30303

Either Party may, at any time, change its respective address or telephone number by sending written notice to the other Party of the change.

7.5. Entire Agreement; Amendment; Waiver; Counterparts. This Agreement constitutes the entire agreement between the Parties; it supersedes any prior agreement or understandings between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled. This Agreement may not be amended or modified except by an instrument in writing signed by both Parties hereto. Waiver of any term or condition of this Agreement shall be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of

any other term or condition of this Agreement. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7.6. Governance. This Agreement shall be governed by the laws of the State of Georgia.

7.7. Default and Termination. Notwithstanding the foregoing, if the Project Sponsor defaults in the performance of their obligations as set forth herein, and fails to cure such default within thirty (30) days of Atlanta's written notice to the Project Sponsor of such default (or if such default is not capable of being cured within thirty (30) days, the Project Sponsor has not commenced and diligently pursued such cure to completion within a reasonable amount of time), this Agreement may be terminated by Atlanta upon five (5) days' prior written notice to the Project Sponsor. In the event of termination, the Project Sponsor shall retain a portion of the Project Costs paid by Atlanta equivalent to work actually performed. The remainder of the Project Costs shall be reimbursed to Atlanta within sixty (60) days of the termination date. In the event the Project is abandoned or terminated early by the Project Sponsor before the DWM Improvements are completed, the Project Sponsor shall reimburse to Atlanta the portion of the Project Costs remaining at the time of such early termination or Project abandonment within sixty (60) days of the date of such early termination or Project abandonment.

7.8. Time. Time is and shall be of the essence in this Agreement.

IN WITNESS WHEREOF, Atlanta and the Project Sponsor have executed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

**PROJECT SPONSOR:
CITY OF SOUTH FULTON**

By: _____
Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney, City of South Fulton

CITY OF ATLANTA

Approved as to form:

By: _____
Senior Attorney

By: _____
Mayor



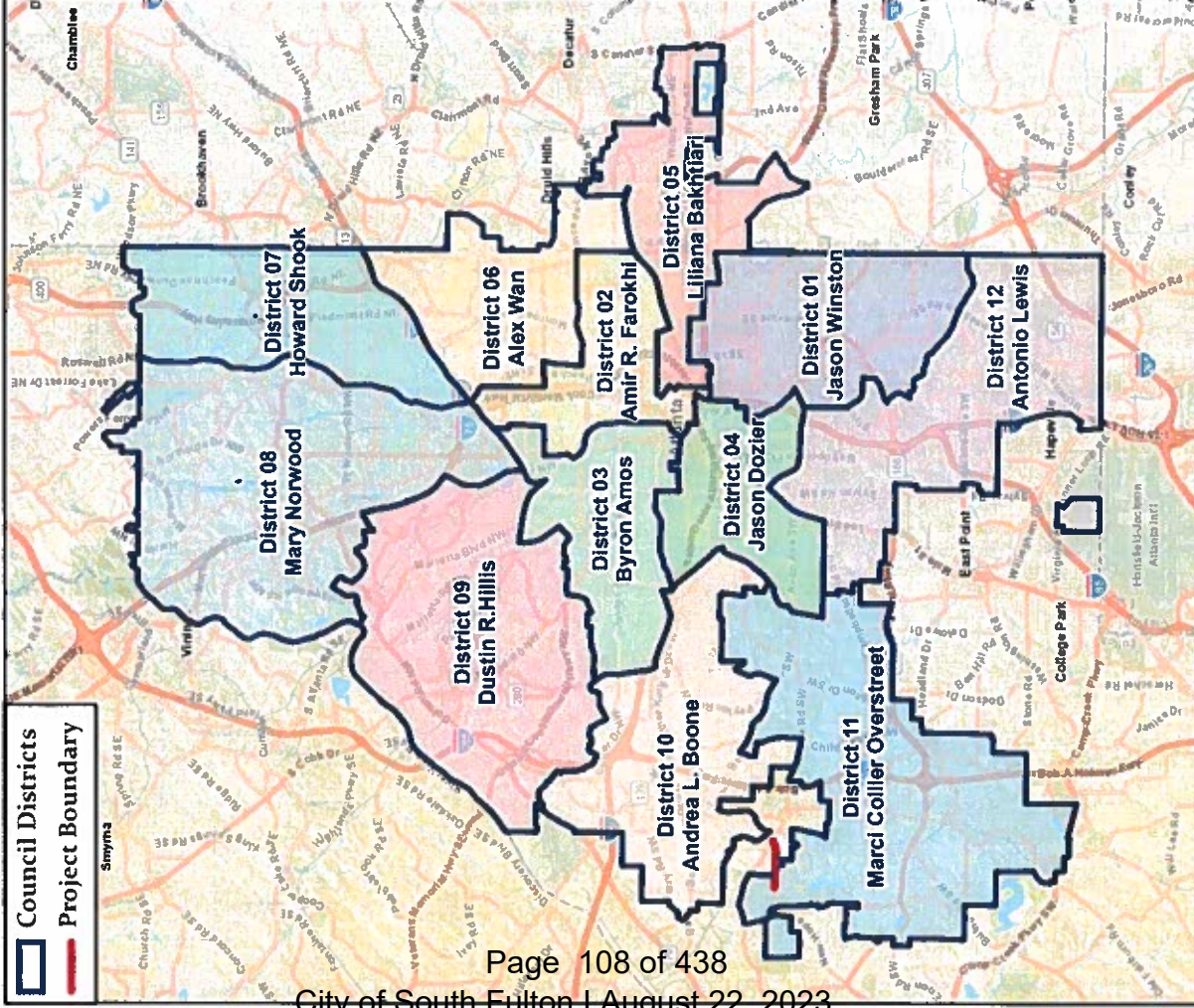
Attest: _____
Municipal Clerk

A. Vanessa Waldon
Deputy Municipal Clerk

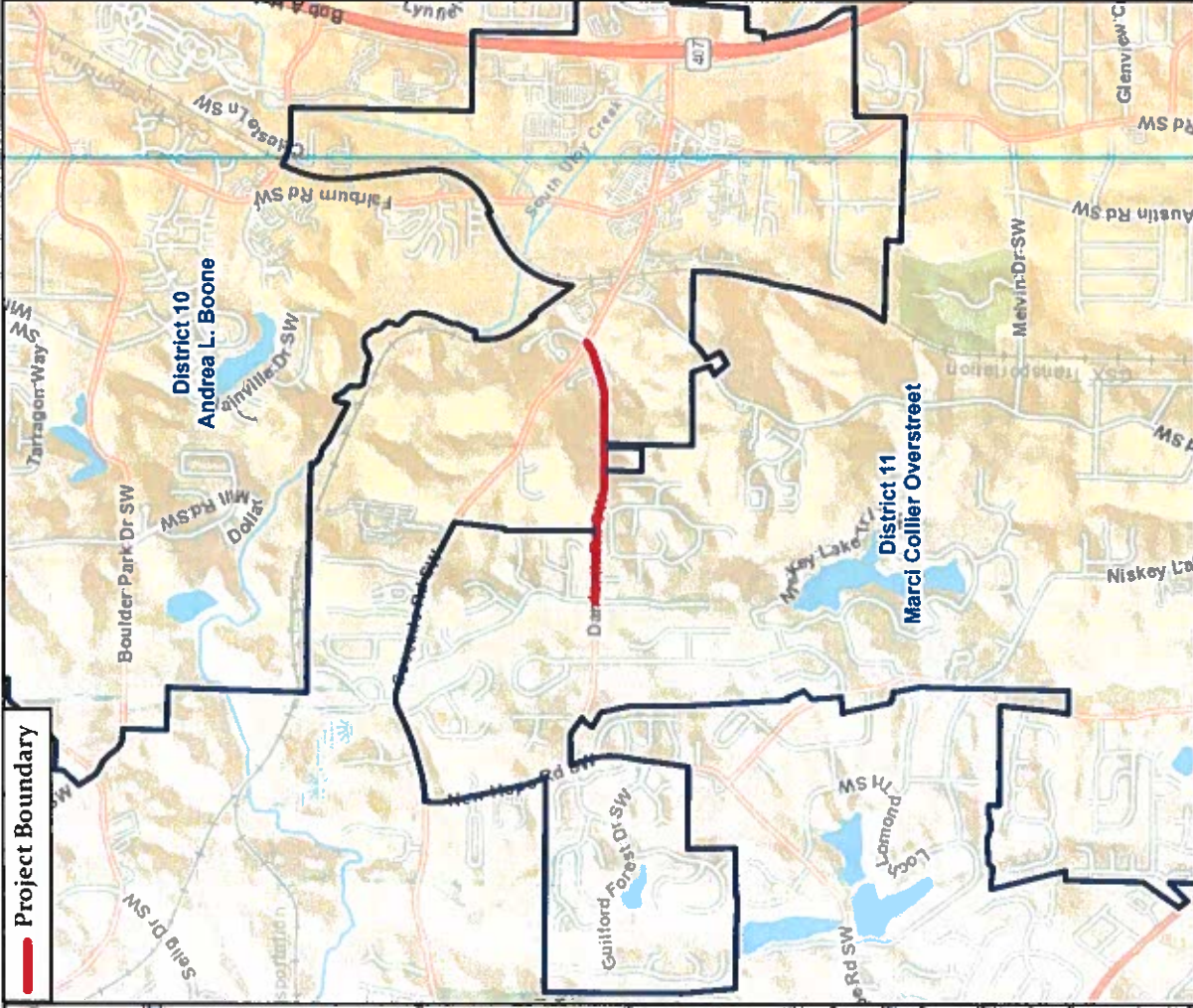
VICINITY AND LOCATION MAP

City Of South Fulton's T 260 Danforth Road Sidewalk Project

VICINITY MAP



LOCATION MAP



THIS MAP IS PROVIDED AS A PUBLIC SERVICE

The City of Atlanta has made known that this data contains known errors and inconsistencies. The City of Atlanta in no way ensures, represents, or warrants the accuracy and/or reliability of the data and/or map products being developed. The user of the data and/or map products assumes all risks and liabilities which may arise from the information produced by Maps or Data furnished to User by the City of Atlanta.



CITY OF ATLANTA DEPARTMENT OF
watershed management

www.atlantawatershed.org

[f](#) [t](#) [v](#) [y](#) [t](#) [u](#) [b](#) [e](#)

COORDINATE SYSTEM	NAD 1983 STATE PLANE GEORGIA WEST
MAP UNITS	U.S. SURVEY FEET
DATE	4/21/2022
AUTHOR	DWM GIS
TICKET #	Request
MAP SCALE	1:35,886
	1:35,886

LEGISLATION

22-R-4266

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-4193

A RESOLUTION BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SOUTH FULTON, GEORGIA, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, FOR THE PURPOSE OF PROVIDING CONSTRUCTION SERVICES RELATING TO THE CITY OF SOUTH FULTON'S SIDEWALK PROJECT T-260 – DANFORTH ROAD SIDEWALK PROJECT IN AN AMOUNT NOT TO EXCEED THIRTY-ONE THOUSAND FORTY-EIGHT DOLLARS AND FIFTY-ONE CENTS (\$31,048.51); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.

Whereas, the City of South Fulton, a municipal corporation of the State of Georgia ("South Fulton") is currently sponsoring a sidewalk along Danforth Road from Rehoboth Circle to Cascade Road project T-260 ("Project") in South Fulton; and

Whereas, the City of Atlanta ("City") Department of Watershed Management ("Department") owns existing facilities that present a utility conflict for the project ("Facilities"); and

Whereas, the Facilities present a conflict with the construction of the Project and must be relocated, removed and/or adjusted to accommodate the Project; and

Whereas, the scope of work for the Department includes adjusting, relocating or replacing 10 linear feet of three/quarter (3/4) inch water service line, fourteen (14) meter boxes, three (3) water valve boxes, four (4) fire hydrants and other appurtenances to accommodate the Project; and

Whereas, by including the relocation and/or adjustment of the Facilities in the Project, the City gains the benefits of expediting the staging of construction to minimize service interruptions, reducing traffic and safety concerns, and limiting City liability to contractor delay claims; and

Whereas, the Department and South Fulton have determined that the most effective and economical means for relocating and/or adjusting the Facilities is to include the work as part of the Project, in accordance with an intergovernmental agreement in substantially the same form as the agreement attached hereto as Exhibit A; and

Whereas, the Commissioner of the Department of Watershed Management recommends entering into an Intergovernmental Agreement with the City of South Fulton for the relocation and/or adjustment of the Facilities as part of the Project in an amount not to exceed Fifty-Three Thousand Dollars and Zero Cents (\$53,000.00).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES that the Mayor, or his designee, is authorized to enter into an Intergovernmental Agreement with the City of South Fulton, in substantially the same form as the agreement attached hereto as Exhibit A, to adjust the Facilities as part of the Project, on behalf of the Department of Watershed Management, in an amount not to exceed Thirty-One Thousand Forty-Eight Dollars And Fifty-One Cents (\$31,048.51).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is authorized to issue purchase orders with respect to the Intergovernmental Agreement.

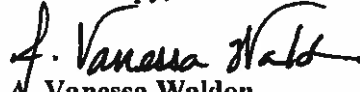
BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from the Fund Department Organization and Account Number 5052 (Water & Wastewater Renewal & Extension Fund), 171005 (DWM Infrastructure Appurtenance), 5414002 (Facilities Other Than Buildings), 4410000 (Water Administration), 110893 (Utilities GDOT & Municipal) 21391 (Water & Wastewater Renewal & Extension Fund) and Project Task Award Expenditure and Organization Number 17110893 (Utilities GDOT & Municipal), 115 (FY 2023) 505221391 (Water & Wastewater Renewal & Extension Fund), 5414002 (Facilities Other Than Buildings), COA.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare all appropriate documents for execution by the Mayor, or his authorized designee.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement will not become binding on the City and the City will incur no obligation or liability under it until it has been duly executed by the City and delivered to the City of South Fulton.

BE IT FINALLY RESOLVED that all resolutions or parts of resolutions in conflict herewith are hereby waived to the extent of the conflict.

A true copy,


A. Vanessa Waldon
Deputy Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED per City Charter Section 2-403

SEP 06, 2022
SEP 15, 2022

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Approval of IGA with City of Atlanta Watershed Management – Fairburn Road Improvements Phase II.

DATE: August 22, 2023

SUBJECT: Request Approval of IGA with City of Atlanta Watershed Management – Fairburn Road Improvements Phase II.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Approval of IGA with City of Atlanta Watershed Management – Campbellton Road at Stonewall Tell Road Intersection Improvements.

DATE: August 22, 2023

SUBJECT: Request Approval of IGA with City of Atlanta Watershed Management – Campbellton Road at Stonewall Tell Road Intersection Improvements.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
OSI 604_IGA-COSF(COA Signed)	Cover Memo	8/22/2023

INTERGOVERNMENTAL AGREEMENT

**BY AND BETWEEN
CITY OF SOUTH FULTON, GEORGIA
AND
THE CITY OF ATLANTA, GEORGIA**

**OSI 604 CAMBELLTON ROAD @STONEWALL TELL ROAD
INTERSECTION IMPROVEMENT PROJECT**



Atlanta, Georgia

**Andre Dickens
Mayor
City of Atlanta**

**Mikita K. Browning
Commissioner
Department of Watershed Management**

**Rob Bocarro
Deputy Commissioner
Office of Engineering Services**

INTERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement"), is entered into as of the ____ day of _____, 20__, by and between the **City of South Fulton, Georgia**, a municipal corporation of the State of Georgia, referred to herein as ("Project Sponsor") and the **City of Atlanta, Georgia**, ("Atlanta") a municipal corporation of the State of Georgia, by and through the City of Atlanta's Department of Watershed Management ("DWM") (collectively, "Project Sponsor" and "Atlanta" may be referred to herein as "Parties" or individually as "Party"). ***Project OSI 604 Campbellton Road @ Stonewall Tell Road Intersection Improvement Project*** referred to herein as ("Project").

WHEREAS, the Project Sponsor has agreed to participate in the Project for the purpose of the following scopes:

OSI 604 Campbellton Road @ Stonewall Tell Road Intersection Improvement Project

This intersection improvement project includes adding left and right turn lanes on all approaches, installing traffic signals on mast arm signal poles and improving the curb & gutter, drainage, and streetlights.

WHEREAS, the Project Sponsor is responsible for, among other things, competitively procuring a contractor for constructing the Project; entering into a contract with the selected contractor ("Construction Contract"); securing all necessary rights of way for the Project; and resolving all utility conflicts affecting the Project; and

WHEREAS, DWM has existing water facilities ("Facilities") that conflict with the Project that must be relocated, and/or adjusted to accommodate the Project. DWM's scope of work includes adjusting/relocating/replacing: 110 LF of 12-inch watermain; three (3) water valve boxes; and two (2) fire hydrants and other appurtenances as required.

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement that allows the Project Sponsor to include the construction work for installation, relocation and/or adjustment of the Facilities needed to accommodate the Project in accordance with Atlanta's designs, standards and specifications; and

WHEREAS, Atlanta has agreed to participate in the design and construction costs in connection with the installation, relocation and/or adjustment of the Facilities to accommodate the Project, which will also include making certain necessary improvements and upgrades to the Facilities desired by DWM ("DWM Improvements"); and the DWM Improvements will be included as part of the Project and constructed by the competitively selected contractor for the Project; and

WHEREAS, Atlanta will provide to the Project Sponsor, at Atlanta's expense and prior to the solicitation for the Project, the final design drawings, plans and specifications for the construction of the DWM Improvements and such design drawings, plans and specifications will be made part of the bidding package and construction plans for the Project, in accordance with this Agreement ("DWM Improvement Plans"); and

WHEREAS, Atlanta has further agreed to contribute to the Project Costs (as defined below in Section 1.1 and described in Sections 1.2.1 through 1.2.5) for the construction of the DWM Improvements

and, as such, desires to enter into this Agreement with the Project Sponsor for the purpose of defining the terms and conditions as between the Parties for Atlanta's contribution to the Project Costs for the construction of the DWM Improvements, which costs are estimated not to exceed Ninety-Three Thousand Seven Hundred Thirty-Eight Dollars and Zero Cents (\$93,738.00); and

WHEREAS, the Constitution of the State of Georgia authorizes intergovernmental agreements whereby governmental entities may contract with one another "for joint services, for the provision of services, or for joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga Const. Art. IX, Sec. III, Par. I; and

WHEREAS, Atlanta has determined that participation in the Project Costs, pursuant to this Agreement, is in its best interests and will, among other things, reduce and/or eliminate costs associated with erosion and sedimentation control measures, mobilization and traffic control; and

WHEREAS, subject to the terms and conditions set forth herein, the Parties have agreed to execute this Agreement, defining the terms and conditions of the Parties related to the Facilities and the DWM Improvements and Atlanta's contribution of the Project Costs.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of TEN AND 00/100 DOLLARS (\$10.00) and the mutual agreements and covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

Section 1. Atlanta Contribution.

1.1. **Atlanta Authority.** Atlanta hereby acknowledges and agrees that pursuant to Resolution No. 22-R-3590 the Mayor is authorized to execute this Agreement. Furthermore, pursuant to 22-R-3590 and this Agreement, Atlanta is authorized to and shall contribute an amount not to exceed Ninety-Three Thousand Seven Hundred Thirty-Eight Dollars and Zero Cents (\$93,738.00); ("Project Costs") for the DWM Improvements to the Project Sponsor for the purpose of funding the DWM Improvements, in accordance with the terms and conditions of this Agreement ("DWM Contribution").

1.2. **Payment.** Atlanta agrees to and shall pay the Project Sponsor 100% of the DWM Contribution, in the total amount not to exceed Ninety-Three Thousand Seven Hundred Thirty-Eight Dollars and Zero Cents (\$93,738.00); estimated by Atlanta, within sixty (60) days of receipt of an invoice from the Project Sponsor. For purposes of this Agreement, "Project Costs" shall include the following costs described in Sections 1.2.1 through 1.2.5 associated with the construction, oversight, and management of the DWM Improvements, but shall not include such costs generally associated with the Project and not related to the DWM Improvements:

1.2.1. Costs of labor, materials, bond premiums (payment and performance bonds), permit fees, impact fees, approval fees, license fees, inspection fees, certification fees, easement costs, utilities, equipment (acquired or rented), applicable governmental permits, environmental site assessments, hazardous material removal, environmental mitigation and remediation and similar items incorporated into, consumed in the construction of the DWM Improvements or necessary for the construction of the DWM Improvements and compliance with this Agreement and any related site or landscaping work

incorporated in or related to the DWM Improvements, including but not limited to all costs incurred by the Project Sponsor;

1.2.2. Consulting, construction management, design and engineering fees and expenses paid or incurred for outside consultants, designer and engineers in connection with the construction of the DWM Improvements, including any needed borings, soil analysis or other geotechnical services that are required outside of the DWM Plans;

1.2.3. Tree recompense or tree ordinance compliance expenses, if any;

1.2.4. Cost for the acquisition of temporary construction easements and permanent easement on which the subject improvements shall be constructed (if any); and

1.2.5. Costs for all surveys, plats, environmental assessment and environmental site restoration and mitigation, title work, title insurance policies, attorneys' fees for closing and other costs and all other costs associated with acquiring the rights of way needed for the DWM Improvements, and after completion of the DWM Improvements, conveying such rights of way to Atlanta.

1.3. Project Costs Overruns. Atlanta shall not be responsible for any Project Costs that exceed the amount specified in Section 1.2, unless Atlanta provides prior approval of any such cost overruns. The Project Sponsor shall promptly notify Atlanta of any anticipated cost overruns or notifications received by the Project Sponsor associated with unforeseen conditions or changes that affect the DWM Improvements prior to performing work associated with such cost overruns. Atlanta shall, within thirty (30) days after receiving such notice, notify the Project Sponsor whether the costs overruns are approved or disapproved. The Project Sponsor has the authority to not proceed with the work associated with said cost overruns until Atlanta has provided the required approval. If the costs overruns are not approved, the Project Sponsor is not required to perform the work associated with said cost overruns. No changes in the DWM Improvement Plans may be made without Atlanta's approval.

1.4. Project Costs Underruns. Atlanta shall not be responsible for the total estimated Project Costs amount specified in Section 1.2 if the actual Project Costs for the DWM Improvements are less than the estimated Project Costs amount specified in Section 1.2.

1.5. Final Accounting. Within thirty (30) days from Dedication and Acceptance of the DWM Improvements, as defined in Section 6, the Project Sponsor shall submit a revised invoice to Atlanta that represents a final accounting of the actual Project Costs, including any approved Project Costs Overruns, as defined in Section 1.3, and any Project Costs Underruns, as defined in Section 1.4. If the amount of the actual Project Costs is greater than the projected Project Costs, if approved by Atlanta, Atlanta shall, within ninety (90) days of receipt of the revised invoice, remit payment to the Project Sponsor for the difference. If the amount of the actual Project Costs is less than the projected Project Costs, the Project Sponsor shall, within ninety (90) days of sending the revised invoice, remit payment to Atlanta for the difference.

Section 2. Atlanta's Obligations.

2.1. General Obligation. Atlanta shall design the installation, relocation and/or adjustment of its Facilities in accordance with the terms and conditions of this Agreement and all applicable local, state and federal laws, regulations, policies and standards. The cost of such DWM Improvement Plans will be

~~the sole responsibility of Atlanta. DWM Improvement Plans shall be delivered to the Project Sponsor upon execution of this Agreement and prior to the Project Sponsor advertising the Project for bidding.~~

2.2. Plan Design. The DWM Improvement Plans shall provide for installation, relocation and/or adjustment of the Facilities in accordance with the Georgia Department of Transportation's standard pay items and procedures for including such items in the Project Agreements.

Section 3. Project Sponsor's Obligations.

3.1. General Obligation. The Project Sponsor shall construct or cause, through its contractors, to construct the DWM Improvements in accordance with the DWM Improvement Plans, the terms and conditions of this Agreement and all applicable local, state and federal laws, regulations, policies and standards.

3.2 Construction Contract. If the parties agree that a Construction Contract is applicable, the Project Sponsor shall provide a copy of the Construction Contract, and any proposed change orders, modifications, or amendments to the Construction Contract, to Atlanta for review and approval (as it pertains to the DWM Improvements), prior to executing the Construction Contract, change order, modification, or amendment (as the case may be).

3.3. Permits, approvals, licenses, inspection and certifications, fees. The Project Sponsor shall be responsible for obtaining all permits, licenses, certifications, and inspections, necessary for the construction of the DWM Improvements.

3.4. Construction of the Project.

3.4.1. If any proposed construction and/or land disturbance activities will occur in or around rights of way owned, accessed or maintained by Atlanta, the Project Sponsor, if applicable to the project, will seek the necessary approval and/or permits. Accordingly, and subject to a relevant permit being issued by Atlanta, through the Atlanta Department of Transportation, Atlanta hereby consents to and authorizes the Project Sponsor, its agents, representatives, and contractors a right of entry onto rights of way owned and maintained by Atlanta for the purpose of constructing the DWM Improvements, which work shall be performed in accordance with this Agreement and the DWM Improvement Plans. The Project Sponsor agrees that this right to use Atlanta's rights of way shall be non-exclusive and temporary and shall terminate upon the completion of the DWM Improvements and shall be and is subject to any existing agreements of record that Atlanta has with any third party, including a public utility.

3.4.2. The Project Sponsor shall acquire all permanent and temporary easements, rights of access or other interests necessary to complete the construction of the DWM Project (if any). Upon the completion of the DWM Project and upon the dedication and Final Acceptance of the DWM Improvements, as defined below, Project Sponsors shall dedicate and assign all permanent easements to Atlanta for the DWM Improvements.

3.4.3. The construction of the DWM Improvements shall be completed lien free, in a good workmanlike manner, free of material defects and in compliance with the requirements of all applicable federal, state and local permits, ordinances, building codes, procedures, rules, and regulations and in substantial conformity with the DWM Improvement Plans and this Agreement.

3.4.4. ~~The Project Sponsor shall cause the repair of any damage to any of the Facilities, any public or private utilities, or any private property caused by or related to Project Sponsor's construction activities or take appropriate measures in the event that such activities are a threat to the public health, safety or welfare, including without limitation, dangers or threats to persons or real and personal property within the limits of the DWM Improvements.~~

3.4.5. The Project Sponsor shall require that any and all contractors, subcontractors or suppliers comply with the applicable provisions of federal, state and local safety laws; perform work in a good workmanlike manner; and take all measures necessary in an effort to prevent accidents, damages, injury or loss to persons and property in the construction of the DWM Improvements.

Section 4. Bonds, Insurance and Indemnification.

4.1. Bonds and Insurance. The Project Sponsor shall ensure that its contractors or subcontractors for the construction for the DWM Improvements provide performance and payment bonds for 100% of the costs of the DWM Improvements. Additionally, the Project Sponsor shall cause the contractor for the Project to maintain a policy of general liability insurance, which names Atlanta as an additional insured. Prior to the Project Sponsor issuing a notice to proceed for the construction of the DWM Improvements, the Project Sponsor shall provide a copy of said bonds and a certificate of insurance for all applicable insurance policies.

4.2. Indemnification. The Project Sponsor shall insert terms in the Construction Contract for the Project that requires the Project contractor to indemnify and hold harmless Atlanta, its agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligent and/or wrongful conduct, acts or omissions of the Contractor, subcontractor or its agents, employees and/or assigns in the performance of the DWM Improvements ("Indemnification Obligation"). The Indemnification Obligation shall not be waived or reduced because Atlanta approved, required modification of or did not require modification of any plan, calculation or specification submitted by or on behalf of the Project Sponsor concerning or relating to the construction of the DWM Improvements. The obligations to indemnify and/or hold harmless shall not extend to the Architect-Engineer, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications or Contract Documents, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents, or employees providing such giving or failure to give is the primary cause of the injury or damage.

4.3. Relevant Agreements. The Project Sponsor shall provide Atlanta with copies of all relevant agreements, bonds and insurance certificates evidencing compliance with Section 4 of this Agreement prior to and as a condition of commencement of work on the DWM Improvements.

Section 5. Inspection and Maintenance of Records.

5.1. Inspection. Atlanta shall have the right to visit and inspect, monitor and evaluate the DWM Improvements work at any time to ensure that the work is performed in accordance with the terms of this Agreement, including without limitation, providing an onsite inspector to monitor the daily work. The cost of any visits or inspections by Atlanta will be the responsibility of Atlanta. At any time Atlanta determines that construction is resulting in materially defective work, Atlanta shall provide notice to the Project Sponsor, and the Project Sponsor shall immediately cause to remedy, at the Project Sponsor's

expense, any such identified defects as directed by Atlanta. The Project Sponsor agrees to notify Atlanta when all DWM Improvements work is complete and ready for final inspection and invite Atlanta to attend the final inspection or provide a corrections list to the Project Sponsor prior to the final inspection.

5.2. Records. The Project Sponsor shall, and the Project Sponsor shall cause the Project contractor to, keep records, books, correspondence, instructions, drawings, receipts, vouchers, and other documents related to the construction of the Project ("Records"). Such Records shall be kept in good order and in conformance with generally accepted accounting principles. The Project Sponsor shall maintain the Records for a minimum period of four (4) years after the completion of the DWM Improvements. The Project Sponsor shall provide access to Atlanta upon request to all Records for inspection, review, analysis, and, if deemed necessary and appropriate, for an audit at Atlanta's expense.

Section 6. Facilities Maintenance, Acceptance and Dedication.

6.1. Maintenance. After award and execution for the construction of the Project Agreement, Atlanta will continue to maintain its Facilities until the DWM Improvements work begins on any segment; and once the DWM Improvements work begins, the Project Sponsor will be responsible for the maintenance and operation of the DWM Improvements until such time as the DWM Improvements are Accepted by Atlanta, in accordance with Section 6.3.

6.2. Dedication. Upon completion of the DWM Improvements in accordance with this Agreement, the Project Sponsor shall notify Atlanta of its intent to dedicate the DWM Improvements and all applicable permanent easements (if any) to Atlanta.

6.3. Acceptance. Atlanta shall accept the dedication of the DWM Improvements in writing and conditioned upon the following:

6.3.1. The Project Sponsor completes the DWM Improvements in accordance with the DWM Improvement Plans;

6.3.2. The Project Sponsor provides certified as-built drawings of the completed DWM Improvements, as approved by Atlanta; such approval of Atlanta shall not be unreasonably delayed, conditioned or withheld;

6.3.3. All construction is properly inspected by Atlanta and meets all applicable testing to the satisfaction of Atlanta; and

6.3.4. The Project Sponsor provides a two-year maintenance bond for all DWM Improvements to Atlanta.

Section 7. Miscellaneous Provisions.

7.1. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. This Agreement shall not be modified in any respect except by written instrument executed by or on behalf of the Parties in the manner as this Agreement is executed and specifically referencing such a modification or amendment.

~~7.2. Binding Effect. This Agreement shall injure to the benefit of and be binding upon the Parties hereto, their heirs, successors, executors and assigns.~~

7.3. Severability. In the event any provision or portion of this Agreement is held by any Court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been apart hereof.

7.4. Notices. Notices and reports described herein shall be delivered or sent to the parties as follows:

To Project Sponsor:

Mayor Khalid Kamau
City Hall
5440 Fulton Industrial Blvd.
Atlanta, GA 30336
470-809- 7721

and

Antonio M. Valenzuela
City Hall
5440 Fulton Industrial Blvd.
Atlanta, GA 30336
770-964-2244

With a copy to:

City Attorney
Vincent D. Hyman, Esq
City Hall
5440 Fulton Industrial Blvd.
Atlanta, GA 30336
470-338-5095

To the City:

Mikita Browning,
Commissioner
Department of Watershed Management
72 Marietta Street, NW
Atlanta, GA 30303

With a copy to:

City Attorney
Suite 5000, City Hall
55 Trinity Avenue, SW
Atlanta, GA 30303

Either Party may, at any time, change its respective address or telephone number by sending written notice to the other Party of the change.

7.5. Entire Agreement; Amendment; Waiver; Counterparts. This Agreement constitutes the entire agreement between the Parties; it supersedes any prior agreement or understandings between them, oral or written, with respect to the matters addressed herein, all of which are hereby canceled. This Agreement may not be amended or modified except by an instrument in writing signed by both Parties hereto. Waiver of any term or condition of this Agreement shall be effective if in writing and shall not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7.6. Governance. This Agreement shall be governed by the laws of the State of Georgia.

~~7.7. Default and Termination. Notwithstanding the foregoing, if the Project Sponsor defaults~~
in the performance of their obligations as set forth herein, and fails to cure such default within thirty (30) days of Atlanta's written notice to the Project Sponsor of such default (or if such default is not capable of being cured within thirty (30) days, the Project Sponsor has not commenced and diligently pursued such cure to completion within a reasonable amount of time), this Agreement may be terminated by Atlanta upon five (5) days' prior written notice to the Project Sponsor. In the event of termination, the Project Sponsor shall retain a portion of the Project Costs paid by Atlanta equivalent to work actually performed. The remainder of the Project Costs shall be reimbursed to Atlanta within sixty (60) days of the termination date. In the event the Project is abandoned or terminated early by the Project Sponsor before the DWM Improvements are completed, the Project Sponsor shall reimburse to Atlanta the portion of the Project Costs remaining at the time of such early termination or Project abandonment within sixty (60) days of the date of such early termination or Project abandonment.

7.8. Time. Time is and shall be of the essence in this Agreement.

~~IN WITNESS WHEREOF~~, Atlanta and the Project Sponsor have executed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

**PROJECT SPONSOR:
CITY OF SOUTH FULTON**

By: _____
Mayor

Attest:

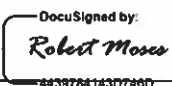
City Clerk

Approved as to Form:

City Attorney, City of South Fulton

CITY OF ATLANTA

Approved as to form:

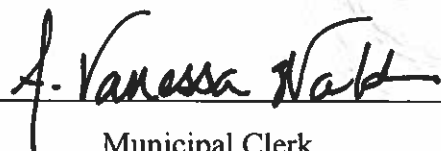
By: 

Senior Attorney

By: 

Mayor



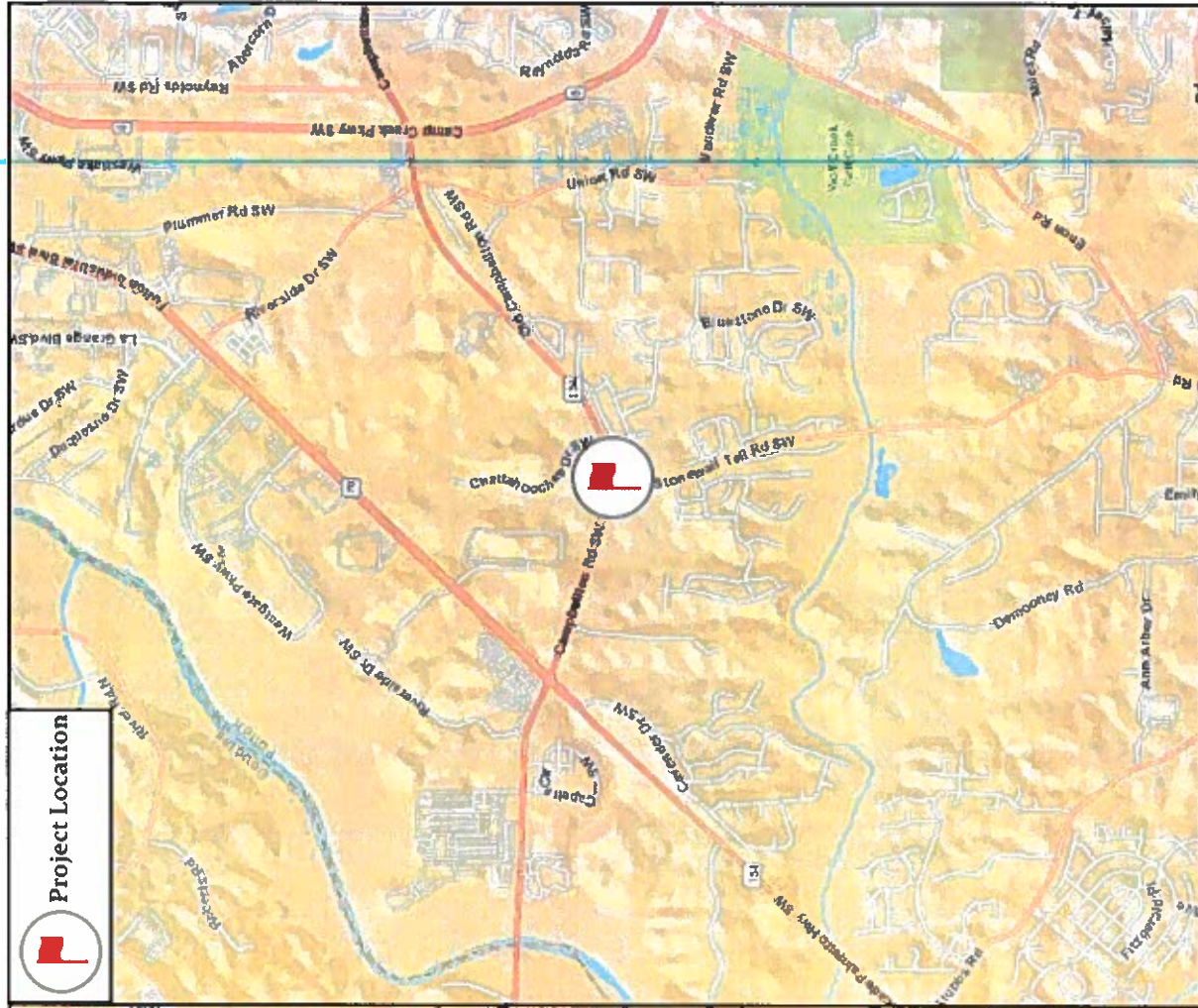
Attest: 

Municipal Clerk
A. Vanessa Waldon
Deputy Municipal Clerk

LOCATION MAP

OSI 604 Campbellton Road @ Stonewall Tell Road Intersection Improvement Project

LOCATION MAP



COORDINATE SYSTEM: U.S. SURVEY FEET		NAD 1983 STATE PLANE GEORGIA WEST	
DATE	3/9/2022	AUTHOR	DWM GIS
TICKET #	Request	MAP SCALE	1:45,909
Comments		1:45,909	

THIS MAP IS PROVIDED AS A PUBLIC SERVICE. The City of Atlanta has made known that this data contains known errors and inconsistencies. The City of Atlanta in no way ensures, represents, or warrants the accuracy and/or reliability of the Data and/or map products being developed. The user of the Data and/or map products assumes all risks and liabilities which may arise from the information produced by Maps or Data furnished to User by the City of Atlanta.

City of Atlanta Department of watershed management

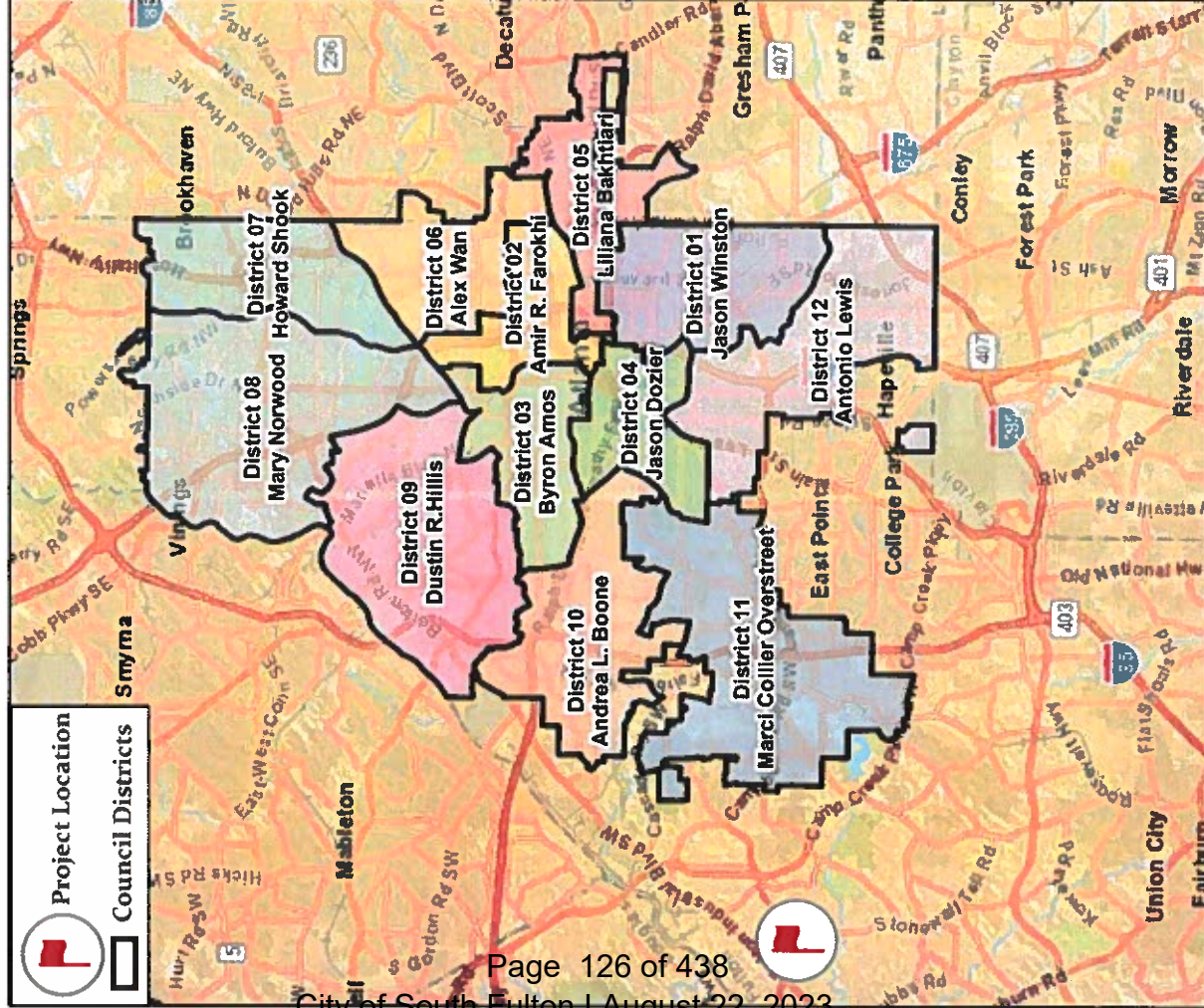
City of Atlanta

Facebook, YouTube, Instagram, Twitter

www.atlantawatershed.org

File Location: C:\Users\shawson.AIM\OneDrive - City Of Atlanta\Work\MapRequest\OSI_602ButnerRd.aprx

VICINITY MAP



COORDINATE SYSTEM: U.S. SURVEY FEET		NAD 1983 STATE PLANE GEORGIA WEST	
DATE	3/9/2022	AUTHOR	DWM GIS
TICKET #	Request	MAP SCALE	1:45,909
Comments		1:45,909	

LEGISLATION 22-R-3590

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-3590

A RESOLUTION BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SOUTH FULTON, GEORGIA, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, FOR THE PURPOSE OF ADJUSTING WATER AND SEWER FACILITIES THAT ARE IN CONFLICT WITH THE CITY OF SOUTH FULTON'S INTERSECTION IMPROVEMENT PROJECT OSI 604 CAMPBELLTON ROAD AT STONEWALL TELL ROAD, IN AN AMOUNT NOT TO EXCEED NINETY-THREE THOUSAND SEVEN HUNDRED THIRTY-EIGHT DOLLARS AND ZERO CENTS (\$93,738.00); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City of South Fulton, a municipal corporation of the State of Georgia ("South Fulton") is currently sponsoring a pedestrian improvement project OSI 604 Campbellton Road at Stonewall Tell Road ("Project") in South Fulton; and

WHEREAS, the City of Atlanta ("City") Department of Watershed Management ("Department") owns various water related facilities, which include water main, fire hydrants, water valve boxes, and other appurtenances ("Facilities"), that are located within the Project limits; and

WHEREAS, the Facilities present a conflict with the construction of the Project and must be relocated and/or adjusted to accommodate the Project; and

WHEREAS, the scope of work for the Department includes adjusting/relocating/replacing one hundred ten (110) linear feet of twelve-inch (12") water main, two (2) fire hydrants, and three (3) water valve boxes; and

WHEREAS, by including the relocation and/or adjustment of the Facilities in the Project, the City gains the benefits of expediting the staging of construction to minimize service interruptions, reduces traffic and safety concerns, and limits City liability to contractor delay claims; and

WHEREAS, the Department and South Fulton have determined that the most effective and economical means for relocating and/or adjusting the Facilities is to include the work as part of the Project, in accordance with an intergovernmental agreement in substantially the same form as the agreement attached hereto as Exhibit A; and

WHEREAS, the Commissioner of the Department of Watershed Management recommends entering into an Intergovernmental Agreement with the City of South Fulton for the relocation and/or adjustment of the Facilities as part of the Project in an amount not to exceed Ninety-Three Thousand Seven Hundred Thirty-Eight Dollars and Zero Cents (\$93,738.00).

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his designee, is authorized to enter into an Intergovernmental Agreement with the City of South Fulton for the Project, in substantially the same form as the agreement attached hereto as Exhibit A, to adjust the Facilities as part of the Project, on behalf of the Department of Watershed Management, in an amount not to exceed Ninety-Three Thousand Seven Hundred Thirty-Eight Dollars and Zero Cents (\$93,738.00).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is authorized to issue purchase orders with respect to the Intergovernmental Agreement.

BE IT FURTHER RESOLVED that all contracted work will be charged to and paid from the Fund Department Organization and Account Number 5052 (Water & Wastewater Renewal & Extension Fund), 171005 (DWM Infrastructure Appurtenance), 5414002 (Facilities Other Than Buildings), 4410000 (Water Administration), 110893 (Utilities GDOT & Municipal) 21391 (Water & Wastewater Renewal & Extension Fund) and Project Task Award Expenditure and Organization Number 17110893 (Utilities GDOT & Municipal), 112 (Utility Relocation) 505221391 (Water & Wastewater Renewal & Extension Fund), 5414002 (Facilities Other Than Buildings), COA.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare all appropriate documents for execution by the Mayor, or his authorized designee.

BE IT FINALLY RESOLVED that the Intergovernmental Agreement will not become binding on the City and the City will incur no obligation or liability under it until it has been duly executed by the City and delivered to the City of South Fulton.

A true copy,



A. Vanessa Waldon
Deputy Clerk

ADOPTED by the Atlanta City Council
APPROVED per City Charter Section 2-403

MAY 16, 2022
MAY 25, 2022

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Approval of IGA with City of Atlanta Watershed Management – Old National Highway Sidewalk Phase II.

DATE: August 22, 2023

SUBJECT: Request Approval of IGA with City of Atlanta Watershed Management – Old National Highway Sidewalk Phase II.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
0015624 Old National Highway City of South Fulton IGA Final_Electronic(COA Signed)	Cover Memo	8/19/2023

INTERGOVERNMENTAL AGREEMENT

**BY AND BETWEEN
CITY OF SOUTH FULTON, GEORGIA
AND
THE CITY OF ATLANTA, GEORGIA
#0015624 SR/279 OLD NATIONAL HIGHWAY
FROM SR 1381/JONESBORO ROAD
TO CR 1391/FLAT SHOALS ROAD
PHASE II PED IMPROVEMENT PROJECT**



Atlanta, Georgia

**Andre Dickens
Mayor
City of Atlanta**

**Mikita K. Browning
Commissioner
Department of Watershed Management**

**Rob Bocarro
Deputy Commissioner
Office of Engineering Services**

INTERGOVERNMENTAL AGREEMENT

and, as such, desires to enter into this Agreement with the Project Sponsor for the purpose of defining the terms and conditions as between the Parties for Atlanta's contribution to the Project Costs for the construction of the DWM Improvements, which costs are estimated not to exceed Sixty-Eight Thousand, Ninety-One Dollars and Sixty-Two Cents (\$68,091.62); and

WHEREAS, the Constitution of the State of Georgia authorizes intergovernmental agreements whereby governmental entities may contract with one another "for joint services, for the provision of services, or for joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga Const. Art. IX, Sec. III, Par. I; and

WHEREAS, Atlanta has determined that participation in the Project Costs, pursuant to this Agreement, is in its best interests and will, among other things, reduce and/or eliminate costs associated with erosion and sedimentation control measures, mobilization and traffic control; and

WHEREAS, subject to the terms and conditions set forth herein, the Parties have agreed to execute this Agreement, defining the terms and conditions of the Parties related to the Facilities and the DWM Improvements and Atlanta's contribution of the Project Costs.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of TEN AND 00/100 DOLLARS (\$10.00) and the mutual agreements and covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties agree as follows:

Section 1. Atlanta Contribution.

1.1. **Atlanta Authority.** Atlanta hereby acknowledges and agrees that pursuant to Resolution No. 22-R-3232 the Mayor is authorized to execute this Agreement. Furthermore, pursuant to 22-R-3232 and this Agreement, Atlanta is authorized to and shall contribute an amount not to exceed Sixty-Eight Thousand, Ninety-One Dollars and Sixty-Two Cents (\$68,091.62); ("Project Costs") for the DWM Improvements to the Project Sponsor for the purpose of funding the DWM Improvements, in accordance with the terms and conditions of this Agreement ("DWM Contribution").

1.2. **Payment.** Atlanta agrees to and shall pay the Project Sponsor 100% of the DWM Contribution, in the total amount not to exceed Sixty-Eight Thousand, Ninety-One Dollars and Sixty-Two Cents (\$68,091.62); estimated by Atlanta, within sixty (60) days of receipt of an invoice from the Project Sponsor. For purposes of this Agreement, "Project Costs" shall include the following costs described in Sections 1.2.1 through 1.2.5 associated with the construction, oversight, and management of the DWM Improvements, but shall not include such costs generally associated with the Project and not related to the DWM Improvements:

1.2.1. Costs of labor, materials, bond premiums (payment and performance bonds), permit fees, impact fees, approval fees, license fees, inspection fees, certification fees, easement costs, utilities, equipment (acquired or rented), applicable governmental permits, environmental site assessments, hazardous material removal, environmental mitigation and remediation and similar items incorporated into, consumed in the construction of the DWM Improvements or necessary for the construction of the DWM Improvements and compliance with this Agreement and any related site or landscaping work

~~IN WITNESS WHEREOF~~, Atlanta and the Project Sponsor have executed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

**PROJECT SPONSOR:
CITY OF SOUTH FULTON**

By: _____
Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney, City of South Fulton

CITY OF ATLANTA

Approved as to form:

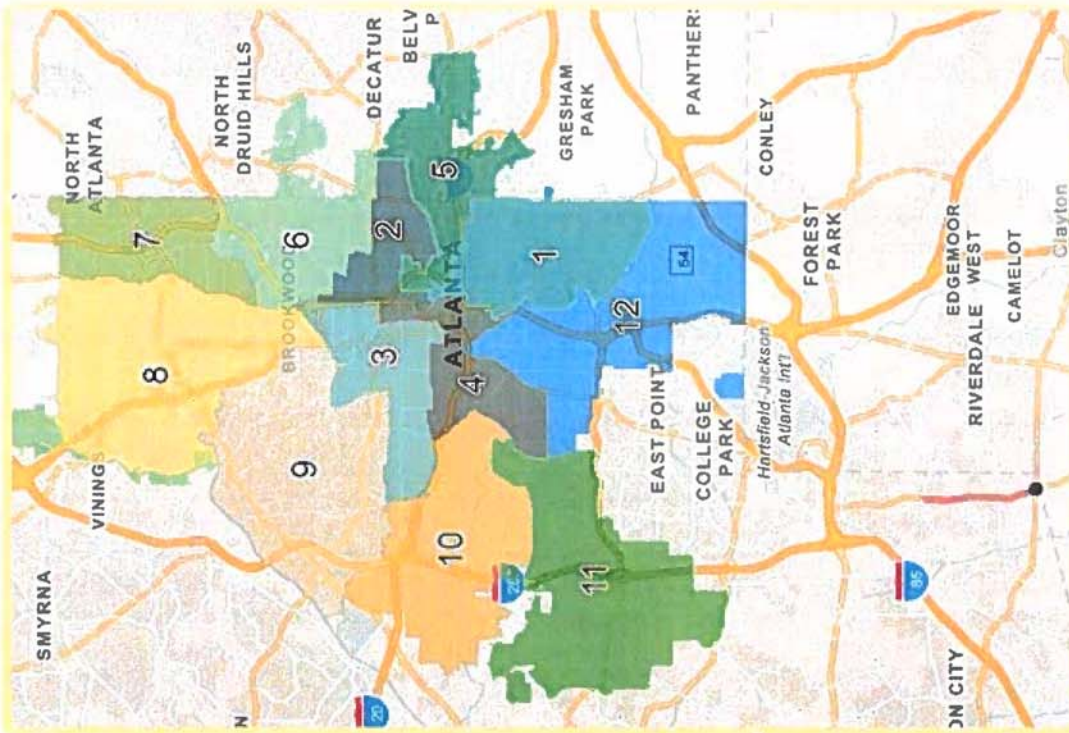
By: _____
DocuSigned by:
Robert Moses
4439784143D746D...
Senior Attorney

By: _____
Mayor

Attest: _____
Municipal Clerk

LOCATION MAP

0015624- SR 279/OLD NATIONAL HWY SIDEWALK/ROAD IMPROVEMENT PROJECT PHASE II FROM SR 138/JONESBORO ROAD TO CR 1391/FLAT SHOALS ROAD



LOCATION MAP



VICINITY MAP

THIS MAP IS PROVIDED AS A PUBLIC SERVICE
The City of Atlanta has made known that these data contain known errors and inaccuracies. The City of Atlanta in no way assumes, represents, or warrants the accuracy and/or reliability of the data and/or map products being developed. The user of the data and/or map products assumes all risks and liabilities which may arise from the information produced by maps or data furnished to the user by the City of Atlanta.



City of Atlanta
Department of
Watershed Management

DATE	11/23/2021	PROJECT	0015624-SR 279
BY	DWM OCS Engineering	FROM	FROM SR 138
TO	DE URBAN	TO	TO CR 1391
SCALE	NOT TO SCALE	PHASE	PHASE II

LEGISLATION 22-R-3232

**CITY COUNCIL
ATLANTA, GEORGIA**

22-R-3232

A RESOLUTION BY CITY UTILITIES COMMITTEE AUTHORIZING THE MAYOR, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SOUTH FULTON, GEORGIA, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, FOR THE PURPOSE OF ADJUSTING WATER AND SEWER FACILITIES THAT ARE IN CONFLICT WITH THE CITY OF SOUTH FULTON'S PEDESTRIAN IMPROVEMENT PROJECT # 0015624 – STATE ROUTE 279/OLD NATIONAL HIGHWAY FROM STATE ROUTE 138/JONESBORO ROAD TO COUNTY ROAD 1391 FLAT SHOALS ROAD, IN AN AMOUNT NOT TO EXCEED SIXTY-EIGHT THOUSAND NINETY-ONE DOLLARS AND SIXTY-TWO CENTS (\$68,091.62); ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM THE FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City of South Fulton, a municipal corporation of the State of Georgia ("South Fulton") is currently sponsoring a pedestrian improvement project # 0015624 - State Route 279/Old National Highway from State Route 138/Jonesboro Road to County Road 1391 Flat Shoals Road ("Project") in South Fulton; and

WHEREAS, the City of Atlanta ("City") Department of Watershed Management ("Department") owns various water related facilities, which include fire hydrants, water valve boxes, water meter boxes, and other appurtenances ("Facilities"), that are located within the Project limits; and

WHEREAS, the Facilities present a conflict with the construction of the Project and must be relocated and/or adjusted to accommodate the Project; and

WHEREAS, the scope of work for the Department includes adjusting/relocating/replacing nine (9) fire hydrants, twenty-six (26) water valve boxes, eleven (11) water meter boxes, and, if required, one (1) other fire hydrant; and

WHEREAS, by including the relocation and/or adjustment of the Facilities in the Project, the City gains the benefits of expediting the staging of construction to minimize service interruptions, reducing traffic and safety concerns, and limiting City liability to contractor delay claims; and

WHEREAS, the Department and South Fulton have determined that the most effective and economical means for relocating and/or adjusting the Facilities is to include the work as part of the Project, in accordance with an intergovernmental agreement in substantially the same form as the agreement attached hereto as Exhibit A; and

WHEREAS, the Commissioner of the Department of Watershed Management recommends entering into an Intergovernmental Agreement with the City of South Fulton for the relocation and/or adjustment of the Facilities as part of the Project in an amount not to exceed Sixty-Eight Thousand Ninety-One Dollars and Sixty-Two Cents (\$68,091.62).

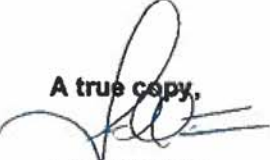
NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his designee, is authorized to enter into an Intergovernmental Agreement with the City of South Fulton for the Project, in substantially the same form as the agreement attached hereto as Exhibit A, to adjust the Facilities as part of the Project on behalf of the Department of Watershed Management, in an amount not to exceed Sixty-Eight Thousand Ninety One Dollars and Sixty-Two Cents (\$68,091.62).

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare all appropriate documents for execution by the Mayor, or his authorized designee.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement will not become binding on the City and the City will incur no obligation or liability under it until it has been duly executed by the City and delivered to the City of South Fulton.

BE IT FINALLY RESOLVED that all contracted work will be charged to and paid from the Fund Department Organization and Account Number 5052 (Water & Wastewater Renewal & Extension Fund), 171005 (DWM Infrastructure Appurtenance), 5414002 (Facilities Other Than Buildings), 4410000 (Water Administration), 110893 (Utilities GDOT & Municipal) 21391 (Water & Wastewater Renewal & Extension Fund) and Project Task Award Expenditure and Organization Number 17110893 (Utilities GDOT & Municipal), 112 (Utility Relocation) 505221391 (Water & Wastewater Renewal & Extension Fund), 5414002 (Facilities Other Than Buildings), COA.

A true copy,


Foris Webb III
Municipal Clerk

**ADOPTED by the Atlanta City Council
APPROVED per City Charter Section 2-403**

**MAR 07, 2022
MAR 16, 2022**

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Resolution to accept Assistance Firefighter Grant vdh edits (081723)	Cover Memo	8/19/2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE AWARD TO THE CITY OF THE ASSISTANCE FIREFIGHTER GRANT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED AND THIRTY-FOUR THOUSAND SEVEN HUNDRED AND EIGHTEEN CENTS (\$134,700.18) WITH A REQUIRED TEN PERCENT (10%) MATCH, AND FOR OTHER LAWFUL PURPOSES

(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, Section 1.12 (14) of the City Charter authorizes the City to accept or refuse gifts, donations, bequests or grants from any source for any purpose related to the powers and duties of the city and upon such conditions as the donor or grantor may impose

WHEREAS City Council granted approval to apply for the Assistance to Firefighter Grant on August 22, 2023, for funding to assist with the equipment needs of the fire department; and

WHEREAS City Council wishes to provide approval to accept the grant that was awarded to the City for funding in an amount of One Hundred and Thirty-Four Thousand Seven Hundred and Eighteen cents (\$134,700.18) of which the city would receive One Hundred Twenty-Two Thousand Four Hundred and Fifty-Four Dollar and Fifty-Four Cents (\$122,454.54) with a Ten Percent (10%) match of Twelve Thousand Two Hundred and Forty-Five Dollars and Forty-Six Cents (\$12,245.46); and

WHEREAS this Resolution is in the best interests of the health, safety, and general welfare of the city and its employees and residents.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA as follows:

Section 1. the Interim City Manager, or her designee, is authorized and empowered on behalf of the City to accept the Assistance Firefighter Grant and to do all things necessary to obtain and/or purchase equipment (30 sets of Turn out gear) for the Fire Department in an amount not to exceed One Hundred and Thirty-Four Thousand Seven Hundred and

Eighteen cents (\$134,700.18) with a Ten Percent (10%) match of Twelve Thousand Two Hundred and Forty-Five Dollars and Forty-Six Cents (\$12,245.46).

Section 2. It is hereby declared to be the intention of the City Council that:

(a) All sections, paragraphs, sentences, clauses, and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable, and constitutional.

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

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 4. All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Southern Regional Medical Center MOU SOUTH FULTON (1)	Cover Memo	8/19/2023

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (this “Agreement”) is made on _____, 2023 by and between the City of South Fulton by and on behalf of the City of South Fulton Fire Rescue Department, having its principal administrative offices located at 5440 Fulton Industrial Boulevard Southwest, Atlanta, GA 30336 (hereinafter referred to as “the CITY”) **Prime Healthcare Foundation – Southern Regional, LLC, dba Southern Regional Medical Center** (hereinafter referred to as “the AGENCY”).

W I T N E S S E T H

WHEREAS, the CITY has trainees that require training in PARAMEDICINE & ADVANCED EMERGENCY MEDICAL TECHICIAN (AEMT) PROGRAMS (hereinafter referred to as “trainees”); and

WHEREAS, the CITY requires facilities where trainees can obtain the clinical and non-clinical learning experience required in their training curriculum; and

WHEREAS, the AGENCY can provide opportunities for clinical instruction and experience in a clinical setting;

NOW THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, the CITY and the AGENCY agree as follows:

1. RESPONSIBILITIES OF THE AGENCY

1.1 The AGENCY will provide suitable clinical experience situations as prescribed by the CITY training curriculum and objectives to be provided by the CITY under paragraph 2.4 below. It is understood that in no case shall trainees in learning situations replace regular staff.

1.2 The AGENCY will designate appropriate personnel to coordinate the trainees' clinical learning experience with the program. This will involve planning between responsible CITY faculty and designated AGENCY personnel for the assignment of trainees to specific clinical cases and experiences, including selected conferences, clinics, courses and programs conducted under the aegis of the AGENCY. If required for a trainee depending on the Program, a suitably experienced and qualified licensed professional employee of AGENCY will be appointed as a preceptor to the Trainee at the Facility (“**Preceptor**”). The AGENCY will identify potential Preceptors, who will be subject to the approval of the CITY and any applicable governmental or accrediting body. The Preceptor will work closely with the CITY, which will be responsible for **coordinating** trainee placements.

1.3 The AGENCY will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the CITY.

1.4 The AGENCY will recommend to the CITY the withdrawal of a CITY trainee if: (a) the achievement, progress, adjustment or health of the trainee does not warrant a continuation at the AGENCY, or (b) the behavior of the trainee fails to conform to the applicable regulations of the AGENCY. The AGENCY will assist CITY, if necessary, in implementing this recommendation.

1.5 The AGENCY reserves the right, exercisable in its discretion after consultation with the CITY in accord with paragraph 2.1 below, to exclude any trainee from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said AGENCY.

1.6 The AGENCY shall provide all equipment and supplies needed for clinical instruction at the AGENCY. The trainee's name/identification badge shall be provided by the CITY.

1.7 It is understood and agreed that the AGENCY cannot furnish medical treatment for trainees. However, the AGENCY may arrange for necessary emergency for first aid treatment for trainees in the program at no expense to the AGENCY. Trainee shall be financially responsible for any medical treatment provided by AGENCY.

1.8 The AGENCY will provide the CITY with a copy of the written regulations which will govern the trainee's activities while at the AGENCY.

1.9 The AGENCY will make available an orientation to the AGENCY for CITY instructors and will assist in orientation of trainees to the patient care units.

1.10 Ensure that trainee(s) exposed to an infectious disease at clinical facility will be managed according to the policy of the Facility. Facility agrees to notify the CITY'S Health Service of the occurrence of such exposure to CITY trainee(s).

2. RESPONSIBILITIES OF THE CITY

2.1 The CITY will withdraw a trainee from the clinical program at the AGENCY if, after consultation in accord with paragraph 1.5, the CITY determines such action to be warranted.

2.2 The CITY will prohibit the publication by the trainees any material relative to their clinical learning experience that has not been approved for release for publication by both the AGENCY and the CITY.

2.3 It shall be the responsibility of the F of South Fulton Fire Rescue Department, or his or her designee, after consultation with the AGENCY to plan the clinical educational program for trainee clinical experiences.

2.4 The CITY will provide the AGENCY with an annual announcement or description of the program, curriculum and objectives to be achieved at the AGENCY.

2.5 CITY's trainees will abide by the policies of the AGENCY while using its facilities, which shall be provided to the trainees in advance of their rotations. CITY's trainees will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of the AGENCY.

2.6 Each trainee shall provide evidence that his/her own health care is covered in the event of sickness or accident by appropriate insurance policy.

2.7 The CITY will assign to the AGENCY only those trainees who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.8 CITY's faculty shall be responsible for evaluations of its trainees.

2.9 The CITY shall use a licensed company to perform the drug testing and criminal background verification. The AGENCY will not accept drug test and criminal background check results from any company other than the one designated by the CITY and/or approved by the AGENCY.

2.10 Health Status. CITY shall assume responsibility for ascertaining that trainees' health status and physical condition are in conformance with AGENCY health requirements for Clinical Experience program. At a minimum, CITY shall provide to AGENCY satisfactory evidence that each trainee is free from contagious disease and does not otherwise present a health hazard to AGENCY patients, employees, volunteers or guests prior to his or her participation in the Clinical Experience program. Such evidence shall include completion of a tuberculin skin test (within the last six months) or evidence that each trainee is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. CITY and/or the trainee shall be responsible for arranging for the trainee's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Clinical Experience program at AGENCY. In no event shall AGENCY be financially or otherwise responsible for said medical care and treatment.

2.11 OSHA Compliance. CITY shall be responsible for compliance by trainees with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited providing all trainees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. CITY's

responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

3. PLACEMENT COOPERATION

3.1 AGENCY shall cooperate in good faith with the CITY to insure the properly and efficient placement of health professional trainees at the AGENCY.

3.2 Agency reserves the right to limit the number of trainees to receive training. AGENCY will prioritize requests from the CITY for placement of health professional trainees in the order in which they are received and will make a good faith effort to meet the requested needs for the CITY based on the available AGENCY personnel and AGENCY faculty in accordance with the requirements of applicable law.

4. INSURANCE

4.1 CITY Liability Insurance. CITY shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect CITY and its trainees, employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such general and professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate. CITY agrees to furnish AGENCY with a Certificate of Insurance evidencing compliance with all applicable insurance requirements prior the execution of this Agreement and annually during the term of this Agreement. Such certificate of Insurance shall state that trainees are covered by such policy of insurance. In the event of insurance cancellation or modification CITY agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage.

4.2 AGENCY Liability Insurance. AGENCY shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability insurance or a program of self-insurance in amounts reasonably necessary to protect AGENCY and its employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate.

4.3 Workers' Compensation. CITY shall maintain Workers' Compensation and Disability Insurance covering all faculty and personnel employed by CITY to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws. If CITY's faculty

or employees files a Workers' Compensation claim against AGENCY, CITY shall immediately indemnify AGENCY and assume the responsibility of the Workers' Compensation claim.

Upon the execution of this Agreement, the parties shall exchange certificates of Insurance evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to the other party of any cancellation of the above coverage.

5. AGENCY INDEMNIFICATION. AGENCY hereby agrees to defend, indemnify, and save harmless CITY from any liability or damage CITY may suffer as a result of claims, demands, costs, or judgments against it resulting from the operation of the program covered by this Agreement resulting from the negligence of AGENCY, its employees, or authorized agents. AGENCY agrees to give the CITY notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

6. CITY INDEMNIFICATION. To the extent permitted by law, the CITY hereby agrees to defend, indemnify, and save harmless CITY from any liability or damage AGENCY may suffer as a result of claims, demands, costs, or judgments against it resulting from the operation of the program covered by this Agreement resulting from the negligence of the CITY, its employees, or authorized agents. CITY agrees to give AGENCY notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

7. NONDISCRIMINATION

The AGENCY and the CITY agree that neither will discriminate against a beneficiary of services provided by the AGENCY in the performance of this Agreement against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap. The CITY does not waive any rights, privileges and exemptions under federal and state constitutions and laws as a governmental entity by entering this Agreement.

8. TERMINATION

This Agreement shall be effective on a continuing basis unless otherwise stipulated in writing and signed in advance of the effective date by both parties. Either party may terminate this Agreement upon ninety (90) days written notice to the other party, except that if the CITY terminates the Agreement based on lack of funding, the ninety (90) day notice requirement shall not apply. The notice required under this clause shall be sent by certified, registered, or overnight-delivery mail.

If the termination date occurs while a trainee of the CITY has not completed his or her clinical learning experience at the AGENCY and is in good standing with the AGENCY, the trainee shall be permitted to complete the scheduled clinical learning experience, and the CITY and the AGENCY shall cooperate to accomplish this goal.

9. NONASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by the AGENCY without the written approval of the CITY. This Agreements (and its attachments, if any) constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

10. CONFIDENTIALITY

The CITY will require trainees to maintain the confidentiality of patient information obtained during the clinical or instructional experience at the AGENCY. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made. It shall be required of trainees and supervising faculty that they not identify patients in papers, reports or case studies without first obtaining permission of the AGENCY and the patient, utilizing the patient confidentiality policies and procedures of the AGENCY.

HIPAA Requirements: The CITY agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d (“HIPAA”) and any current and future regulations promulgated there under including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 the “Federal Privacy Regulations,” the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F. R Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements.” CITY agrees not to use or further disclose any Protected Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

Trainees shall be considered members of the AGENCY’s workforce as that term is defined in the HIPAA regulations at 45 C.F.R. Section 160.103. The CITY shall be responsible for curriculum planning, administration, requirements for matriculation, promotions and any other requirements of any accrediting agency. Neither the CITY nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent to such access. CITY shall reasonably assist the AGENCY in obtaining patient consent in appropriate circumstances.

11. NOTICES

Notices required under this Agreement shall be mailed to the parties at the following addresses.

If to AGENCY:

Prime Healthcare Foundation – Southern
and Regional, LLC., dba Southern Regional
Medical Center (SRMC)
Riverdale, GA 30274

If to CITY:

City of South Fulton board of Commissioners by
South Fulton Fire Rescue Department

Atlanta, GA 30336

12. Amendment. This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.

13. Assignment. Neither AGENCY nor CITY shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

14. Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightening, weather, earthquakes, storms, sinkholes, epidemics, pandemics or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers, or subcontractors).

15. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

16. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

17. Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

18. Entire Agreement. This Agreement is the entire understanding and Agreement of the Parties regarding its subject matter, and supersedes any prior oral or written Agreements, representations, or understandings between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed, and attached to this Agreement.

19. Independent Contractor. This Agreement is by and between the AGENCY and the CITY and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the AGENCY and CITY. Neither

party shall be, or be construed to be, the employer, trainer or agent of the other party for any purpose whatsoever.

IN WITNESS WHEREOF, the authorized representative of the parties have executed this Agreement effective June 23, 2020 by and between CITY and AGENCY.

AGENCY

Prime Healthcare Foundation – Southern
Regional, LLC., dba SRMC

By: _____
Charlotte W. Dupré , President & CEO

Date: _____
Prime Healthcare Foundation – Southern
Regional, LLC., dba SRMC

ATTESTED TO:

By: _____

Date: _____

CITY

City of South Fulton, Georgia

By: _____
City Manager

Date: _____

By: _____
City Clerk

Date: _____

APPROVED AS TO SUBSTANCE:

By: _____
Chad Jones, Fire Chief
City of South Fulton Fire Rescue

Date: _____

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MOU - City of South Fulton and Clayton County	Cover Memo	8/19/2023

**Memorandum of Agreement
between
City of South Fulton Training
Academy
and
Clayton County Fire & Emergency Services**

I. Purpose

The purpose of this Memorandum of Agreement ("Agreement") is to provide instruction and practice for City of South Fulton Training Academy Students ("Students") at Clayton County Fire & Emergency Services. The instruction and practice are intended to benefit the School's Students in accomplishing their educational goals and create a highly trained work force.

II. Parties

City of South Fulton Training Academy (hereinafter the "School") and the Clayton County Board of Commissioners, through the Clayton County Fire & Emergency Services (hereinafter the "Facility").

III. Affiliating Agreement

This is a mutual Agreement between the Facility and the School that provides for the Facility to accept Students in EMS programs for School faculty coordinated clinical experience in the Students' field of study. In addition, this agreement provides:

- A. Educational experiences will be provided by the School and the Facility without regard to race, color, national origin, sex, religion, disability, genetic information, or age of the persons involved. Provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude Student's participation in the program.
- B. While the educational experiences contemplated by this agreement shall be offered jointly, the School shall maintain control over the curriculum offered the School's Students and the Facility shall maintain control and responsibility for its patients/clients.
- C. Educational experiences will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the School and the Facility. The starting and ending date for each individual educational

experience shall be agreed upon before the experience commences.

- D. The number of Students participating in each educational experience shall be determined by mutual agreement of the parties and at any time may be modified by mutual agreement.
- E. The Facility will serve as a clinical laboratory and will furnish facilities for the Students in such manner and at such time as the parties herein mutually agree.
- F. The Facility will not be required to provide free treatment for Students or School faculty. Students or School faculty may request treatment from the Facility at their own personal expense. The School does not accept any liability or responsibility whatsoever for treatment individually requested by a School Student or School faculty member.
- G. Clinical rotation(s) will be planned by the School faculty of the School program(s), in conjunction with the Facility's representative, in order to meet requirements mandated by the School or licensing/certification Board.
- H. No School faculty or Student will receive monetary or other type of reimbursement from the Facility for work done during the clinical rotation. Nor shall any School faculty or Student hold him or herself out as an employee or agency of the Facility during the clinical rotation.

Background Check, Drug Screen, Fingerprints

Before the Student begins his or her educational experience at the Facility, the School shall advise each Student that he/she will be required to submit to a background check by utilizing Advantage Students. The background check shall be considered complete if it contains: Information prepared by a reputable agency in the business of conducting background checks and whose database includes at least the State of Georgia and all contiguous states attesting that the Participant has not been convicted of a felony or misdemeanor within the past seven (7) years. Said background check shall be at Student's sole expense. Results of the background check shall be provided to the Facility. The Facility shall have the right to require the withdrawal of any Student if he or she fails to meet the standards established by the Facility for an acceptable background check. Drug screening documentation of a negative 10-panel plus oxycodone (11-panel drug screen) report will be provided on all students. No information regarding the specific deficiencies of the Student's test results shall be shared with the School.

Confidentiality

Students and School Faculty shall not disclose to any third party, except as permitted or required by law or approved by the Facility in writing, any medical record or other patient information. Students and School faculty shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of the Facility regarding the confidentiality of patient information.

School acknowledges that the Facility must comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320 et seq. ("HIPAA") and its related regulations. School, Students and School faculty shall not request, use, or further disclose any Protected Health Information ("PHI") other than for the treatment and training purposes specified in this Agreement. The School will promptly report to the Facility any uses or disclosures of which the School becomes aware of PHI in violation of this Agreement.

To the extent permitted by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.), School agrees that the School will not disclose to others confidential information of the Facility obtained during the course of the clinical experience. Information which the Facility wishes considered confidential shall be clearly marked and identified as "confidential." No copies of confidential information shall be provided to School, School faculty or Students; all written copies are to remain at the Facility. Confidential information shall not include the terms and conditions of this Agreement or any other document the School would be required to produce under the Georgia Open Records Act.

Licensing

The School will not knowingly assign any School faculty to the Facility who is not appropriately licensed or certified, and will make evidence of the licensure or certification of its assigned faculty available to the Facility upon request.

IV. The Facility Agrees to The Following:

- A. Provide a program of clinical experience for the Students to engage in so as to benefit their knowledge of the Student's program of study at the School. The number of hours and experience may vary each year but will be mutually agreed upon with the School.
- B. The Facility will retain responsibility for the care of the patients, clients and/or customers and will maintain administrative and professional supervision of Students, insofar as their presence affects the operation of the Facility and/or patient, client, or customer care.

- C. Observe the following personnel policies:
1. School faculty and Students will be permitted to observe the School's calendar for holidays and events.
 2. Students will be allowed to make up time lost due to unavoidable absences.
 3. Students shall wear the accepted School uniform or conform to Facility policies regarding acceptable dress during the clinical experience.
 4. Faculty employed by the School will be under the full jurisdiction of the School's administration.
- D. Make provisions for orientation of School faculty members to the facilities, philosophies, and policies of the respective Facility. Such orientation shall include instruction on the facility's privacy policies and procedures, particularly as related to patient health or other confidential information.
- E. Assist in the orientation of the Students to the Facility and clear channels of administration for the use of equipment and records as necessary for teaching purposes and in accordance with Facility policies. Such orientation shall include instruction on the Facility's privacy policies and procedures, particularly as related to patient health or other confidential information.
- F. In a case of improper exposure to bodily fluids, airborne tuberculosis, pathogens, antibody and or antigen by a Student or School faculty member, the Facility will use its best efforts to appropriately test the source patient and to obtain the patient's consent for disclosure of test results to the School's infection control personnel.
- G. Facility staff shall, upon request, assist the School and School faculty in the evaluation of the learning and performance of participating Students. The Facility agrees to keep confidential any Student records or information it may obtain unless it has otherwise obtained prior written consent of the Student.
- H. Provide on the job training that complies with the Fair Labor Standards Act regarding trainees by meeting all six of the following criteria:
1. The training, even though it includes actual operation of the Facility, is similar to that which would be given at the School;

2. The training is for the benefit of the Students;
 3. The Students do not displace regular employees of the Facility, but work under constant supervision of Facility employees;
 4. The Facility that provides the internship derives no immediate advantage, economic or otherwise, from the activities of the Students.
 5. The Students are not necessarily entitled to a job at the Facility at the conclusion of the training period; and
 6. The Facility and the Students understand that the Students are not entitled to wages for the time spent in training.
- I. Provide a safe work environment for School faculty and Students.
 - J. Assist and cooperate with the School in investigations related to complaints related to the educational experience at the Facility.

V. The School Agrees to The Following:

- A. Ensure that the School's Student Code of Conduct is enforced for the Students at the Facility. Any Student whose behavior, conduct, attitude, or attire conflicts with the School's Student Code of Conduct will be subject to appropriate disciplinary actions.
- B. Provide School faculty in accordance with the required student-faculty ratio as mandated by the state licensing/certification agency or by the local Facility regulation(s).
- C. Provide School faculty who have experience in specialty area where they will be supervising Students.
- D. Assure that Students with unsatisfactory performance in the classroom and/or clinical practicum will not be placed on clinical assignments.
- E. Provide specific written clinical behavioral objectives for the Facility staff prior to Student rotation. Conferences will be scheduled with Facility staff during rotation to discuss Student learning, Student performance, and patient services.
- F. Submit a schedule to the Facility with names of attending Students at least two weeks prior to the beginning of the Student's first day at the Facility.
- G. Provide for all administrative functions required by the Facility necessary for smooth operation of the program (i.e., joint review of the use of clinical

facilities).

- H. Require the observance of Facility policies and procedures by the Students and faculty.
- I. Assure that each Student and School faculty member has professional liability insurance with minimum coverage of one million dollars to cover his or her acts or omissions.
- J. The School is self-insured under the State of Georgia, Department of Administrative Services, Risk Management Division, against tort claims, including comprehensive automobile liability, in the amount of one million (\$1,000,000) per person and three million (\$3,000,000) per occurrence; the School also maintains workers' compensation insurance through the State of Georgia.
- K. The School is prohibited by the Constitution of Georgia from contracting to indemnify or hold harmless any individual or entity. Article VII, Sec. 4, Paragraph 8; Article III, Sec. 6, Para. 6, Constitution of the State of Georgia. The School will be liable only for personal injury or property damage caused by acts or omissions of its employees in the performance of this contract to the extent provided by the Georgia Tort Claim Act (O.C.G.A. § 50-21-20 et seq.)
- L. The School shall, to the extent required by law or policy, offer to Students and School faculty at substantial risk of directly contacting body fluids or airborne tuberculosis, pathogens, antibody and or antigen testing and vaccination in accordance with requirements of the Occupational Health and Safety Administration and the Centers for Disease Control and Prevention. The School shall follow then current Technical School System of Georgia Policy following an exposure of a School faculty or Student.
- M. Maintain information on each Student and School faculty member who will be participating in clinicals:

(Examples, name, address, insurance information, etc.)
- N. In the event of an exposure, the School will be responsible for offering appropriate testing to the affected Student or School faculty, providing appropriate medical care, counseling, and recordkeeping in accordance with the School exposure control plan. In no instance shall the School's responsibility as defined in the paragraph exceed a period of one year after the Student or School faculty leaves the program in accordance with State Policy.

VI. Withdrawal of Student from Facility

- A. The Facility may request the School withdraw any Student from the educational experience at the Facility whose work or conduct may have a detrimental effect on patients or personnel; and/or reserves the right not to accept any Student who has previously been discharged by the Clinical Institute for non-discriminatory reasons, including but not limited to criminal or fraudulent activity, perceived lack of competency or failure to comply with the policies, procedures and rules of the School or Facility.
- B. The School may request the withdrawal from the Facility of any Student whose progress, achievement, or adjustment does not justify continuance in the educational experience at the Facility.

VII. Notice

Any communications or notice regarding this contract should be directed to the following representatives:

For the School:

Chad Jones
City of South Fulton EMS / Training Division
5440 Fulton Industrial Blvd.
South Fulton, GA 30336
Chad.jones@cityofsouthfultonga.gov
(404) 787-5153

For the Facility:

Tim Sweat
Interim Chief
7810 Hwy 85
Riverdale, GA 30274
Tim.sweat@claytoncountyga.gov
770-472-8019

VIII. Prohibition of Gratuities

All of the parties hereby certify that the provisions of O.C.G.A. § 45-10-20 through § 45-10-28, which prohibit and regulate certain transactions between State Officials, employees and the State of Georgia, and O.C.G.A. § 45-1-6, which prohibits gratuities, have not been violated and will not be violated in any respect throughout the term of this Contract.

IX. Miscellaneous

A. Term

1. The terms and conditions of this agreement shall be periodically reviewed by the parties.
2. This agreement will remain in effect from July 1, 2023 until July 1, 2025.
3. Either party may terminate this agreement upon a 90-day notice in writing to the other party. However, if either party wishes to terminate this agreement it is understood that Students then enrolled in the educational experience at the facility shall be given the opportunity to complete the educational experience.

B. Entire Agreement

This Agreement, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions which are not set out, referenced, or specifically incorporated into this Agreement shall in any way be binding or of effect between the parties.

C. Assignment

Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

D. Applicable law

This Agreement shall be governed in all respects by the laws of the State of Georgia.

E. Amendments in Writing

No amendment of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

Clayton County Board of Commissioners

City of South Fulton Training Academy CSF

Signature Date

Signature Date

Name (please print)

Name (please print)

Title

Title

Address:
Clayton County Board of Commissioners
112 Smith Street
Jonesboro, Georgia 30236
770-473-3833

Address:
City of South Fulton Department
5440 Fulton Industrial Blvd.
South Fulton, GA 30336
(404) 787-5153

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Decision Memo - Request to apply for GEMSA Grant	Cover Memo	8/19/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager



REVIEW AND APPROVAL ROUTING SHEET

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

Parties Consulted:

Initials

Date

☒ **City Attorney/General Counsel**

Legal issues have been addressed

VDH

08/08/2023

☐ **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 (FIRE)**

Complies with Division/programmatic processes. Specify Fire or Police

CCJ

CCJ

08/04/2023

☐ **Public Works Director**

Complies with Division/programmatic processes

(GRANT)

☒ **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

SHARON SUBADAN
INTERIM CITY MANAGER



CHAD C. JONES
FIRE CHIEF

DECISION MEMO

TO: Sharon Subadan
Interim City Manager

FROM: Chad Jones CCJ
Fire Chief CCJ

DATE: August 4, 2023

SUBJECT: Request Approval to Apply & Accept the GEMSA NAEMT Grant

Background:

The Fire and Rescue Department continuously searches for grant opportunities to supplement its budgetary needs. We applied for and was awarded the Georgia EMS Association (GEMSA) NAEMT Grant. The Georgia EMS Association has partnered with the Georgia Trauma Commission to facilitate the distribution of funds earmarked for the coordination and delivery of approved Trauma Courses for Emergency Services personnel.

As a result of our grant application, we were notified that our application for funding of a Trauma Course was approved. The grant will allow our Fire Department instructors to teach a Prehospital Trauma Life Support (PHTLS) Course to staff.

Decision Needed:

South Fulton Fire and Rescue is requesting approval to apply for and accept the Georgia EMS Association (GEMSA) NAEMT Grant in the amount of \$5,850. The account line will be established after we're approved to apply and accept the grant.

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:

Signature

Date



386 River Point Drive
McDonough, GA 30252

(229) 402-2240

www.georgiaemsassociation.com

7.19.2023

Your Grant Application for funding of a Trauma Course has been approved.

You are required to complete this contract (Initial and/ or Sign all **Blue Highlighted areas**) By doing so – the Lead Instructor understands they will fully comply with each instruction. Return to GEMSA at grant@georgiaemsassociation.com by **8.15.2023** to confirm the acceptance of this Grant.

The information below is duplicated from your on line application.

To: Lead Instructor Name - **Terrance Kerney**
Contact phone number **4044212462**
Mailing Address **2835 Feldspar Way**
Email Address of Lead Instructor **terrance.kerney@cityofsouthfultonga.gov**
Type Course: **Pre-Hospital Trauma Life Support**
Location of Course: **FCPSTC**
EMS Region of Course to be taught: **Region 3**
County :
Date(s) of Class **August 2023**

From: Kim Littleton, GEMSA Executive Director & Cathy M. White, GEMSA Program Coordinator

Re: Grant Funding for Trauma Courses (PHTLS – EPC – ITLS – GEMS- AMLS)

Good Day!!

The Georgia EMS Association has partnered with the Georgia Trauma Commission to facilitate the distribution of funds earmarked for the coordination and delivery of approved Trauma Courses for Emergency Services personnel.



Georgia Trauma Commission

Right Patient, Right Hospital, Right Time, Right Means

The document should be completed and then printed for your signature. You may return the document by scanning or taking a picture of the document and return it via email to grant@georgiaemsassociation.com

NAEMT or ITLS Course Registration #: _____

Your course must be fully completed by **5.1.2024**

(this includes all necessary paperwork submitted to GEMSA). There are NO exceptions to this deadline.

_____ Your Expenses cannot exceed the following

- *Lead Instructor: \$350.00 (GEMS) or \$700.00 (PHTLS, ITLS, AMLS or EPC)
There can be only 1 Lead Instructor per Grant
- Assisting Instructor: **\$25.00 per hour maximum (14 hours MAX)**
- Book Allowance – **Receipt must be provided with roster**
 - The Trauma Commission funds may be used to purchase textbooks for each individual student, **OR**, to purchase a library of textbooks for the host facility. If the textbooks are purchased for the host facility, the facility is responsible for ensuring students receive and return books prior to and after the course. No more than 24 “library” textbooks will be purchased for any given facility.
 - **If the Lead Instructor desires GEMSA to provide the textbooks for the course, arrangements should be made well in advance to place the order for drop shipping of the books from the publisher.**
 - **A letter on Department Letter head stating: We would like to order 24 “type of books” to be “librarid” within our department for future classes. To be shipped to (YOUR Mailing Address.**
- **The facility must also agree to provide a letter on their business letter head to use the texts for the delivery of additional classes, even if not funded through the Trauma Commission grant.**
- Role Players: \$15:00 per hour maximum MAX 8 hours
- Postage – ***Detailed Receipt*** must be provided with roster
- Printing - ***Detailed Receipt*** must be provided with roster
- NAEMT or ITLS – Receipt must be provided with roster
- ***NO OTHER EXPENSES WILL BE REIMBURSED WITHOUT PRIOR APPROVAL OF THE EXPENDITURE.***

_____ The entire course cost cannot exceed \$5,850.00*****

Lead Instructors must agree to follow all program coordination requirements. Courses must be approved and registered through NAEMT PHTLS/EPC/GEMS/AMLS or ITLS (*Course coordinators work with their local Chapter or Training Centre to schedule and register an ITLS course. If the Chapter or Training Centre uses CMS, the course request is submitted through CMS and approval is granted by the Chapter or Training Centre*) as required, student/instructor ratios must be maintained, and all quality assurance mechanisms required to be in place must be met and the course must be listed as an **OPEN** course.

Lead Instructors may seek additional financial support for the program through their community, employers, donations, etc. However, the coordinator agrees to ensure the student participates free of charge and is not required to pay for any portion of course expenses.

The Trauma Commission funds **DO NOT** cover travel/lodging expenses for the students or instructors for this Grant. Instructors are paid at the described hourly fee per day.

Trauma Commission funds are **NOT** to be used to cover expenses for food such as breakfast, lunch, snacks, or breaks.

Requirements for Reimbursement:

The Lead Instructor also agrees to provide GEMSA with the required documentation for reimbursement *no later than* **20 consecutive days** of the conclusion of the course. Required documentation includes: **(if you exceed this 20 day time frame you will forfeit your Grant)**

Provide an initial and ending Roster on the Official GAEMS Course Roster – **You must have a minimum of 12 students enrolled in the class to qualify for GAEMS Trauma Course Grant funding – if you do not have a minimum of 12 students on roster your Grant will be forfeited.**

Official GEMSA roster, including ALL information on roster template for every student. **A copy of the Official Roster will be provided to the Lead Instructor. The only acceptable roster is the one provided by GEMSA.**

Official NAEMT Invoice for PHTLS/EPC/GEMS/AMLS courses, or official ITLS Invoice for ITLS courses which indicates the amount owed/or paid and who should be reimbursed listed on the course Invoice form (*form provided by GEMSA*)

- 1) The completed Official GEMSA Trauma Course Invoice and Official GAEMS Roster. This list includes, but is not limited to,
 - a. Administrative (books purchases, printing, postage, etc.) Receipts

- b. Names of all instructors and other staff, the number of hours assisting in the course, and the amount each participant is to be paid along with a completed & signed **W-9 (2018 revised form)** from every instructor.
- c. Any other GEMSA Approved expenses directly related to the delivery of the course.
Receipts must be supplied to support expenses.

Any missing paperwork will cause a delay of ALL payment associated with the entire class. All rosters, invoices, receipts, instructor, or role player w9s and detailed course invoice (template supplied by GEMSA).

GEMSA will mail checks directly to the recipient (participating instructor and/or participating course assistant) according to the address listed on the individual W-9. If this address is incorrect and causes a need for a 'stop payment to be issues with GEMSA bank – this fee will be deducted from payment.

Trauma Course Lead Instructor:

_____ (Signature)

_____ (print name)

_____ (Date)

Returned this completed form (all blanks filled in, initials by each paragraph, signed and dated) to

grant@georgiaemsassociation.com

Signature: *Vincent D. Hyman*

Email: vincent.hyman@cityofsouthfultonga.gov

Signature:

Email: Antoinette.Williams@cityofsouthfultonga.gov

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenda Packet - Request approval to purchase Motorola Radios	Cover Memo	8/19/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager



REVIEW AND APPROVAL ROUTING SHEET

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

Parties Consulted:

(Reviewed By:)

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**

(FIRE)

Complies with Division/programmatic processes. Specify Fire or Police

CCJ
CCJ

07/07/2023

☐ **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

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

SHARON SUBADAN
INTERIM CITY MANAGER



CHAD C. JONES
FIRE CHIEF

DECISION MEMO

TO: Sharon Subadan
Interim City Manager

FROM: Chad Jones 
Fire Chief

DATE: July 7, 2023

SUBJECT: Request approval to purchase Motorola Radios

Background:

This is a request to purchase new Motorola radios. This is a multi-year project to upgrade and/or replace our existing radios. The purchase of these radios will enhance our communication abilities.

Decision Needed:

South Fulton Fire and Rescue is requesting approval to procure forty-five (45) radios from Motorola Solutions. This vendor is registered with Sourcewell and their contract number is 042021-MOT. City of South Fulton is a member of Sourcewell and our ID number is 177950.

The cost is \$301,646.16 which covers the devices, accessories, and programming. The funds are available in our Capital account line: 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:

Signature

Date



SOUTH FULTON, CITY OF

APX6000XE Portables

06/29/2023

06/29/2023

SOUTH FULTON, CITY OF
5440 FULTON INDUSTRIAL BLVD SW
ATLANTA, GA 30336

RE: Motorola Quote for APX6000XE Portables
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

Billing Address:
SOUTH FULTON, CITY OF
5440 FULTON INDUSTRIAL
BLVD SW
ATLANTA, GA 30336
US

Quote Date:06/29/2023
Expiration Date:08/28/2023
Quote Created By:
Shelley Abe
shelley.abe@bearcom.com
4707200052

End Customer:
SOUTH FULTON, CITY OF
Wayne Gilliard
wayne.gilliard@cityofsouthfultonga.gov

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000 XE				
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	45	\$3,595.00	\$2,624.35	\$118,095.75
1a	H869BZ	ENH: MULTIKEY	45	\$363.00	\$264.99	\$11,924.55
1b	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	45	\$0.00	\$0.00	\$0.00
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	45	\$330.00	\$240.90	\$10,840.50
1d	QA02006AA	ENH: APX6000XE RUGGED RADIO	45	\$880.00	\$642.40	\$28,908.00
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	45	\$184.00	\$184.00	\$8,280.00
1f	QA00580AC	ADD: TDMA OPERATION	45	\$495.00	\$361.35	\$16,260.75
1g	H38BT	ADD: SMARTZONE OPERATION	45	\$1,320.00	\$963.60	\$43,362.00
1h	QA01427AB	ALT: IMPACT GREEN HOUSING	45	\$28.00	\$20.44	\$919.80
1i	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	45	\$567.00	\$413.91	\$18,625.95
2	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	46	\$213.15	\$155.60	\$7,157.60



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
3	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	12	\$169.56	\$123.78	\$1,485.36
4	LSV00Q00202A	DEVICE PROGRAMMING	45	\$85.00	\$85.00	\$3,825.00
5	PMMN4107C	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	45	\$594.00	\$433.62	\$19,512.90
6	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA- PLUG, ACC USB CHGR	10	\$1,705.20	\$1,244.80	\$12,448.00

Grand Total **\$301,646.16(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 Solutions Sourcewell Contract #042021-MOT

City of South Fulton Sourcewell ID #177950



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 <i>Legal</i> 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)	

Signature: Chad C. Jones
Chad C. Jones (Jul 7, 2023 16:09 EDT)
 Email: chad.jones@cityofsouthfultonga.gov

Signature:
 Email: keisha.dixon@cityofsouthfultonga.gov

Signature:
 Email: katherine.vernet@cityofsouthfultonga.gov

Signature:
 Email: dominic.ochei@cityofsouthfultonga.gov

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenda Packet - Request approval to purchase Fire Nozzles and Accessories	Cover Memo	8/19/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager



REVIEW AND APPROVAL ROUTING SHEET

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

Parties Consulted:

(Reviewed By:)

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

(FIRE)

Complies with Division/programmatic processes. Specify Fire or Police

CCJ
CCJ

07/07/2023



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 7/18/2023		
Requesting Department Fire		Council District(s) Affected All
Requested Action This is a request to purchase Fire nozzles and accompanying accessories. The purchase of fire nozzles and hose connected appliances will enhance our abilities in fighting fire. If spray nozzles or any hose-connected appliances fail or don't work properly on the fireground, the results can be catastrophic.		
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) South Fulton Fire and Rescue is requesting approval to procure fire nozzles and accessories from Ten-8 Fire and Safety, LLC. This vendor is registered with NPPGov and their contract number is PS20050. The City of South Fulton is a member of NPPGov and our ID number is M-5777354. The cost is \$114,066.43 which covers the devices and accessories. The funds are available in our Capital account line: 350-3520-54-2200.		
Funding Source (if applicable) 350-3520-54-2200		
Financial Impact (if applicable)		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval <u>Chad C. Jones</u> Chad C. Jones (Jul 7, 2023 17:50 EDT)		Finance Director Approval
Assistant City Manager Approval	City Attorney Approval	City Manager Approval

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

SHARON SUBADAN
INTERIM CITY MANAGER



CHAD C. JONES
FIRE CHIEF

DECISION MEMO

TO: Sharon Subadan
Interim City Manager

FROM: Chad Jones 
Fire Chief

DATE: July 7, 2023

SUBJECT: Request approval to purchase Fire Nozzles and Hose Connected appliances

Background

This is a request to purchase Fire nozzles and accompanying accessories. The purchase of fire nozzles and hose connected appliances will enhance our abilities in fighting fire. If spray nozzles or any hose-connected appliances fail or don't work properly on the fireground, the results can be catastrophic.

Decision Needed:

South Fulton Fire and Rescue is requesting approval to procure fire nozzles and accessories from Ten-8 Fire and Safety, LLC. This vendor is registered with NPPGov and their contract number is PS20050. The City of South Fulton is a member of NPPGov and our ID number is M-5777354.

The cost is \$114,066.43 which covers the devices and accessories. The funds are available in our Capital account line: 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:

Signature

Date



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

CITY OF SOUTH FULTON

5890 PLUMMER ROAD SW

ATLANTA GA 30336
USA

Original

QUOTATION

Quote Number	Document Date	Page
231013891	07/07/23	1/2
.....		
Customer No.	Federal Tax ID - Business Partner	
.....		
C00908		
.....		
PO Number		
.....		
▪		
.....		
Sales Employee	Email	
.....		
Roberts, Van	vroberts@ten8fire.com	
.....		
Document Owner	Email	
.....		
Pike, Cory R	cpike@ten8fire.com	
.....		
Delivery Address		
.....		
CITY OF SOUTH FULTON		
.....		
Same as Bill-to		

Description	Quantity	UoM	Vendor	Price	Total
F140FP "VALVE W/GRIP 1.5"" FEM X 1.5"" MALE 1.375 WATERWAY"	84	EA	TASK FORCE TIPS	320.48	26,920.32
FSS8 "STRAIGHT TIP 7/8""	60	EA	TASK FORCE TIPS	102.00	6,120.00
FF155 SHORT TIP W/ SWIVEL, 1.5" INLET, 1-1/8"	50	EA	TASK FORCE TIPS	64.91	3,245.50
ME1VPGI-226 METRO 1 W/GRIP 1.5"F, 160 GPM @ 50 PSI	20	EA	TASK FORCE TIPS	712.84	14,256.80
DS1040P TWISTER W/GRIP 1.0" FEMALE	20	EA	TASK FORCE TIPS	224.29	4,485.80
HSFS50-45NHLH 5" STORZ X 4.5" FEMALE LONG HANDLE	20	EA	HARRINGTON INC	217.44	4,348.80
J140F BALL VALVE 2.5"FEMALE X 1.5"MALE	20	EA	TASK FORCE TIPS	341.35	6,827.00
H-2VPP "PLAYPIPE 2.5"" INLET X 1.5 OUTLET"	20	EA	TASK FORCE TIPS	700.67	14,013.40
FS-3STACK NFPA STACKED TIPS 1.5"NH INLET TIP SIZES 1-1/4"	20	EA	TASK FORCE TIPS	133.88	2,677.60
FJ-LX-G LX-FOAMJET - G-FORCE LOW EXPANSION	10	EA	TASK FORCE TIPS	292.74	2,927.40
UE-095-NJ-NF EDUCTOR, 95GPM 2.5X1.5	12	EA	TASK FORCE TIPS	686.77	8,241.24
GF3C2S G-FORCE 1.5 NHF VALVE W/GRIP, WEL 30/60/95/125/150	12	EA	TASK FORCE TIPS	776.22	9,314.64
AA1ST-NX ADAPTER 5.0"STORZ X 6.0"NH, RIGID TO RIGID FEMALE ROCKER LUG	10	EA	TASK FORCE TIPS	309.48	3,094.80
AA1ST-NT ADAPTER 5.0"STORZ X 5.0"NH RIGID TO RIGID FEMALE ROCKER LUG	10	EA	TASK FORCE TIPS	254.42	2,544.20
A3845 3 WRENCH BRACKET SET	20	EA	TASK FORCE TIPS	199.94	3,998.80
A03HNX-JET-F "LOW-LEVEL STRAINER 6.0""F6.0""FEMALE"	1	EA	TASK FORCE TIPS	895.40	895.40

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for return can be found on our website at <https://ten8fire.com/return-policy/>



Original

QUOTATION

Quote Number

Document Date

Page

231013891

07/07/23

2/2

Currency: \$

Description	Quantity	UoM	Vendor	Price	Total
A02HNX JUMBO BARREL STRAINER 6.0" FEMALE SWIVEL HANDLE	1	EA	TASK FORCE TIPS	154.73	154.73
PRICED PER NPPGOV PS20050					

Shipping: Ground

Subtotal: \$ 114,066.43

Total Before Tax: \$ 114,066.43

Total Tax Amount: \$ 0.00

Total Amount: \$ 114,066.43

Valid Until: 08/07/2023

Signature:

Email: keisha.dixon@cityofsouthfultonga.gov

Signature:

Email: katherine.vernet@cityofsouthfultonga.gov

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
South Fulton ESCI Contract 2023 - CAO edits 7.19.23	Cover Memo	8/19/2023



Emergency Services Consulting International

Providing Expertise and Guidance that Enhances Community Safety

PERSONAL SERVICES CONTRACT

This agreement made this ____ day of ____ 2023, by and between **City of South Fulton ("Client")** and **Emergency Services Consulting International** doing business as an Oregon corporation in Wilsonville, Oregon, hereinafter called **ESCI**.

WITNESSETH:

1. For and in consideration of the payment, agreements, and scope of work herein attached as **Attachment A** to be made and performed, Client and **ESCI** hereby agree to commence and complete the consultation, to provide the work described, and comply with the terms of the contract to conduct **a Strategic Plan, Entry Level Test, AC Process, BC Process, Sergeant Process, Captain Process, LT Process, CRA-SOC, 20 Year Capital Plan, and Station Location (Project)**.
2. **ESCI** will furnish labor, materials, and other services necessary to complete the **Project** for Client, and Client shall provide to **ESCI** the information, data, and assistance required as specified in the attached scope of work.
3. Fees: The Client shall pay **ESCI** a sum not to exceed **Three Hundred Seven Thousand Six Hundred Eighty Three (\$307,683), including expenses**. Client shall pay **ESCI** according to the following schedule:
 - A. Year 1: \$120,815
 - B. Year 2: \$88,868
 - C. Year 3: \$98,000
 - D. Monthly payments as work progresses
 - E. Payment shall be made within 30 days of receipt of invoice
4. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
5. The laws of Georgia shall govern this agreement.
6. **ESCI** shall comply with all federal, state, and local laws applicable to the work under this agreement.
7. Termination. Client may terminate this agreement for any reason upon thirty (30) days written notice to **ESCI**. Payment for all work completed and expenses incurred up to the time of termination shall be due immediately upon termination by Client.
8. Amendment. This agreement may be amended by mutual written agreement of all parties.

9. Independent Contractor. *ESCI* is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to the payments under this agreement. *ESCI* is not currently employed by Client and will not be under the direct control of Client. Because *ESCI* is an independent contractor, Client will not be liable for any tax withholding, social security payments, state workers' compensation insurance, unemployment insurance, retirement system payments, or other similar expenses normally payable on behalf of employees of Client.
10. Indemnification. *ESCI* agrees to indemnify, defend, and hold harmless Client and its elected and appointed officials, officers, employees and volunteers from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of *ESCI*, *ESCI*'s agents, employees, or representatives under this Agreement.
11. ~~Attorney Fees. If suit, action, or arbitration is brought either directly or indirectly to enforce the terms of this agreement, the prevailing party shall recover, and the losing party hereby agrees to pay, reasonable attorney's fees incurred in such proceeding, in the trial and appellate courts, as well as costs and disbursements as ordered by a court of competent jurisdiction.~~
12. This agreement is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. None of the parties to this agreement have relied upon inducements, concessions, or representations of fact, except as set forth in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the agreement electronically on the first date written above.

City of South Fulton

By: _____ Title: _____ Date: _____
Signature

Emergency Services Consulting International

By: _____ Title: _____ Date: _____
Signature

EXHIBIT A

Year 1							
	Strategic Plan	Entry-Level Test (100 x2/year)	AC Process (4-5)	BC Process (10)	Sergeant Process (40-50)	Captain Process (10-15)	LT Process (>30)
List Price	\$ 25,437.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00
NPP Gov	\$ 24,016.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Quoted	\$ 22,815.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Additional Travel Est.	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
Year 1 Cost							\$ 120,815.00

Year 2			
CRA/SOC	Entry-Level Test (100 x2/year)	20-Year Capital Plan	Station Location Study
\$ 52,756.00	\$ 10,000.00	\$ 5,000.00	\$ 32,972.00
\$ 50,118.00	\$ -	-	\$ 31,323.00
\$ 47,612.00	\$ 8,000.00	\$ 3,500.00	\$ 29,756.00
\$ -	\$ -	\$ -	\$ -
Year 2 Cost			\$ 88,868.00

Year 3					
AC Process	Entry-Level Test (100 x2/year)	BC Process	Sergeant Process	Captain Process	LT Process
\$ 15,000.00	\$ 10,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 15,000.00	\$ 8,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
\$ 5,500.00	\$ -	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
Year 3 Cost					\$ 98,000.00

Contract Price:	\$ 307,683.00
Annual Price:	\$ 102,561.00

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenda Packet - Request approval to purchase SCBA Equipment	Cover Memo	8/19/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager



REVIEW AND APPROVAL ROUTING SHEET

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

Parties Consulted:

Reviewed By:

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 (FIRE)

Complies with Division/programmatic processes. Specify Fire or Police

CCJ
CCJ

07/07/2023

☐ 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

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

SHARON SUBADAN
INTERIM CITY MANAGER



CHAD C. JONES
FIRE CHIEF

DECISION MEMO

TO: Sharon Subadan
Interim City Manager

FROM: Chad Jones
Fire Chief

DATE: July 7, 2023

SUBJECT: Request approval to purchase SCBA Equipment

Background:

A self-contained breathing apparatus (SCBA) is a device worn by firefighters to provide breathable air in an immediately dangerous to life or health atmosphere (IDLH). It is a dire need to replace the SCBA equipment and accessories to ensure the department is operating safely, effectively, and efficiently.

Decision Needed:

South Fulton Fire and Rescue is requesting approval to procure the **Self-Contained Breathing Apparatus (SCBA)** from the vendor, Ten-8 Fire & Safety, LLC in the amount of \$188,968.33. The vendor is registered with National Purchasing Partners (NPPGov) of which we are a member (member #M-5777354). NPPGov serves public and non-profit markets as a cooperative purchasing organization providing access to contracts created through an RFP process conducted by a Lead Public Agency.

Ten-8 Fire Equipment, Inc. pricing is provided by way of NPPGov Contract #PS20050, RFP #1920 SCBA. Funds are available in our Capital account line: 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.

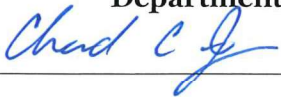
Comments:

Signature

Date

City of South Fulton Agenda Item Summary



City Council Meeting Date 7/18/2023		
Requesting Department Fire		Council District(s) Affected All
Requested Action South Fulton Fire and Rescue is requesting approval to procure the Self-Contained Breathing Apparatus (SCBA) from the vendor, Ten-8 Fire & Safety, LLC in the amount of \$188,968.33.		
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) Ten-8 Fire & Safety, LLC is registered with National Purchasing Partners (NPPGov) of which we are a member (member #M-5777354). NPPGov serves public and non-profit markets as a cooperative purchasing organization providing access to contracts created through an RFP process conducted by a Lead Public Agency. Ten-8 pricing is provided by way of NPPGov Contract #PS20050, RFP #1920 SCBA.		
Funding Source (if applicable) 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
Assistant City Manager Approval	City Attorney Approval	City Manager Approval



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

CITY OF SOUTH FULTON

5890 PLUMMER ROAD SW

ATLANTA GA 30336
USA

Original

QUOTATION

Quote Number	Document Date	Page
231013777	07/05/23	1/2
Customer No.	Federal Tax ID - Business Partner	

C00908

PO Number

*

Sales Employee

Email

Roberts, Van

vroberts@ten8fire.com

Document Owner

Email

Huynh, Khanh P

khuyh@ten8fire.com

Delivery Address

CITY OF SOUTH FULTON

Same as Bill-to

Description	Quantity	UoM	Vendor	Price	Total
A-G1FS444MA2C0LG R G1 SCBA H-P 4500 CONFIGURATION OPTIONS: SYSTEM_PRESSURE: 4-4500 PSIG CYLINDER_CONNECTION: 4- CGA Quick Connect Remote Con HARNESS: 4- Serviceable Tunnel with Ch.S CRADLE_TYPE: M- Metal Band LUMBAR_TYPE: A- Adjustable Swivel Lumbar Pad REGULATOR_TYPE: 2- Solid Cover Left Shd. REGULATOR_HOSE_TYPE: C- Continuous EMERGENCY_BREATHING_SUPPORT: None SPEAKER_MODULE: L- Left Chest PASS: G- PASS Telemetry Right Shd TIC BATTERY_TYPE: R- Rechargeable DOES NOT INCLUDE: MASK & CYLINDER	8	EA	MSA SAFETY SALES, LLC	7,900.17	63,201.36
A-G1FS444MA2C4LG R G1 SCBA HP CONFIGURATION OPTIONS: SYSTEM_PRESSURE: 4-4500 PSIG CYLINDER_CONNECTION: 4- CGA Quick Connect Remote Con HARNESS: 4- Serviceable Tunnel with Ch.S CRADLE_TYPE: M- Metal Band LUMBAR_TYPE: A- Adjustable Swivel Lumbar Pad REGULATOR_TYPE: 2- Solid Cover Left Shd. REGULATOR_HOSE_TYPE: C- Continuous EMERGENCY_BREATHING_SUPPORT: 4- Hose & Pouch SPEAKER_MODULE: L- Left Chest PASS: G- PASS Telemetry Right Shd TIC BATTERY_TYPE: R- Rechargeable DOES NOT INCLUDE: MASK & CYLINDER	8	EA	MSA SAFETY SALES, LLC	8,725.17	69,801.36
10156459 FACEPIECE,G1,FS,MD MDNC,4PT C-HARNESS	25	EA	MSA SAFETY SALES, LLC	367.73	9,193.25
10175708 CYL,G1 LP RC,4500 PSIG, 45MINS W/QC	32	EA	MSA SAFETY SALES, LLC	1,151.16	36,837.12
10083875 TAG ASSY, ELECTRONIC ID, M7	15	EA	MSA SAFETY SALES, LLC	46.86	702.90
10158385 G1 Lithium Ion Battery charger station	3	EA	MSA SAFETY SALES, LLC	820.06	2,460.18
10148741-SP Battery Pack, G1, Rechargeable	16	EA	MSA SAFETY SALES, LLC	423.26	6,772.16

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy/>



Original

QUOTATION

Quote Number

231013777

Document Date

07/05/23

Page

2/2

Currency: \$

Description	Quantity	UoM	Vendor	Price	Total

LOC NPPGov RFP #1920 SCBA

City of South Fulton NPP.Gov Member ID: M-5777354

Shipping:

Subtotal: \$ 188,968.33

Total Before Tax: \$ 188,968.33

Total Tax Amount: \$ 0.00

Total Amount: \$ 188,968.33

Valid Until: 08/05/2023

Signature: Chad C. Jones
Chad C. Jones (Jul 7, 2023 15:54 EDT)

Email: chad.jones@cityofsouthfultonga.gov

Signature:

Email: keisha.dixon@cityofsouthfultonga.gov

Signature:

Email: katherine.vernet@cityofsouthfultonga.gov

Signature:

Email: dominic.ochei@cityofsouthfultonga.gov

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy/>

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenda Packet - Request approval to purchase Extrication Equipment	Cover Memo	8/19/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager



REVIEW AND APPROVAL ROUTING SHEET

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

Parties Consulted:

(Reviewed By:)

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 (FIRE)

Complies with Division/programmatic processes. Specify Fire or Police

CCJ
ccj

07/07/2023



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

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

SHARON SUBADAN
INTERIM CITY MANAGER



CHAD C. JONES
FIRE CHIEF

DECISION MEMO

TO: Sharon Subadan
Interim City Manager

FROM: Chad Jones CCJ
Fire Chief CCJ

DATE: July 7, 2023

SUBJECT: Request approval to purchase Fire Extrication Tools

Background:

This is a request to purchase Fire Extrication Tools. This is a multi-year project which will allow the department to upgrade and/or replace three (3) Extrication tool kits. The purchase of these extrication sets will enhance our capabilities of rescuing entrapped motor vehicle victims

Decision Needed:

South Fulton Fire and Rescue is requesting approval to procure three (3) sets and ancillary equipment from Georgia Fire and Rescue Supply. This vendor is registered with NPP.Gov and their contract number is PS20035. The City of South Fulton is a member of NPPGov and our ID number is 1M-5777354.

The cost is \$123,789.00 which covers the devices and accessories. The funds are available in our Capital account line: 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:

Signature

Date

City of South Fulton Agenda Item Summary



City Council Meeting Date 7/18/2023		
Requesting Department Fire		Council District(s) Affected All
Requested Action We are requesting approval to purchase Fire Extrication Tools. This is a multi-year project which will allow the department to upgrade and/or replace three (3) Extrication tool kits. The purchase of these extrication sets will enhance our capabilities of rescuing entrapped motor vehicle victims.		
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) South Fulton Fire and Rescue is requesting approval to procure three (3) sets and ancillary equipment from Georgia Fire and Rescue Supply. This vendor is registered with NPPGov and their contract number is PS20035. The City of South Fulton is a member of NPPGov and our ID number is 1M-5777354. The cost is \$123,789.00 which covers the devices and accessories. The funds are available in our Capital account line: 350-3520-54-2200.		
Funding Source (if applicable) 350-3520-54-2200		
Financial Impact (if applicable)		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval <u>Chad C. Jones</u> Chad C. Jones (Jul 7, 2023 17:19 EDT)		Finance Director Approval
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval



(770) 479-5495 • (866) 479-5495
 www.georgiafirerescue.com
 107 P Rickman Industrial Drive
 Canton, GA 30115

3% fee added to purchase
 made with credit card on totals
 of \$1500 or more

Quote

Quote Number:
 07062023-02jgw

Quote Date:
 Jul 6, 2023

Page:
 1

Quoted to:

South Fulton Fire Dept
 5890 Plummer Road SW
 Atlanta, GA 30336
 USA

Fulton County Fire & Rescue
 5890 Plummer Road SW
 Atlanta, GA 30336
 USA

Customer ID		Good Thru	Payment Terms	Sales Rep	
South Fulton FD		8/5/23	Net 30 Days	Whidby, Jason	
Quantity	Item	Description	Unit Price	Extension	
3.00	159.000.181	Pentheon Spreader PSP50	12,358.00	37,074.00	
3.00	159.000.063	Pentheon Cutter PCU50	10,796.00	32,388.00	
3.00	159.000.207	PTR50 Telescopic Ram	9,050.00	27,150.00	
3.00	151.001.902	TRE05 Extension Pipe 17.3"	840.00	2,520.00	
18.00	151.000.583	PBPA287 Battery 7Ah	832.00	14,976.00	
9.00	151.000.632	PBCH3 Battery Charger (DC) 24 VDC	467.00	4,203.00	
9.00	151.000.499	POTC1 On Tool Charging Cord	98.00	882.00	
3.00	151.000.743	PMC2 Main Power Connector(US) (AC ADAPTER)	1,200.00	3,600.00	
Georgia Fire Rescue NPP.Gov Contract # PS20035, RFP1910 City of South Fulton NPP.Gov Member ID: M-5777354			Subtotal	122,793.00	
Remit to : PO Box 915 Holly Springs GA 30142			Sales Tax		
			Freight	996.00	
			Total	123,789.00	

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request approval to purchase new fire hoses consisting of various sizes from NAFECO in the amount of \$111,940.00.

DATE: August 22, 2023

SUBJECT: Request approval to purchase new fire hoses consisting of various sizes from NAFECO in the amount of \$111,940.00.

REFERENCE:

CONCLUSION:

BACKGROUND:

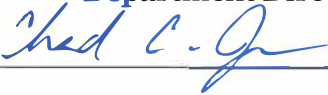
FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Agenda Item Summary Form - Request to purchase Fire Hose	Cover Memo	8/19/2023

City of South Fulton Agenda Item Summary



City Council Meeting Date 7/18/2023		
Requesting Department Fire	Council District(s) Affected All	
Requested Action To approve the purchase of new fire hoses of various sizes from NAFECO.		
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) Request to purchase new fire hoses to be placed on existing and new apparatus. Every year fire hose is tested to maintain safety and function of each section of hose; some of our existing hose is old and worn and needs replacing. We are requesting to purchase the fire hoses from the vendor, NAFECO thru NPP.gov; Contract# PS20045-1910. The total price of the new hose is \$111,940 excluding freight charges (TBD).		
Funding Source (if applicable) 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
Assistant City Manager Approval	City Attorney Approval	City Manager Approval

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenda Packet - Request approval to purchase PPE	Cover Memo	8/19/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager



REVIEW AND APPROVAL ROUTING SHEET

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

Parties Consulted:

Reviewed By:

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 (FIRE)**

Complies with Division/programmatic processes. Specify Fire or Police

CCJ
CCJ

07/07/2023

☐ **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

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

SHARON SUBADAN
INTERIM CITY MANAGER



CHAD C. JONES
FIRE CHIEF

DECISION MEMO

TO: Sharon Subadan
Interim City Manager

FROM: Chad Jones
Fire Chief

DATE: July 7, 2023

SUBJECT: Request approval to purchase PPE

Background:

Personal protective equipment (PPE) is a necessary component of a firefighter's safety equipment; turnout gear is crucial to completing a job safely and efficiently. Firefighter PPE includes bunker jackets, coats, pants, helmets, boots, hoods, and gloves. Most of our PPE has exceeded the 10-year manufactory life span, and/or is damaged. Besides replacing PPE, the department is working towards a plan to ensure all firefighters have two sets of turnout gear. It is a dire need to replace the PPE to ensure the department is operating safely, effectively, and efficiently.

Decision Needed:

South Fulton Fire and Rescue is requesting approval to procure the **Personal Protective Equipment (PPE)** from the vendor, NAFECO in the amount of \$229,625. The vendor is registered with National Purchasing Partners (NPPGov) of which we are a member (member #M-5777354). NPPGov serves public and non-profit markets as a cooperative purchasing organization providing access to contracts created through an RFP process conducted by a Lead Public Agency.

NAFECO pricing is provided by way of NPPGov Contract #PS20075, RFP 1915.
Funds are available in our Capital account line: 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.

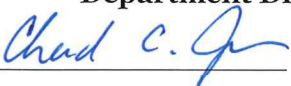
Comments:

Signature

Date

City of South Fulton Agenda Item Summary



City Council Meeting Date 7/18/2023		
Requesting Department Fire	Council District(s) Affected All	
Requested Action South Fulton Fire and Rescue is requesting approval to procure the Personal Protective Equipment (PPE) from the vendor, NAFECO in the amount of \$229,625.		
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) NAFECO is registered with National Purchasing Partners (NPPGov) of which we are a member (member #M-5777354). NPPGov serves public and non-profit markets as a cooperative purchasing organization providing access to contracts created through an RFP process conducted by a Lead Public Agency. NAFECO pricing is provided by way of NPPGov Contract #PS20075, RFP 1915.		
Funding Source (if applicable) 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 _____ _____
Assistant City Manager Approval _____	City Attorney Approval _____	City Manager Approval _____

**NAFECO**

Mailing: 1515 W Moulton St
(2601 Beltline Road)
Decatur, AL 35601
(800) 628-6233
info@nafeco.com

Quotation

Q1023062897394

Date: 2023-06-28
Expires: 2023-07-28
FOB:

Customer Number: SOU117
Customer Information: CITY OF SOUTH FULTON
Address: 5890 PLUMMER ROAD
WAYNE GILLIARD 404-901-8054
ATLANTA, GA 30336

NAFECO: NPP.Gov Contract # PS20075, RFP 1915**City of South Fulton Member ID: M-5777354**

Attention: Wayne Gilliard
Phone: 470-809-7204
Email: wayne.gilliard@cityofsouthfultonga.gov
Prepared By: Brian Goldman

Qty	Item #	Description	Each	Total
50	PSGQ28510	Lion V-Force Bi-Swing Coat PBI Max Natural	\$2,090.00	\$104,500.00
50	PSGQ28510	Lion V-Force Bi-Swing Pant PBI Max Natural	\$1,390.00	\$69,500.00
50	PSGQ28510	Legend Helmet with NFPA Bourkes	\$405.00	\$20,250.00
75	PSGQ28510	Lion Ace Commander Fire Glove	\$105.00	\$7,875.00
50	PSGQ28510	Lion Particulate Blocking Hood	\$105.00	\$5,250.00
50	804-6389-XX	Thorogood KnockDown Elite 14" Leather Structural Boot	\$445.00	\$22,250.00
			Freight Charges	TBD
			Total	\$229,625.00

*tax & freight to be determined***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: nafeco.com

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Rezoning Ordinance - Z23-017 - 0 Estes Road	Cover Memo	8/19/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

Z23-011 – AN ORDINANCE TO REZONE 10.96 ACRES OF LAND LOCATED ON THE SOUTH SIDE OF ESTES DRIVE (PARCEL ID 130096 LL0561), FROM R-3 (SINGLE FAMILY DWELLING) TO R-5A (SINGLE FAMILY DWELLING); AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Case Z22-017, a request to rezone 0 Estes Road (the “subject Property”), filed in August, 2022, and processed in accordance with Section 803 of the City of South Fulton Zoning Ordinance; and

WHEREAS, on January 24, 2023, the City Council of the City of South Fulton, Georgia, vote unanimously to deny the application to rezone the Subject Property; and

WHEREAS, pursuant to litigation (Fulton County Superior Court Case No. 2021CV354216), the City’s current R-3 zoning was held to be unconstitutional.

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

Section 1. That the Zoning Ordinance of the City of South Fulton be amended, and the maps established in connection therewith be hereby amended so that the following property, on the south side of Estes Drive (Parcel ID 130096 LL0561), be rezoned from R-3 (Single Family Dwelling) To R-5A (Single Family Dwelling):

ALL THAT TRACT or parcel of land lying in the City of South Fulton and being in Land Lot 96 of the 13th District of Fulton County, Georgia, more particularly described by the attached legal description and/or survey.

Section 2. If this amendment is approved under the provisions of Section 804.04 – “Conditions of approval”, and this Ordinance contains attached conditions of approval, building permits shall be issued only in compliance with the attached conditions.

Section 3. That the maps referred to, now on file in accordance with Sec. 205.01 of Appendix C of the Code of City of South Fulton, Georgia, be changed to conform with the terms of this ordinance.

Section 4. That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

[signatures and voting tabulations appear on the following page]

Attachment "A"

Legal Description

All that tract or parcel of land lying in the City of South Fulton and being in Land Lot 96 of the 13th District of Fulton County, Georgia, and being more particularly described as follows:

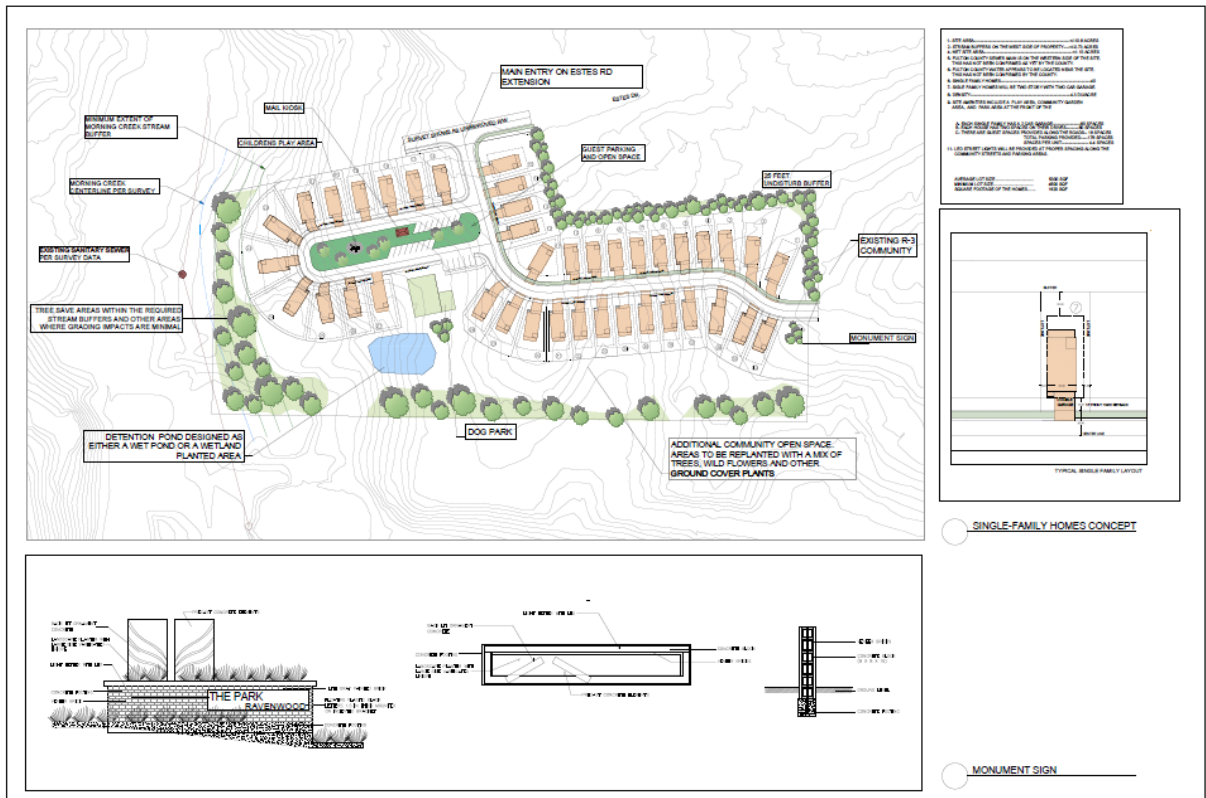
Beginning at a point on Southerly right-of-way of Estes Drive (50 foot right-of-way), said point being 1590.00 feet westerly from the intersection of the West side of Buffington Road (60 foot right-of-way) and the South side of Estes Drive (50 foot right-of-way); thence leaving said right-of-way and running South 15 degrees 16 minutes 55 seconds East 155.37 feet to a 1 inch open top pipe found; running thence North 83 degrees 18 minutes 23 seconds East 457.66 feet to an iron pin set; running thence South 03 degrees 05 minutes 32 seconds East 197.60 feet to an iron pin set; running thence South 20 degrees 47 minutes 29 seconds West 53.58 feet, and crossing Ravens Woods Drive (50 foot right-of-way) to a 1/2 inch iron pin found; running thence South 00 degrees 30 minutes 07 seconds East 180.65 feet to an iron pin set; running thence South 89 degrees 30 minutes 00 seconds West 1078.57 feet to a 3 inch open top pin with nail located on the Westerly Land Lot line of Land Lot 96; running thence Northerly along the Westerly Land Lot line of Land Lot 96 North 00 degrees 01 minutes 17 seconds East 406.67 feet to an iron pin set; running thence North 77 degrees 48 minutes 54 seconds East 603.26 feet to a point on the Southerly right-of-way of Estes Drive and the True Point of Beginning; according to a Boundary Survey done by JF Higgins Land Surveying, P.C. for Clint Fishburne dated May 21, 2003 and signed by Jaime F. Higgins, G.R.L.S #2802, and is herein incorporated for reference.

Attachment “B”

**CONDITIONS FOR Z23-011
(PARCEL ID 130096 LL0561)**

1. The Parcel listed in Attachment “A” (“Subject Parcel”) shall be developed substantially in accordance with the plan attached hereto as Attachment “C”. Minor changes to the approved site plan may be authorized by the Director of the Department of Community Development & Regulatory Affairs.
2. The Subject Parcel is limited to no more than 40 single family detached homes.
3. The final development plat and the individual deeds must contain a disclosure that the property is in the proximity of an existing active quarry.
4. A 20-foot undisturbed buffer must be maintained between the Subject Parcel and all surround properties currently zoned R-3.

Attachment "C"



GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance - Planning and Zoning Board Chairs Amendment (1)	Cover Memo	8/19/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON CODE OF ORDINANCES AND THE CITY OF SOUTH FULTON ZONING ORDINANCE BY AMENDING VARIOUS SECTIONS OF TITLE 5 – ZONING AND PLANNING, FOR THE PURPOSE OF UPDATING CITY PROCEDURES; TO RESCIND SECTION 3 AND SECTION 5 OF ORD2023-013, ADOPTED MAY 23, 2023; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Becquer-Pritchett)

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, various amendments to the code of ordinances are necessary for the efficient and productive operation of the Community Development and Regulatory Affairs Department, as well as the South Fulton Planning Commission and Zoning Board of Appeals; and

WHEREAS, on May 23, 2023, the City Council adopted ORD2023-013, which amended certain sections of Title 5, Planning and Zoning, of the South Fulton Code of Ordinances; and

WHEREAS, City Council hereby rescinds Section 3 and Section 5 of ORD2023-013, with the intent to return to the original language contained within the affected sections of the Code of Ordinances; 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. To rescind Section 3 of ORD2023-013, which amended Section 5-5002 (Membership; terms) subsection (c), in its entirety, so that the language contained in that subsection will return to its original unamended wording, so that it will read as follows:

“Sec. 5-5002. Membership; terms.

...

(c) *Chair and vice chair.* The planning commission shall elect one of its members to serve as chairperson and another to serve as vice-chairperson. The chairperson and vice-

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

Section 2. To rescind Section 5 of ORD2023-013, which amended Section 5-6001 (Membership; terms) subsection (c), in its entirety, so that the language contained in that subsection will return to its original unamended wording, so that it will read as follows:

“Sec. 5-6001. Membership; terms.

...

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

Section 3. To amend Title 5 (Zoning and Planning), Chapter 5 (Planning Commission), Section 5-5004 (Voting) to read as follows:

“Sec. 5-5004. Voting.

Four members present shall constitute a quorum and shall be authorized to act. Whenever a vote is required by the members of the planning commission, the **chairperson** ~~member appointed by the mayor~~ shall not vote except in the case of a tie.”

Section 4. To amend Title 5 (Zoning and Planning), Chapter 6 (Appeals), Section 5-6004 (Quorum, voting, and actions by board) to read as follows:

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

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

~~the mayor~~ shall not vote unless there is a tie. A roll call vote shall be taken upon the request of any member.”

Section 5. Amendments are shown with ~~striketrough~~ to denote text to be deleted and **bold underline** to denote text to be added. Where new sections or paragraphs are added that change the numbering of existing sections or paragraphs, all references throughout the Ordinance will be updated accordingly.

Section 6. 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 7. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 8. 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 9. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Equipment Purchase Request - Tandem Dump Truck - signed	Cover Memo	8/19/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 6.40 p.m. Request Approval of Georgia Power Company Utility Relocation Agreement - Danforth Road Sidewalk. The cost is \$249,596 to be funded out of TSPLOST I funding.

DATE: August 22, 2023

SUBJECT: 6.40 p.m. Request Approval of Georgia Power Company Utility Relocation Agreement - Danforth Road Sidewalk. The cost is \$249,596 to be funded out of TSPLOST I funding.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
L5565 Danforth Road Sidewalk GPC Relocation Agreement (1)	Cover Memo	8/19/2023



July 21, 2023

City of South Fulton
Antonio Valenzuela, Public Works Director
5440 Fulton Industrial Blvd. SW
Atlanta, GA 30336

Re: PI# L5565 - Danforth Rd @ Cascade Road Sidewalk ("Project")

Dear Mr. Valenzuela:

Please find enclosed a Relocation Agreement with respect to the above-referenced project. As you will note in the Relocation Agreement, the total estimated cost for the relocation of the distribution facilities associated with the Project is \$277,329.00 (the "Total Estimate"). In accordance with the Franchise Agreement between Georgia Power Company and the City, the City must bear ninety percent (90%) of the estimated cost of relocation, which is \$249,596.00 (the "Reimbursement Cost").

Both the total estimated cost for relocation and the "Reimbursement Cost" are valid only for a period of one (1) year following the date set forth on the enclosed estimate. Further, Georgia Power will not commence any work unless, prior to the date that is one (1) year following the date set forth on the enclosed estimate, the City executes and returns the enclosed Relocation Agreement and authorizes commencement of the work.

If you have any questions, please contact Tim Nipper at (478) 451-7044.

Sincerely,

A handwritten signature in blue ink, appearing to read "MRK", with a horizontal line extending to the left.

Monica R. Kimber
mrkimber@southernco.com

*Please note that this letter is for explanatory purposes only. In the event of a conflict between this letter and the Franchise Agreement, the Franchise Agreement shall control.

Please sign the agreement and send the electronic copy to the email address below:

Monica R. Kimber (mrkimber@southernco.com)

After agreements have been executed by Georgia Power Company, we will email a copy to you for your records.

Please remit any payments to the address below:

Georgia Power Company

96 Annex

Atlanta, GA 30396-0001

(Attn: Ayannes Stodghill)

Please reference invoice and or PI# number on check.

UTILITY RELOCATION AGREEMENT

PROJECT NAME: **Danforth Rd @ Cascade Road Sidewalk**

PROJECT NUMBER: **T260 (P900)**

PI NUMBER: **L5565**

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20____, by and between **CITY of SOUTH FULTON**, State of Georgia (hereinafter referred to as the “City”), and **GEORGIA POWER COMPANY** (hereinafter referred to as the “Company”). This Agreement may refer to either City or Company, or both, as a “Party” or “Parties.”

WITNESSETH:

WHEREAS, the City proposes under the above written Project to construct Danforth Rd @ Cascade Road Sidewalk (hereinafter referred to as the “Project”); and

WHEREAS, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company’s existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the “Facilities” or individually as the “Facility”); and

WHEREAS, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to City’s acquisition of the road right(s)-of-way, all as involved in said Project; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Section 1. THE WORK.

1.1 Company Facilities.

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its Facilities in accordance with the scope of work and Estimate (defined below) attached hereto as Exhibit “A” and incorporated herein by reference (the “Work”). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

1.2 **Road Right-of-Way.**

Prior to Company commencing the Work, City will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

1.3 **Traffic Control.**

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the City.

Section 2. COSTS AND PAYMENT.

2.1 **Compensable Property Interests.**

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Total Estimate"). The total amount of the Total Estimate is TWO HUNDRED SEVENTY-SEVEN THOUSAND, THREE HUNDRED TWENTY-NINE Dollars (\$277,329.00). The amount of the Total Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Reimbursement Claim") is TWO HUNDRED FORTY-NINE THOUSAND, FIVE HUNDRED NINETY-SIX Dollars (\$249,596.00), otherwise reflected as **ninety percent (90%)** of the Total Estimate. The Reimbursement Claim is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

The cost of any improvements or betterments that are not made necessary by the proposed construction or maintenance shall not be subject to the percentage split contemplated above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at City's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by City.

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with Sections 3 and 4 below, City will pay Company a sum equal to the lesser of (a) TWO HUNDRED FORTY-NINE THOUSAND, FIVE HUNDRED NINETY-SIX Dollars (\$249,596.00), otherwise reflected as **ninety percent (90%)** of the Total Estimate and representing the aforementioned Reimbursement Claim, or (b) the corresponding percentage of actual Relocation Costs representing Company's compensable property interests

with respect to the Project. City will also pay Company for the costs of any improvements or betterments of a Facility being made solely at City's request and not being made necessary by the proposed construction and/or maintenance.

2.2 Progress Payments.

If Company chooses to submit invoices for progress payments, City will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the City. Upon completion of the Work, Company shall submit a final bill to City and City shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the City.

2.3 Change in Scope.

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) City's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

Section 3. DETERMINATION OF COMPENSABLE PROPERTY INTEREST

3.1 If Company determines it has compensable property interests with respect to the Project, Company will submit a Reimbursement Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If City determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, City will provide Company with a written basis for such insufficiency and request that Company provide additional information. City will make a determination as to any asserted Reimbursement Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Reimbursement Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "Commencement Date").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that City certifies in writing to Company that the Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in any manner. If City does not thereafter make a determination regarding the Reimbursement Claim within six (6) months from the date of City's receipt of same, the Reimbursement Claim will be deemed approved by City.

Section 4. DISPUTE RESOLUTION.

4.1 Disagreement.

If Company disagrees with City's determination with regard to the Reimbursement Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 4.2 below.

4.2 Dispute Notice.

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) City fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

4.3 Mediation.

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief. The Parties agree that any statute of limitations, equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

Section 5. VERIFICATION.

5.1 Material Discrepancy.

For purposes of this Section 5, “Verification” means that City has reasonably determined that there is a material discrepancy between Company’s invoiced charges and City’s calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, City agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should City fail to provide such documentation within the specified time period, City must pay the disputed amount. City must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. City must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

5.2 Audit.

At any time within thirty-six (36) months after the date of final payment, City, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company’s business activities and subject to Company’s reasonable security requirements. As a prerequisite to conducting such audit, City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company’s Nondisclosure Agreement. Company may redact from its records provided to City information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable City to test the accuracy of the invoices to which the audit pertains, provided that City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from City (based on the mutually agreed upon audit results), City may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and City. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. City may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 6. CITY AS PARTY.

City acknowledges that this Agreement is “proprietary” in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not “governmental” or “legislative,”

as prohibited by O.C.G.A. § 36-30-3(a). City further represents and warrants that this Agreement will comply with all applicable laws concerning City actions and approvals and execution of binding agreements. City covenants to undertake all actions necessary to bind City.

Section 7. COMMENCEMENT AND TERMINATION CONDITIONS

Company is not obligated to commence the Work until Parties agree on the removal, relocation and/or adjustment to Company's facilities required by the Project. If City fails to authorize commencement of the Work by July 21, 2024, Company will have no obligation to begin the Work and may terminate this Agreement without penalty by providing City with notice in writing. If City fails to sign and return this Agreement to Company by July 21, 2024, any offer made by Company pursuant to the Agreement is automatically revoked and the agreement is void and of no effect.

Section 8. MISCELLANEOUS PROVISIONS.

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

ATTEST:

City of South Fulton, GEORGIA

By: _____

By: _____

Title: _____

Mayor

Witness: _____

(SEAL)

Notary: _____
(SEAL)

Approved as to Form by:

**City of South Fulton Department of
Transportation**

ATTEST:

GEORGIA POWER COMPANY

By: _____

By: _____

Title: _____

Title: Centralized Engineering Svcs Manager

Witness: _____

Date: _____

Notary: _____
(SEAL)

[Give proper title of each person executing Agreement. Attach seal as required.]

Please sign the agreement and send the electronic copy to the email address below:

Monica R. Kimber (mrkimber@southernco.com)

After agreements have been executed by Georgia Power Company, we will email a copy to you for your records.

Please remit any payments to the address below:

Georgia Power Company

96 Annex

Atlanta, GA 30396-0001

(Attn: Ayannes Stodghill)

Please reference invoice and or PI# number on check.

PI- L5565 Danforth Road at Cascade Road

Project Description:

Based on plans dated June 17, 2016 and last revised January 13, 2017, Land Records research for PI L5565, sidewalk and streetscape improvements along Danforth Road is complete; a summary of the findings appears below and in the following table.

The subject area is situated on Danforth Road between Cascade Road and Rehoboth Circle in Land Lots 28 and 47 of the 14th District of Fulton County. The project is partially within the corporate limits of the city of Atlanta.

Sources reviewed for this report include Georgia Power Company's Land Information Management System database, Letter Files 4-NW, 4-SW, 4-38, 6-107 and 6-294, State of Georgia Superior Court Clerks' Cooperative Authority and Georgia Department of Transportation websites. The public records of Fulton County Superior Court Clerk's office were also reviewed.

Transmission: No transmission facilities are located within the project area.

Distribution: *Distribution Base Map:* 0342-1266

The Cascade Road and Danforth rural line was built in 1936 (Map V289) within easements granted by private property owners: E.B. Venable, Mrs. J.W. Lee, Mitchell A. Ross, H. G. Danforth, and C.F. Danforth shown on the attached property list (PSN 622240). In 1938, the Danforth Road line was extended west per Map V293; additional easements were obtained from W.C. Bryan (PSN 307623), J.H. Danforth (PSN 303290), R.L. Ezell and J.H. Atwell (PSN 307130) and G.D. Danforth (PSN 309032). The acquisition of the 1938 easements created a continuous corridor along Danforth Road from Cascade Road to Niskey Lake Road beyond the scope of this project.

Road rights-of-way:

Courthouse right-of-way research of the public records conducted for this project did not reveal any express conveyance or dedication of road right-of-way in the subject area.

Conclusion:

Georgia Power's facilities were constructed outside of the road right-of-way and on private property within easements obtained from affected property owners. Accordingly expenses associated with the relocation of Georgia Power Company's facilities are fully compensable.

FULTON COUNTY
Danforth Road at Cascade Road
PI # L5565
March 30, 2017

Work Loc. #	Compensable	Not- Compensable	Comments
Sheet 13-01			Danforth Road @ Rehoboth Circle
1			No conflict
2	X		W.C. Bryan (PSN 307623, 1938)
3			No conflict
4			No conflict
5			No conflict
Sheet 13-02			Danforth Road
6	X		M.M. Cooksey (PSN 308409, 1941)
7	X		R.L. Ezell & J.H. Atwell (PSN 307130, 1938)
8	X		R.L. Ezell & J.H. Atwell (PSN 307130, 1938)
Sheet 13-03			Danforth Road @ Reunion Place
9	X		R.L. Ezell & J.H. Atwell (PSN 307130, 1938)
10	X		R.L. Ezell & J.H. Atwell (PSN 307130, 1938)
11			No conflict
12			No conflict
13			No conflict
14			No conflict
15			No conflict
Sheet 13-04			Danforth Road
16	X		L.R. Dowdy (PSN 308870, 1950)
17	X		Sherise Bunbury (PSN 543627, 2005)
18	X		R.L. Ezell & J.H. Atwell (PSN 307130, 1938)
19			No conflict
20			No conflict
Sheet 13-05			No conflicts
Sheet 13-06			Danforth Road
25	X		To/From Location 34
26			No conflict
27			No conflict
28			No conflict
29			No conflict
30			No conflict

FULTON COUNTY
Danforth Road at Cascade Road
PI # L5565
 March 30, 2017

31			No conflict
32			No conflict
33	X		To/From Location 34
34	X		H.G. Danforth (PSN 303288, 1938)
35	X		Quality Living Services – Villas (PSN 432312, 1997)
Sheet 13-07			No conflicts

GEORGIA POWER COMPANY
RIGHT-OF-WAY EASEMENT

SEQ. No. 60-6174 Fulton COUNTY.
STATE OF GEORGIA, _____

In consideration of the sum of one + 20/100 (\$ 1.20)

Dollars in hand paid by Georgia Power Company, the receipt and sufficiency whereof is hereby acknowledged, the undersigned, W. C. Bryan, whose Post Office Address in Ben Hill, Georgia, does hereby grant and convey to said Company, its successors

and assigns, the right-of-way for electric transmission lines, located as hereinafter described over and across property owned by the undersigned in Land Lot 62 of the 14 District, of Fulton County, known as No. Samforth Street as Road, in near the City or Town of Atlanta, Georgia; also the right, privilege

and easement to go in and upon said tract of land and to construct, operate, maintain and renew upon said right-of-way its lines for transmitting electric current with poles, wires and other necessary apparatus, telephone and/or telegraph wires, guy wires, fixtures and appliances, and the right to make alterations and extensions to said lines, with the right to permit the attachment of the wires of any other company, or person, to said poles and appliances; also the right to cut away or trim and keep clear of said transmission lines, all trees, limbs of trees and other obstructions that may interfere or be likely to interfere with the proper operation and maintenance of said transmission lines; also the right of ingress and egress over said land to and from said transmission lines. The location of the center line of the aforesaid transmission lines being described as follows:

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said W. C. Bryan has hereunto set his hand and seal, this 18 day of Jan, 1938

Signed, sealed and delivered in presence of: W. C. Bryan (SEAL)

H. D. Danforth (SEAL)

R. W. Hammett (SEAL)

Notary Public, State of Georgia, Assistant Public.
My Commission Expires Nov. 1, 1941.

DEED BOOK 0
PAGE 0

GEORGIA POWER COMPANY

EO7-222

RIGHT-OF-WAY EASEMENT

N.B.O. 5430

SEQ. NO.

60-6959STATE OF GEORGIA, Fulton COUNTY.

In consideration of the sum of

one & no(\$ 1.00)Dollars in hand paid by Georgia Power Company, the receipt and sufficiency whereof is hereby acknowledged, the undersigned, M. M. Cooksey, whose Post Office Address is

(Name)

Atlanta, Georgia, does hereby grant and convey to said Company, its successors and assigns, the right-of-way for electric transmission lines, located as hereinafter described over and across property owned by the undersigned in Land Lot 61 the 14 District, ofFulton County, known as No. Danforth Street or Road, in the City or Town of Atlanta, Georgia; also the right, privilege near

and easement to go in and upon said tract of land and to construct, operate, maintain and renew upon said right-of-way its lines for transmitting electric current with poles, wires and other necessary apparatus, telephone and/or telegraph wires, guy wires, fixtures and appliances, and the right to make alterations and extensions to said lines, with the right to permit the attachment of the wires of any other company, or person, to said poles and appliances; also the right to cut away or trim and keep clear of said transmission lines, all trees, limbs of trees and other obstructions that may interfere or be likely to interfere with the proper operation and maintenance of said transmission lines; also the right of ingress and egress over said land to and from said transmission lines. The location of the center line of the aforesaid transmission lines being described as follows:

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said

M. M. Cooksey

has

hereunto set his hand and seal, this 8 day of March, 1940

Signed, sealed and delivered in presence of:

(SEAL)

Rachel GlennM. M. Cooksey

(SEAL)

N. P. State at Large
Notary Public

Grantors

(SEAL)

Notary Public, State at Large, Atlanta, Ga.
My Commission Expires Nov. 1, 1941.DEED BOOK 0PAGE 0

AGREEMENT FOR GUY WIRES AND ANCHORS

SEQ. NO. 160-5684

E07-807

STATE OF GEORGIA,

Fulton COUNTY.

For and in consideration of the sum of one + $\frac{700}{100}$
(\$ 1.00) Dollars in hand paid by the Georgia Power
Company, a Corporation, the receipt and sufficiency whereof is hereby acknowledged, the undersigned,
R. L. Ezell and J. H. Atwell
whose Post Office Address is Atlanta Ga
does hereby grant to said Company, its successors and assigns, the right to implant, install and main-
tain, perpetually, three (3) anchors of wood or other material, with guy wires,
at three (3) places where said Company may find it necessary or desirable in the construction
and maintenance of transmission lines now erected or hereafter to be erected on lands adjacent to
Danforth Rd Road, said lands being located in Land Lot 62 of the
14 District, Section of Fulton County, Georgia.

Said lands being described as follows:

Bounded on the North by lands of _____,
on the South by lands of Danforth Road,
on the East by lands of _____,
and on the West by lands of W. C. Bryan

IN WITNESS WHEREOF, R. L. Ezell and J. H. Atwell
ha. 5 hereunto set his hand and seal, this 18 day of Jan, 1938.

Signed, sealed and delivered

in the presence of:

H. C. Cunningham
R. W. Hammett
Notary Public for the State of Georgia, Ga.
My Commission Expires Nov. 1, 1941.

R. L. Ezell (Seal)
J. H. Atwell (Seal)
R. L. Ezell (Seal)

DEED BOOK

PAGE

1692
87

1175216
BOOK 2556 PAGE 84
SEQ. NO. 60-7415
GEORGIA POWER COMPANY

RIGHT-OF-WAY EASEMENT (D) Long with F...

STATE OF GEORGIA, Fulton COUNTY.In consideration of the sum of One and no/100 (\$ 1.00) Dollarsin hand paid by Georgia Power Company, hereinafter called the Company, the receipt and sufficiency whereof is hereby acknowledged, the undersigned, L. R. Dawdy (Name)whose Post Office Address is Atlanta, Georgia, does hereby grant and convey tosaid Company, its successors and assigns, the right, privilege and easement to go in, upon and along that tract of land owned by the undersigned in Land Lot 47 of the 14th District, ofFulton County, known as No. 4151 Danforth Streetor Road, near the City or Town of Atlanta, Georgia, together with the right

to construct, operate and maintain upon said land its lines for transmitting electric current, erected on one line of poles, with wires and other necessary apparatus, fixtures and appliances; with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; also the right to cut away or trim and keep clear of said lines all trees, limbs of trees and other obstructions that may interfere or be likely to interfere with the proper operation of said lines; also the right of ingress and egress over said land to and from said lines. The location of the center line of the aforesaid electric lines being described as follows:

The undersigned does not convey any land, but merely grants the hereinbefore described rights, privileges and easements.

Said Company shall not be liable for, or bound by, any statement or agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said L. R. Dawdy hashereunto set his hand and seal, this 5th day of July, 1950

Signed, sealed and delivered in presence of:

Robert L. Linnick
Notary Public.Fulton County, Georgia

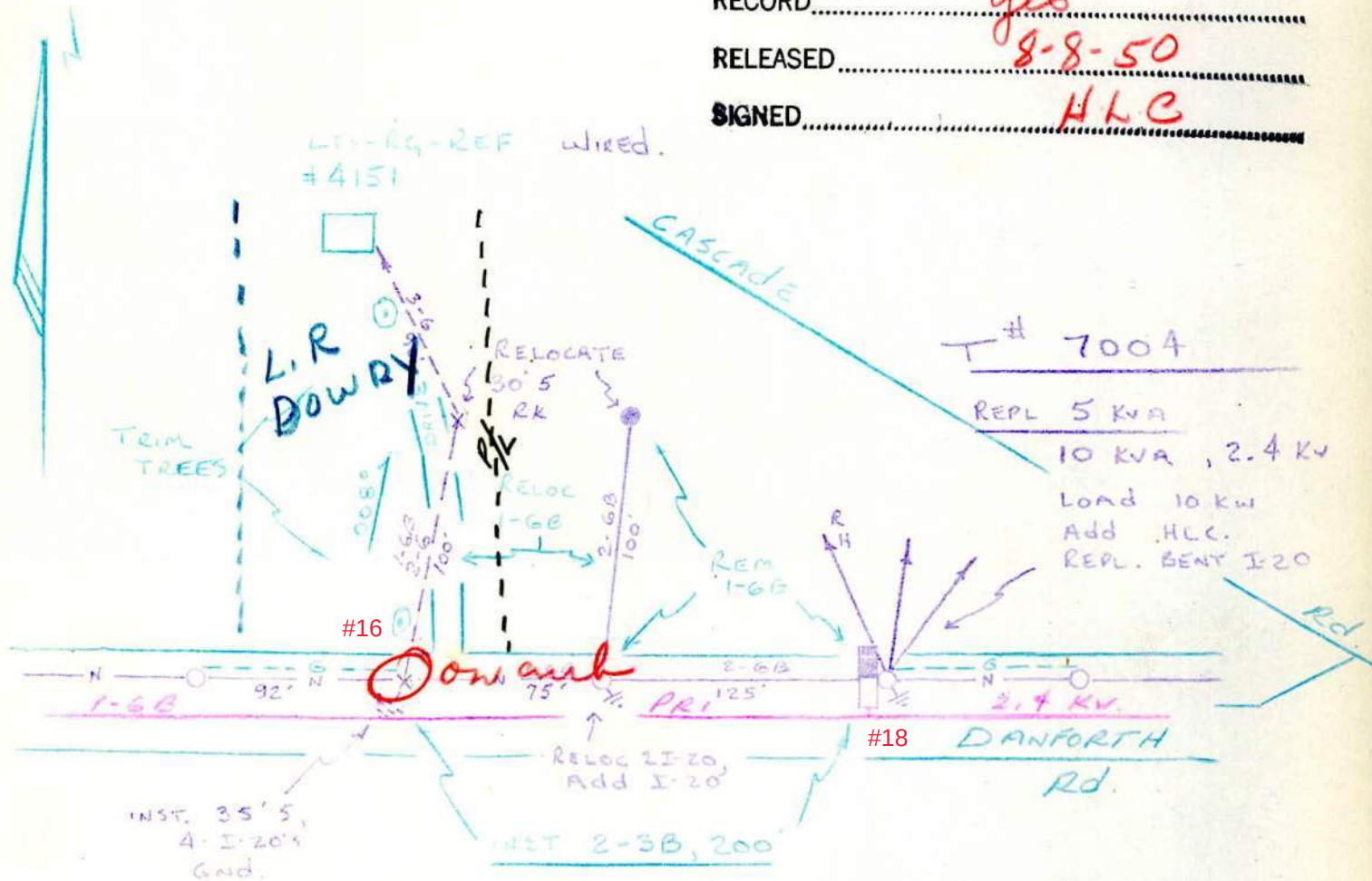
GEORGIA, Fulton County, Clerk's Office, Superior Court. (SEAL)

Filed for Record, this the 24 day of Aug, 1950
at 4:29 P. M. Recorded in Book 2556 (SEAL)Page 84 this 29 day of Aug, 1950

This easement to be signed in the presence of two (2) witnesses, one of whom should be a Notary Public.

4-38

I. D. O. Eo-7 1660
 DATE 8-7-50
 FILE SKETCH 4-38
 FILE EASEMENTS Fulton County, cutters
 RECORD yes
 RELEASED 8-8-50
 SIGNED HLC



LAND DEPT. EASE.
 TO SET TWO POLES
 AND TRIM TREES.

FULTON COUNTY
 POOL'S SCH. DIST.
 LL 47 LD 14
 X-117-1-SW
 CC 14872-3

REVISED 6-30-50 A.I. ALMAND, JR.
 8-1-50 A.I. ALMAND, JR.

WIRING APPR. REQ'D.

SERVICE FOR

L. R. DOWDY

4151 DANFORTH Rd. S.W.

Deed Book 42210 Pg 355
 Filed and Recorded Mar-27-2006 08:35am
 2006-0090629
 Real Estate Transfer Tax \$0.00
Juanita Hicks
 Clerk of Superior Court
 Fulton County, Georgia

Easement

STATE OF GEORGIA, Name of Line. Camp Creek/K0632
Fulton County Account No. 131012-002395

Received of GEORGIA POWER COMPANY, hereinafter called the Company, the sum of One Dollar (\$1 00), in

consideration of which Swant Development LLC (Undersigned) whose

Post Office Address is PO Box 408175 Atlanta, GA 31146

do(es) hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon, along,

across and under that tract of land owned by the Undersigned in Land Lot(s) Number 28

of the _____ Land District, 14FF

State of Georgia, known as Swant Fork

(street address) and said lands being more particularly described on a plat marked "exhibit A" attached hereto and made a part hereof,

together with the right to construct, operate, and maintain continuously upon and under said land, all lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances, with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles, together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom, together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures, and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out

Said Company shall not be liable for nor bound by any statement, agreement or understanding not herein expressed

IN WITNESS WHEREOF, the said

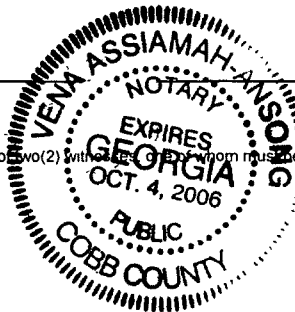
has hereunto set _____ hand(s) and seal(s) this 12 day of Oct, 2005

Signed, sealed and delivered in the presence of

[Signature]
 Witness

Sherise Bunbury

[Signature]
 Notary Public



This easement is to be signed in the presence of two (2) witnesses, one of whom must be a Notary Public

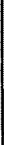
A map of the San Jose area showing the location of the site. The map is oriented with North at the top. A north arrow is located in the top right corner. The map shows several roads: 'CASCADIA ROAD' runs horizontally across the top; 'SILVER CREEK ROAD' runs vertically on the left side; 'DANFORTH ROAD' runs vertically on the right side. A small rectangle labeled 'SITE' is located in the center, between 'SILVER CREEK ROAD' and 'DANFORTH ROAD'. The area to the left of 'SILVER CREEK ROAD' is labeled 'SILVER CREEK PARK'. The area to the right of 'DANFORTH ROAD' is labeled 'SAN JOSE'. The area to the bottom of the map is labeled 'SAN JOSE'.

SUVANT PARK

POLES TO BE 20' FIBERGLASS
LIGHTS TO BE 150WATT HPS POST TOP
(1) SERVICE PEDESTAL TO BE INSTALLED
6/DA WIRE TO BE INSTALLED FOR LIGHTS (215')

POZZIE & SHERISE BUNBURY
(770) 490-9184
(770) 490-9111

OH W.E. # 131011-002165
UG W.E. # 131012-002395

	SCALE		GEORGIA POWER COMPANY	
	job title SVANT PARK location DANFORTH RD.	sheet 1 ____ of 1 ____ map reference 03451288.03451284.03451288.0342 dos file name DAN-HO-131012-002JG5-SF.dwg		

Cascade Road Dist. 7

PSN 303288
Loc. 34
Ref. Loc. 25 & 33

Form 2-424-5M-5-7-36

Letter File No. L.F. 438

SEQ. NO. 60-2808

EASEMENT

M. F. _____

STATE OF GEORGIA,

D. F. 4433-20-2

Fulton COUNTY.

Received of Georgia Power Company, hereinafter called the Company, the sum of One Hundred Dollars (\$100), in consideration of which the undersigned, H. G. Dargatzis, whose Post Office Address is Ben Hill Ga. 31, do hereby grant and convey to the said Company, its successors and

assigns, the right-of-way upon, along and across all that tract of land owned by the undersigned in Land Lot Number 28 of the 14th District, Section

of Fulton County, State of Georgia, said lands being bounded on the North

by lands of Mrs. J. W. Lee & Ed. Yunker, on the South by lands of

J. C. Carson, on the East by lands of Ed. Yunker

and on the West by lands of C. J. Dargatzis;

together with the right, privilege and easement to go in and upon the said tract of land and to construct, operate and maintain perpetually upon said right-of-way its lines for transmitting electric current, with poles, wires and other necessary apparatus and appliances, including the right to stretch telephone and/or telegraph wires on said poles, with all necessary appliances, with the right to permit the attachment of the wires of any other company, or person, to said poles and appliances; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said right-of-way by or for said Company shall remain the property of the owner of said timber.

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said H. G. Dargatzis hereunto set his hand and seal, this 19th day of August, 1936

Carl Connel Signed, sealed and delivered in the presence of: H. G. Dargatzis (SEAL) (SEAL) (SEAL)

Notary Public, State of Georgia My Commission Expires Nov. 3, 1939.

DEED BOOK 1622 PAGE 287

Easement

GEORGIA, FULTON COUNTY
FILED AND RECORDED

PSN 432312
Loc. 35

STATE OF GEORGIA,

Name of Line.

1997 OCT 21 AM 11:00

FULTON

COUNTY

Account No.

JANITA HICKS
CLERK, SUPERIOR COURT

Received of GEORGIA POWER COMPANY, hereinafter called the Company, the sum of One Dollar (\$1.00), in consideration of which QUALITY LIVING SERVICES - VILLAS (Undersigned) whose

Post Office Address is 4020 DANFORTH ROAD, ATLANTA, GA 30331

do(es) hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, and under that tract of land owned by the Undersigned

in Land Lot(s) Number 28

of the 14 FF Land District, FULTON County,

State of Georgia, known as 4020 Danforth Road, Atlanta, GA 30331

(street address) and said lands being more particularly described on a plat marked "Exhibit A" attached hereto and made a part hereof,

together with the right to construct, operate, and maintain continuously upon and under said lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures and appliances, including the right to stretch communication wires on said poles, or under said lands with necessary appliances, with the right to permit the attachment of the wires and appliances of any other company, or person, to said poles; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures and appliances, all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures, and appliances; also the right of ingress and egress over said land to and from said lines. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

Said Company shall not be liable for nor bound by any statement, agreement or understanding not herein expressed

IN WITNESS WHEREOF, the said Irene M. Richardson
has her hereunto set her hand(s) and seal(s) this 24 day of February 19 97.

Signed, sealed and delivered in the presence of:

BOOK 23386PG217

Carole M. Washington

Witness

Hazel Jones Matthews

Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires December 13, 1999

Irene M. Richardson (SEAL)

(SEAL)

(This easement is to be signed in the presence of two (2) witnesses, one of whom must be a Notary Public.)

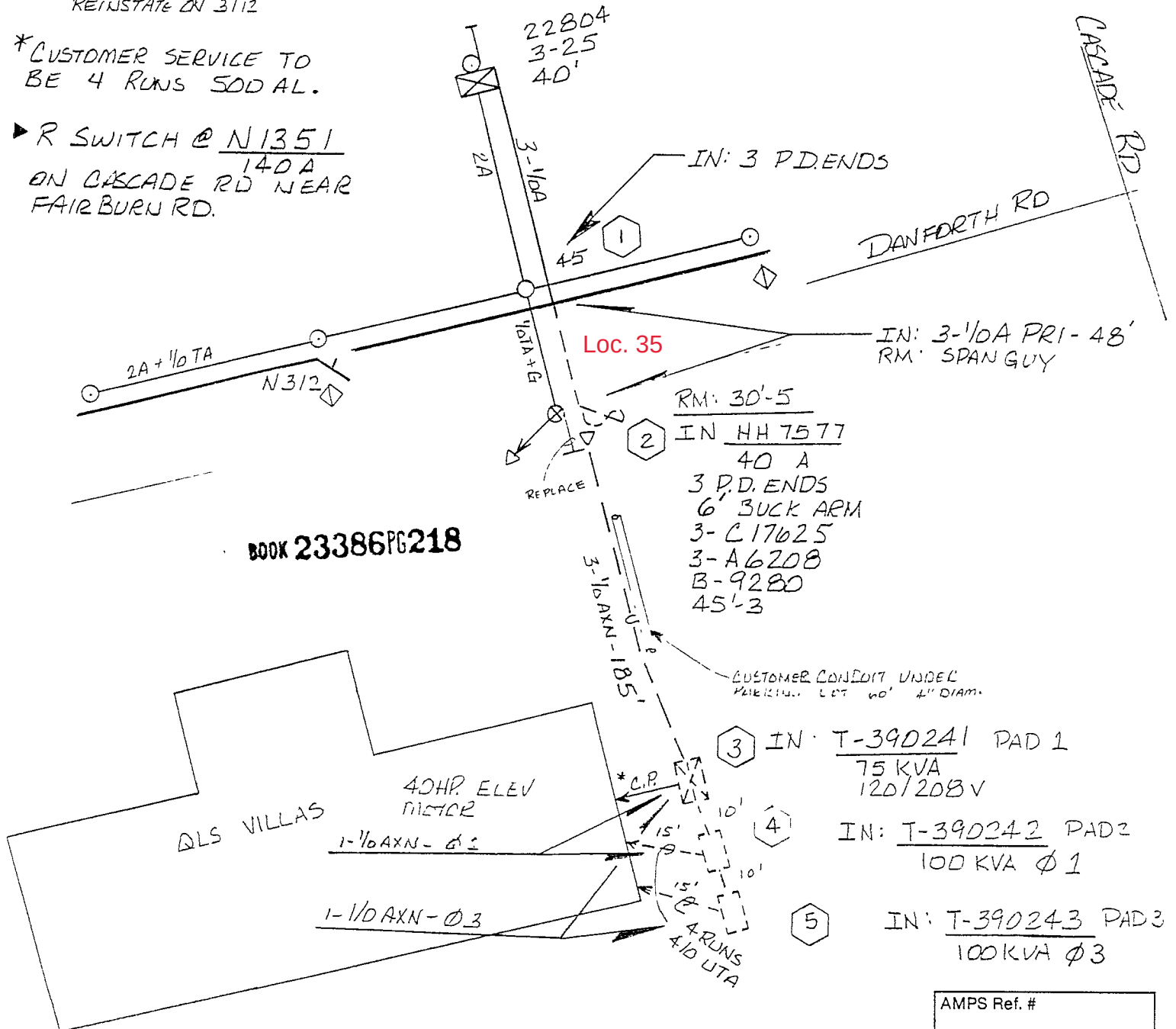
easement.dot



► UD LOCATE # 5299940
GOOD 3/5 - 3/17
REINSTATE ON 3/12

* CUSTOMER SERVICE TO
BE 4 RUNS SODAL.

► R SWITCH @ N1351
ON CASCADE RD NEAR
FAIRBURN RD.



BOOK 23386PG218

PAD 1 LOAD = 67 KVA
PAD 2 LOAD = 136 KVA
PAD 3 LOAD = 136 KVA
EAR = 23,872
64 RES. CUSTOMERS
1 COMM. CUSTOMERS

AMPS Ref. #					
D.W.E. # 131012 - 001237					Easement ☒
Acct. #	PE	Loc	FERC	Sub	Job WO RCN
Region NSW		District OAKLEY		County FULTON	
QLS VILLAS					
4020 DANFORTH RD.					
Date FEB 28. 1997		Scale NTS		Drawing By JMH	
Map Reference W1-391-1354				Engineered By JMH	

NEW RURAL LINE V-289

GEORGIA POWER CO.
ATLANTA, GEORGIA

DATE 7-28-36	SCALE None	DRAWN BY H.W.C. CE-194
CIR. NO.		APPROVED <i>[Signature]</i>

TOTAL LENGTH of 8816 FEET
EXTENSION

DISTRIBUTION LINE ALONG CASCADE ROAD, ATLANTA

Fulton County

.....

FULTON COUNTYLand Dept.
File No.

4433 List of Property Owners

Extending westward from A.B. & C. R.R.

4433-1	C. J. Ross
4433-2	Mrs. Carrie Scott
4433-3	E. B. Venable PSN 303260
4433-4	Mrs. Wm. Bailey
4433-5	Mrs. J. C. Johns
4433-6	Mrs. W. O. Coryell
4433-7	P. B. Latimer and L. R. Collins
4433-8	Mrs. J. C. Coryell
4433-9	Gilbert Coryell
4433-10	J. M. Coryell
4433-11	E. M. Rainwater
4433-12	J. H. Caldwell (Easement and Guy Rights)
4433-13	Mrs. C. O. Coryell
4433-8	Mrs. J. C. Coryell
4433-14	J. F. Coryell (Guy Rights)
4433-9	Gilbert Coryell
4433-15	Lillie Jones
4433-16	Mrs. R. C. Clark
4433-17	Arthur Cole
4433-18	C. E. Cole
4433-19	A. L. Cole

Extension Along Danforth Road

4433-20	Mrs. J. W. Lee PSN 303286
4433-20-1	Mitchell A. Ross PSN 303287
4433-20-2	H. G. Danforth PSN 303288
4433-20-3	C. F. Danforth PSN 303289
4433-20-4	J. H. Danforth PSN 303290

Extension Along Woodland Drive

4433-21 Edgar Morris

Extension along Adams Road:

4433-22 C. R. Adams

PFE:MF

Cascade Road Dist.

Form 2-424-8M-5-7-38

SEQ. NO. 60-2780

EASEMENT

Letter File No. L.F. 4-38
M. F. _____
D. F. 4433-3

STATE OF GEORGIA,

Fulton COUNTY.

Received of Georgia Power Company, hereinafter called the Company, the sum of One plus 12/100 Dollars (\$ 1.12), in consideration of which the undersigned, E. B. Venable (Name), whose Post Office Address is Atlanta - Ga., does hereby grant and convey to the said Company, its successors and

assigns, the right-of-way upon, along and across ~~all that~~ tract of land owned by the undersigned in Land Lot Number 28-27 of the 14th District, _____ Section of Fulton County, State of Georgia, said lands being bounded on the North

by ^{other} lands of undersigned, on the South by ^{other} lands of undersigned, on the East by lands of J. C. Ross & Mrs. Corrie S. Ross, and on the West by lands of Mrs. J. C. Johns;

together with the right, privilege and easement to go in and upon the said tract of land and to construct, operate and maintain perpetually upon said right-of-way its lines for transmitting electric current, with poles, wires and other necessary apparatus and appliances, including the right to stretch telephone and/or telegraph wires on said poles, with all necessary appliances, with the right to permit the attachment of the wires of any other company, or person, to said poles and appliances; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said right-of-way by or for said Company shall remain the property of the owner of said timber.

*Said line to be plowed along the border of Cascade Road & any other road.
Can trim & top trees*

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said E. B. Venable has hereunto set his hand and seal, this 19th day of August, 1936.

E. B. Venable (SEAL)

(SEAL)

(SEAL)

Signed, sealed and delivered in the presence of:
Mrs. E. B. Venable
W. B. Ross

Notary Public, State at Large, Atlanta, Ga.
My Commission Expires Nov. 3, 1939.

DEED BOOK 1622
PAGE 285

This easement to be signed in the presence of 2 witnesses, one of whom should be a Notary Public.

City of South Fulton | August 22, 2023

Form 2-424-8M-5-7-36

Letter File No.

L. F. 4-38

M. F. _____

D. F. 4433-20SEQ. NO. 60-2806
STATE OF GEORGIA,

EASEMENT

Fulton COUNTY.

Received of George Powell Company, hereinafter called the Company, the sum of One x hundred Dollars (\$ 100), in consideration of which the undersigned, Mrs. J. W. Lee (Name), whose Post Office Address is Ben Hill Ga R-1, do hereby grant and convey to the said Company, its successors and assigns, the right-of-way upon, along and across all that tract of land owned by the undersigned in Land Lot Number 28 of the 14th District, Section of Fulton County, State of Georgia, said lands being bounded on the North by lands of H. G. Sanford Mrs. William Bailey, on the South by lands of Mrs. Bailey R. G. Sanford, on the East by lands of Ed. Vander, and on the West by lands of M. H. Ross;

together with the right, privilege and easement to go in and upon the said tract of land and to construct, operate and maintain perpetually upon said right-of-way its lines for transmitting electric current, with poles, wires and other necessary apparatus and appliances, including the right to stretch telephone and/or telegraph wires on said poles, with all necessary appliances, with the right to permit the attachment of the wires of any other company, or person, to said poles and appliances; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said right-of-way by or for said Company shall remain the property of the owner of said timber.

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said Mrs. J. W. Lee has hereunto set her hand and seal, this 19th day of August, 1936.

Mrs. J. W. Lee (SEAL)

(SEAL)

(SEAL)

Signed, sealed and delivered in the presence of:

Mrs. Grady Sanford
W. H. Ross
Notary Public, State of Large, Atlanta, Ga.
My Commission Expires Nov. 3, 1939.

DEED BOOK 1590
PAGE 106

This easement to be signed in the presence of 4 witnesses, one of whom should be a Notary Public.

City of South Fulton | August 22, 2023

Form 2-424-SM-5-7-36

Cascade Road Right

Letter File No. _____

SEQ. NO. 60-2807

EASEMENT

L. F. 4-38

M. F. _____

D. F. 4433-20-1

STATE OF GEORGIA,

Fulton COUNTY.Received of Georgia Power Company, hereinafter called the Company, the sum ofOne 100 Dollars (\$ 100), in consideration of whichthe undersigned, Mitchell A. Ross, whose Post Office Address isAtlanta Ga, do hereby grant and convey to the said Company, its successors and

assigns, the right-of-way upon, along and across all that tract of land owned by the undersigned in Land Lot

Number 28 of the 14th District, _____ Sectionof Fulton County, State of Georgia, said lands being bounded on the Northby lands of Mrs. Bailey, on the South by lands ofDanforth road, on the East by lands of Mrs. J. W. Lee_____, and on the West by lands of Campbell;

together with the right, privilege and easement to go in and upon the said tract of land and to construct, operate and maintain perpetually upon said right-of-way its lines for transmitting electric current, with poles, wires and other necessary apparatus and appliances, including the right to stretch telephone and/or telegraph wires on said poles, with all necessary appliances, with the right to permit the attachment of the wires of any other company, or person, to said poles and appliances; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said right-of-way by or for said Company shall remain the property of the owner of said timber.

along the border of Danforth road

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said Mitchell A. Ross has hereunto set his hand and seal, this 26th day of August, 1936

x Mitchell A. Ross (SEAL)

Signed, sealed and delivered in the presence of:

Mrs. M. A. Ross
W. O. Ross

Notary Public, State at Large, Atlanta, Ga.
My Commission Expires Nov. 3, 1939.

DEED BOOK 1590
PAGE 108

SEQ. NO. 60-2809

EASEMENT

M. F. _____

D. F. 4433-20-3

STATE OF GEORGIA,

Fulton COUNTY.

Received of Georgia Power Company, hereinafter called the Company, the sum of One + no/100 Dollars (\$1.00), in consideration of which the undersigned, C. F. Danforth, whose Post Office Address is Rm Hill Ln R-1, do hereby grant and convey to the said Company, its successors and

assigns, the right-of-way upon, along and across all that tract of land owned by the undersigned in Land Lot Number 28 of the 14th District, Section of Fulton County, State of Georgia, said lands being bounded on the North by lands of Danforth Road & M a Rose, on the South by lands of J. H. Calowell, on the East by lands of H. G. Danforth, and on the West by lands of M a Rose;

together with the right, privilege and easement to go in and upon the said tract of land and to construct, operate and maintain perpetually upon said right-of-way its lines for transmitting electric current, with poles, wires and other necessary apparatus and appliances, including the right to stretch telephone and/or telegraph wires on said poles, with all necessary appliances, with the right to permit the attachment of the wires of any other company, or person, to said poles and appliances; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said right-of-way by or for said Company shall remain the property of the owner of said timber.

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said C. F. Danforth ha
hereunto set his hand and seal, this 19th day of August, 1933.

Signed, sealed and delivered in the presence of:

Stanford Coyell
W. O. Dade

(SEAL)
C. F. Danforth (SEAL)
(SEAL)

Notary Public, State at Large, Atlanta, Ga.
My Commission Expires Nov. 3, 1939.

DEED BOOK 1639
PAGE 206

W.C. Bryan.

307623

R.L. Ezell and J.H. Atwell.

Map V293

307130

1177
1177

T. Danforth
Lts., Ref.

Trim south limbs

COMMON NEUTRAL

1-6 Pr & wire

40'-5"
1-P.T.P.
2-1342

T 7661
3 K.V.A.

4 K.V.

Cascade Rd.

T-7004
3 K.V.A.

Danforth

35'-5"
2-1344
2-1342
1-P.T.P.
"B"

35'-7"
1-P.T.P.
1-S.B.

35'-7"
1-P.T.P.
1-S.B.

from "A" to "B" = 87.5'

Dial
Lts., Ref., Pump

T 7662
3 K.V.A.

40'-7"
1-P.T.P.
1-S.B.

Stewart
Lts., Ref.

35'-5"
1-P.T.P.
2-1342
-4

30'-5"
2-1342
2-T.Y.

35'-5"
1-P.T.P.
3-1342

35'-7"
1-P.T.P.
1-S.B.

88.5'

Rep. 1-1344
with 1-P.T.P.
+ sleeve thru.
Add 1-1342
for Neutral.
Move anchor
to end of line

G. Danforth
Lts., Ref.

309032

Fulton County
Sandtown District
L.D. - 61-62
X - new
T. new
12-23-37

Stewart.

G.D. Danforth.

Land Dept. - Poles, anchors, & trees.

J.H. Danforth.

W.P. Dial

303290

Reynolds.
Lts.,

Construction Notes:

All wire to be #6 Bare
All guys to be 5/16" except where shown 1/4"
Use New Rural Spec.
Bond Anchors to Neutral

Total Extension - 4000'

OPERATING ENGINEERING DEPARTMENT
GEORGIA RAILWAY & POWER CO.
ATLANTA, GA.

4 K.V. Extension along Danforth Rd.
to serve 6 Customers.

APPROVED:

ENGINEER IN CHARGE

SCALE
1" = 200'

DATE
12-22-37

ACCOUNT NO.

CHECKED BY

DRAWN BY

TRACED BY

O.B.-76

Cascade Road Dist.

Name of Line

L. F. 4-386

Account No.

M. F.

D. F. 4435-20-4

SEQ. NO. 60-2810

EASEMENT

STATE OF GEORGIA,

Fulton COUNTY.

Received of Georgia Power Company, hereinafter called the Company, the sum of

one & 72/100 Dollars (\$ 1.00), in consideration of which

the undersigned, J. H. Danforth, whose Post Office Address is

Ben Hill, do hereby grant and convey to the said Company, its successors and

assigns, the right-of-way upon, along and across all that tract of land owned by the undersigned in Land Lot

Number 62 of the 14 District, Section

of Fulton County, State of Georgia, said lands being bounded on the North

by lands of Danforth Road, on the South by lands of

Mickey Lake, on the East by lands of W. P. Dial

and on the West by lands of Geo Brown;

together with the right, privilege and easement to go in and upon the said tract of land and to construct, operate and maintain perpetually upon said right-of-way its lines for transmitting electric current, with poles, wires and other necessary apparatus and appliances, including the right to stretch telephone and/or telegraph wires on said poles, with all necessary appliances, with the right to permit the attachment of the wires of any other company, or person, to said poles and appliances; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Any timber cut on said right-of-way by or for said Company shall remain the property of the owner of said timber.

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said J. H. Danforth has

hereunto set his hand and seal, this 18 day of Jan, 1938.

J. H. Danforth (SEAL)

Signed, sealed and delivered in the presence of:

J. H. Danforth (SEAL)

R. W. Danforth (SEAL)

Notary Public, State of Georgia, Atlanta, Ga.

My Commission Expires Nov. 1, 1941.

DEED BOOK 1692

PAGE 85

SEQ. NO. 60-7578GEORGIA POWER COMPANY
RIGHT-OF-WAY EASEMENTSTATE OF GEORGIA, Fulton COUNTY.In consideration of the sum of one & no (\$ 1.00)Dollars in hand paid by Georgia Power Company, the receipt and sufficiency whereof is hereby acknowledged, the undersigned, E. D. Danforth, whose Post Office Address isBen Hill, Georgia, does hereby grant and convey to said Company, its successorsand assigns, the right-of-way for electric transmission lines, located as hereinafter described over and across property owned by the undersigned in Land Lot 61 & 62 of the 14 District, ofFulton County, known as No. Danforth Streetor Road, ~~in~~ near the City or Town of Atlanta, Georgia; also the right, privilege

and easement to go in and upon said tract of land and to construct, operate, maintain and renew upon said right-of-way its lines for transmitting electric current with poles, wires and other necessary apparatus, telephone and/or telegraph wires, guy wires, fixtures and appliances, and the right to make alterations and extensions to said lines, with the right to permit the attachment of the wires of any other company, or person, to said poles and appliances; also the right to cut away or trim and keep clear of said transmission lines, all trees, limbs of trees and other obstructions that may interfere or be likely to interfere with the proper operation and maintenance of said transmission lines; also the right of ingress and egress over said land to and from said transmission lines. The location of the center line of the aforesaid transmission lines being described as follows:

Said Company shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the said E. D. Danforth hereunto set his hand and seal, this 18 day of Jan, 1938.

Signed, sealed and delivered in presence of:

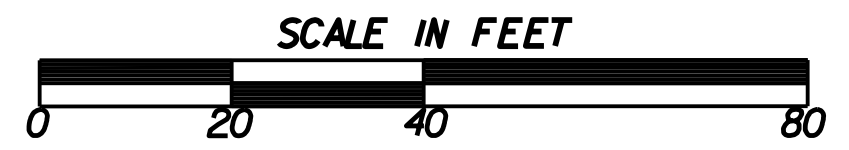
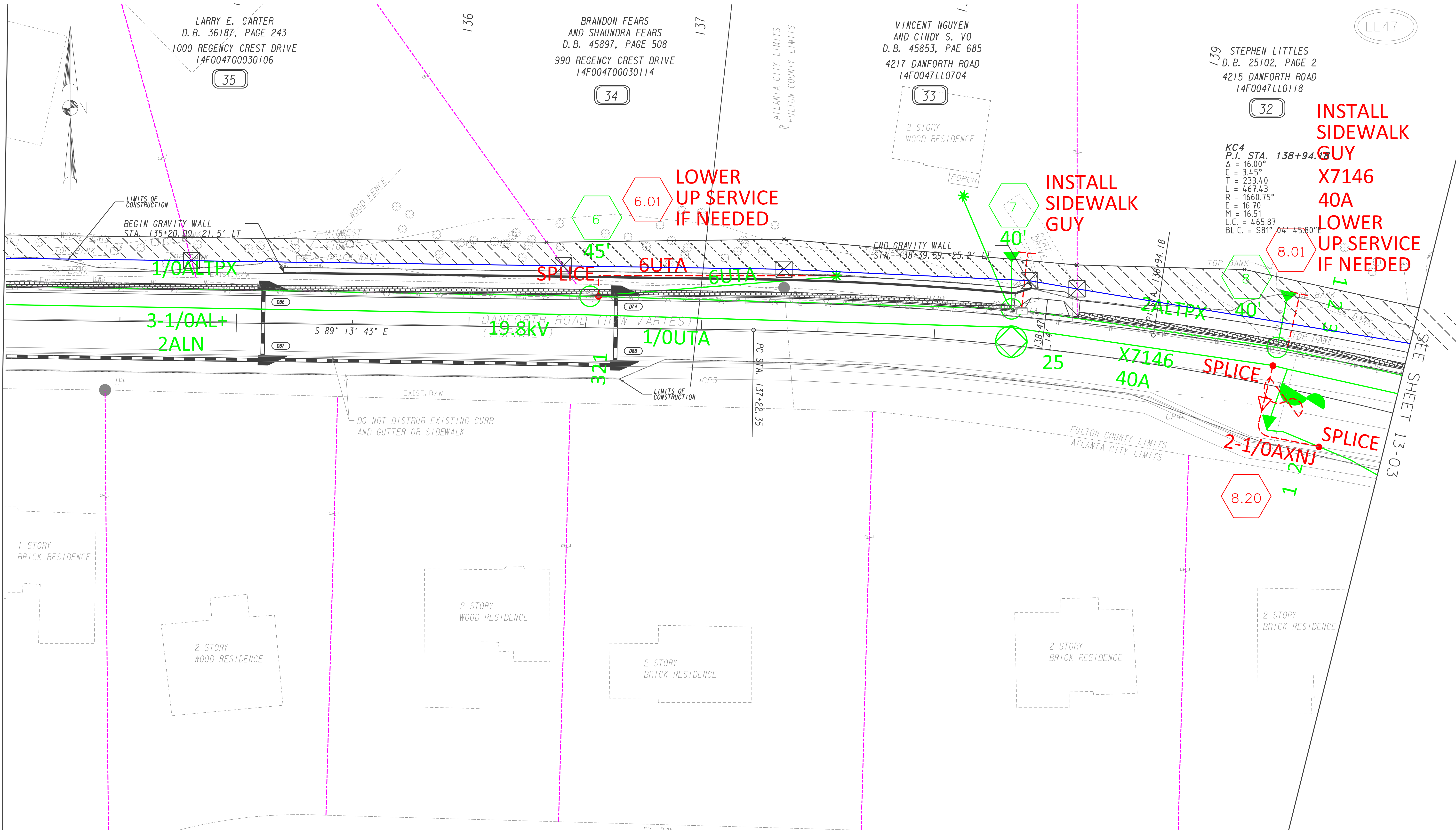
W. E. BryanR. W. HammelNotary Public,
My Commission Expires Nov. 1, 1941.E. D. Danforth (SEAL)

(SEAL)

(SEAL)

Grantors.

DEED BOOK 8PAGE 8PAGE 1 OF 1



ELECTRONIC FILE DATE	CONSTRUCTION REVISION DATE
PLANS DATE: 05/18/2016	REVISION DATE: 01/13/2017
PLANS DATE: 07/14/2016	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:
PLANS DATE:	REVISION DATE:

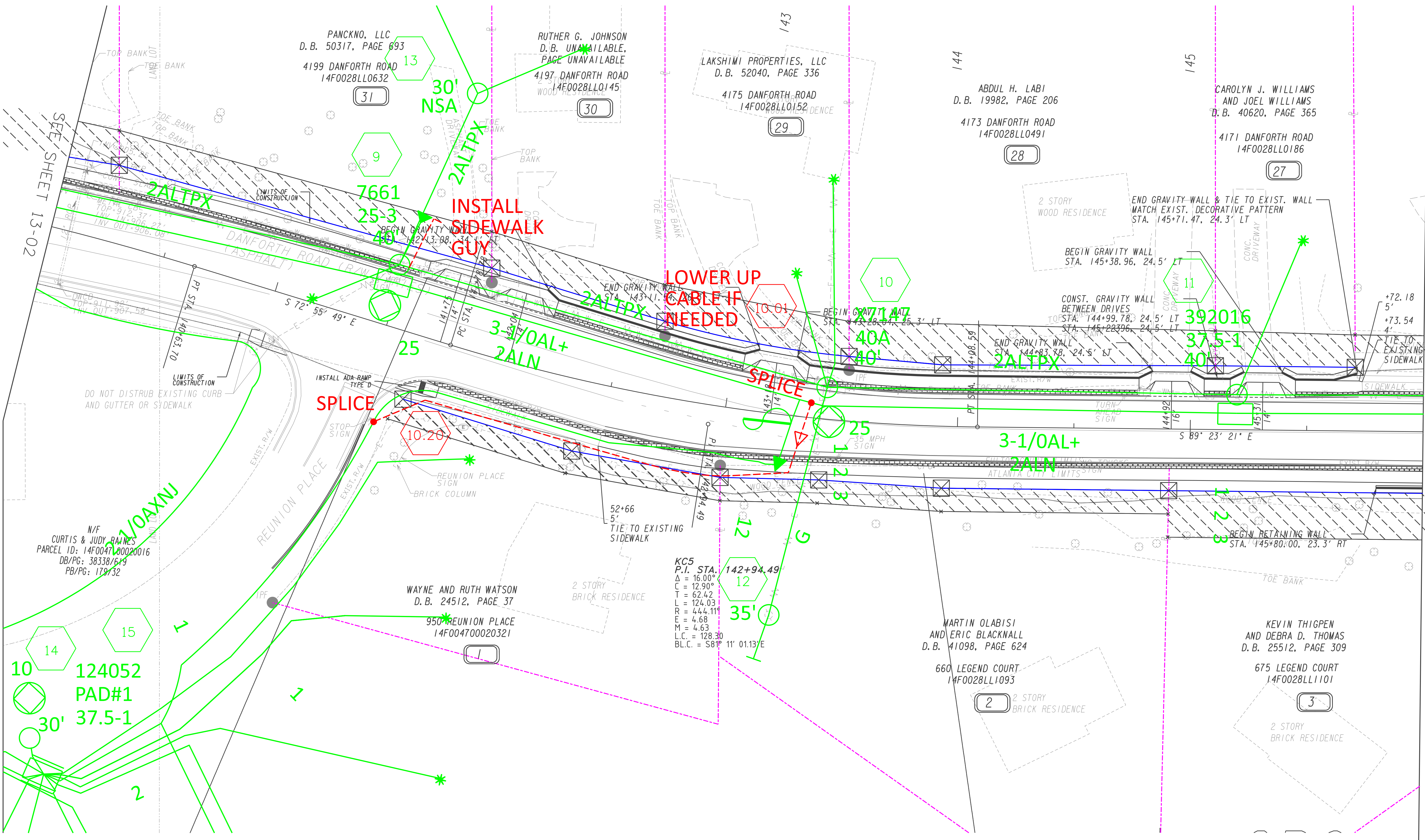
ENGINEERED BY: Carly Jackson	DATE: June 2016
PROJECT TITLE: Danforth Rd @ Cascade Rd	
PROJECT #: T260	
WORK ORDER #:	PI: L5565
REGION: Metro South	HQ: Oakley
COUNTY: Fulton	
MAP REFERENCE: 0342-1266	SHEET: 13-02



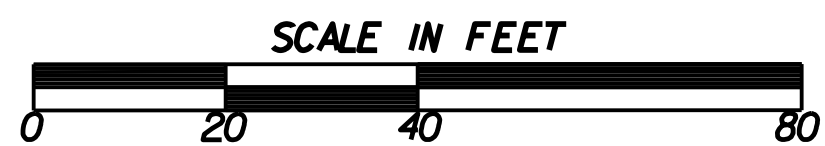


SEE SHEET 13-02

SEE SHEET 13-04



ARC FLASH



ELECTRONIC
FILE DATE

PLANS DATE: 05/18/2016
PLANS DATE: 07/14/2016
PLANS DATE:
PLANS DATE:
PLANS DATE:

CONSTRUCTION
REVISION DATE

REVISION DATE:
REVISION DATE:
REVISION DATE:
REVISION DATE:
REVISION DATE:

ENGINEERED BY: Carly Jackson
PROJECT TITLE: Danforth Rd @ Cascade Rd
PROJECT #: T260
WORK ORDER #:
REGION: Metro South
COUNTY: Fulton
MAP REFERENCE: 0342-1266

DATE: June 2016

PI: L5565
HQ: Oakley

SHEET: 13-03



GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 6:45 p.m. First Read of An Ordinance To Amend Title 8, Traffic And Vehicles, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending Certain Regulations Related To Parking

DATE: August 22, 2023

SUBJECT: 6:45 p.m. First Read of An Ordinance To Amend Title 8, Traffic And Vehicles, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending Certain Regulations Related To Parking

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance - Parking Enforcement	Cover Memo	8/22/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

AN ORDINANCE TO AMEND TITLE 8, TRAFFIC AND VEHICLES, OF THE CITY OF SOUTH FULTON CODE OF ORDINANCES, FOR THE PURPOSE OF AMENDING CERTAIN REGULATIONS RELATED TO PARKING; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Gumbs)

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

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

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

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

Section 1. That Title 8, Traffic and Vehicles, Chapter 1, In General, Sec. 8-1014 (Duties and authority of police officers) subsection (c), of the City of South Fulton Code of Ordinances be amended to read as follows:

“Sec. 8-1014. – Duties and authority of police officers.

...

(c) When at the scene of a fire, City fire and rescue officers may direct or assist the police in directing traffic if within the immediate vicinity.”

Section 2. That Title 8, Traffic and Vehicles, Chapter 1, In General, Sec. 8-1017 (No parking rules), of the City of South Fulton Code of Ordinances be amended to read as follows:

“Sec. 8-1017. – No parking rules.

(a) It shall be unlawful at any time to permit any motor vehicle to stand, stop or park upon any public street, road, alley or walkway of the city in any of the following places or under any of the following conditions except in compliance with the directions of a law enforcement official or a traffic control device:

- (1) In any intersection;
- (2) In any pedestrian crosswalk, or sidewalk;
- (3) Within 20 feet of any intersection or pedestrian crosswalk;

- (4) At any place where the parking of the motor vehicle would block the use of a driveway or alleyway;
- (5) At any place where the standing, stopping, or parking of a motor vehicle will reduce the usable width of the street, road, alley or walkway to less than 25 feet;
- (6) Within ten feet of a driveway;
- (7) Within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or traffic-control signal located at the side of a roadway;
- (8) Within 20 feet of the driveway entrance to any fire station or on the side of a street opposite the entrance to any fire station within 75 feet of such entrance (when properly posted); or
- (9) At any place where the standing, stopping, or parking of a motor vehicle will reduce the usable width of the street, road, alley or walkway to less than 25 feet;
- (10) On any city street without valid registration or insurance;
- (11) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
- (12) Within 15 feet of a fire hydrant;
- (13) In the area between roadways of a divided highway, including crossovers;
- (14) In any manner that creates or could create a traffic hazard, or has the potential to impede, or directly impends traffic flow.
- (15) At any place where official signs prohibit parking and/or standing;
- (16) On any public road whose width is less than 21 feet, curb to curb.
- (17) On any public parking space designated for persons with disabilities, unless there is displayed on the driver's side of the dashboard or hung from the rearview mirror of the parked vehicle, a valid, unexpired parking permit for persons with disabilities, or unless there is attached to the vehicle a specially designated license plate for disabled veterans or other disabled persons.**

- (b) In the case that the police chief or his/her designee causes a sign to be posted at any area where parking is prohibited under the city code or state law, parking shall be prohibited under the following additional conditions except in compliance with the directions of a law enforcement official or a traffic control device:

- (1) Parking of motor vehicles between the hours of 12:00 a.m. and 6:00 a.m.; or

- (2) ~~At~~ **At** any place where the standing, stopping, or parking of a motor vehicle will reduce the usable width of the street, road, alley or walkway to less than 25 feet.
- (c) Any person violating this section shall be subject to a penalty in the amount of ~~\$25.00~~ **\$40.00**, in addition to impound, tow and/or another other remedy allowed by law. Each day in non-compliance shall constitute a separate violation.

Section 3. That Title 8, Traffic and Vehicles, Chapter 1, In General, Sec. 8-1019 (HOA and Non-HOA Communities Parking Enforcement Signs & Traffic Patrol), of the City of South Fulton Code of Ordinances be deleted in its entirety, and replaced with the following:

“Sec. 8-1019. – HOA and Non-HOA Communities Parking Enforcement Signs & Traffic Patrol.

- (a) A Homeowner's Association ("HOA") or Non-HOA residential community (collectively referred to as "communities") may register for parking enforcement signs in addition to requesting temporary residential traffic patrol in their community. A non-HOA residential community shall be defined under this chapter as a residential community without an organized HOA or with an HOA that is inactive, insolvent, or without current board members; Temporary residential traffic patrol shall be defined as a temporary deployment or assignment of law enforcement personnel to monitor and regulate concerns or incidents that affect the safety of residents in a particular neighborhood.
- (b) **Application** - The City Manager, in partnership with Public Works and The South Fulton Police and Fire Departments, shall construct a method for which HOA and Non-HOA residential communities may apply for Parking Enforcement Signs and request Temporary Residential Traffic Patrol. The Application shall be published and accessible on the City's webpage and maintained and administered by the South Fulton Police Department.
1. HOA communities' applications shall provide a minimum of three (3) board member's signatures along with their title, followed by a sworn, notarized statement by a board member attesting that a notice of the HOA's intent to apply for a Parking Enforcement Sign has been communicated to owner-occupants of all residential properties which reside within the neighborhood subject to the requested Parking Enforcement Signs.
 2. Non-HOA residential community applications shall include the signature, address, email, and phone number of one tenant or homeowner over 18 years of age; from at least 60 percent of the occupied residential properties which are adjacent to the portions of the street subject to the requested Parking Enforcement Signs.
 3. All applications shall also include in their application:
 - a. Where Parking Enforcement Signs shall be placed.

- b. Parking Enforcement Signs shall read “You may be ticketed or towed for parking violations on the street in this neighborhood. Please visit City of South Fulton, GA Municode for neighborhood parking rules.”
- (c) **Parking Enforcement Signs-** If the City approves an application, the City shall identify the applicant's ability to cover proper installation, maintenance, repair, or replacement costs for Parking Enforcement Signs. The City shall estimate the expenses upon review of the application. If a community cannot cover the installation and annual maintenance cost — as evidenced by the HOA's quarterly/annual financial statements — it may request that the City cover the cost in the application. The City shall maintain financial discretion when determining whether to cover the cost of a Parking Enforcement Sign.
- (d) **Local participation** - When possible and reasonably priced, the city shall make every effort to contract with vendors having offices within the city, and or owners who are city residents.
- (e) **Approval** – If approved and financed, Public Works shall confirm a final approved sign for the approved communities and promptly cause the Parking Enforcement Signs to be placed in the approved locations.
- (f) **Temporary Traffic Patrol** – HOA and Non- HOA Communities may register for Temporary Residential Traffic Patrol in their communities through an application published and accessible on the City's webpage. The application shall detail the patrol's desired locations and times in the community and the deployment duration. The South Fulton Police Department shall allocate appropriate resources to aid in deploying temporary residential traffic patrol to an HOA or Non-HOA Community that has successfully obtained a Parking Enforcement Sign. The deployment shall not exceed more than thirty days per application request. The City Manager may occasionally reserve the right and discretion to terminate temporary residential parking patrol programs for any HOA and Non-HOA Community under this chapter. The Police Chief or their designee shall furnish to the City Manager periodic program performance reports related to this section.

The deployment of temporary residential traffic patrol shall include:

 - 1. Monitoring traffic flow: Law enforcement shall observe the movement of vehicles within the residential area, ensuring compliance with speed limits, stop signs, and other traffic regulations.
 - 2. Enforcing parking rules: Law enforcement shall address parking violations such as illegal parking, blocking driveways, or parking in restricted zones, and take appropriate actions such as issuing warnings or citations.

3. Educating residents: Law Enforcement shall engage with residents to raise awareness about traffic safety, provide information on local traffic regulations, and encourage responsible driving habits.

Section 4. Amendments are shown with ~~striketrough~~ to denote text to be deleted and **bold underline** to denote text to be added. Where new sections or paragraphs are added that change the numbering of existing sections or paragraphs, all references throughout the Ordinance will be updated accordingly.

Section 5. It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

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

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

Section 6. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 7. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 6:55 p.m. Discussion: City and Special Events Calendar through December 2023

DATE: August 22, 2023

SUBJECT: 6:55 p.m. Discussion: City and Special Events Calendar through December 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Planned Events to Dec23	Cover Memo	8/22/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 7:25 p.m. Discussion of Alcohol Permits for SWAC and Outdoor Events

DATE: August 22, 2023

SUBJECT: 7:25 p.m. Discussion of Alcohol Permits for SWAC and Outdoor Events

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 7:45 p.m. Request Approval of Park and Paws Alcohol Permit (if necessary)

DATE: August 22, 2023

SUBJECT: 7:45 p.m. Request Approval of Park and Paws Alcohol Permit (if necessary)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 7:48 p.m. Request Approval to procure a contract with up to three (3) event planning firm(s) to provide community events (Friday Night Live Series) for the Old National Corridor of Districts 5, 6, and 7

DATE: August 22, 2023

SUBJECT: 7:48 p.m. Request Approval to procure a contract with up to three (3) event planning firm(s) to provide community events (Friday Night Live Series) for the Old National Corridor of Districts 5, 6, and 7

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Fall Concert Agenda Summary 8.3.2023	Cover Memo	8/19/2023

City of South Fulton Agenda Item Summary



City Council Meeting Date		Council District(s) Affected
Requesting Department		
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

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 7:51 p.m. Request Approval of a special event permit for “The Annual Old National Merchants Association (ONMA) 5K WALK RUN”, 5495 Old National Hwy, 30349
→ Saturday, September 16, 2023 (7 a.m. – 12 p.m.)

DATE: August 22, 2023

SUBJECT: 7:51 p.m. Request Approval of a special event permit for “The Annual Old National Merchants Association (ONMA) 5K WALK RUN”, 5495 Old National Hwy, 30349
→ Saturday, September 16, 2023 (7 a.m. – 12 p.m.)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ONMA 5K APPLICATION 09.16.2023 COUNCIL PACKET_Redacted	Cover Memo	8/19/2023

City of South Fulton Agenda Item Summary



City Council Meeting Date 8/22/2023		
Requesting Department Community Development and Regulatory Affairs		Council District(s) Affected 5
Requested Action Council to confirm a special event for "The Annual ONMA 5K WALK RUN" - start & finish 5495 Old National Hwy, 30349 - Saturday, September 16, 2023 (7 a.m. – 12 p.m.)		
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 304.01 of the City's Municipal Codes calls for the City Council to approve all indoor and outdoor special events.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Staff has reviewed and determined that this event, as proposed, meets or exceeds the minimum requirements within the City's Municipal Code.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval ----- -----		Finance Director Approval -----
Assistant City Manager Approval -----	City Attorney Approval -----	City Manager Approval -----



APPLICANT'S CHECKLIST

All applications must be complete and signed by applicant.
Applications are due at least thirty (30) working days in
advance - \$75 application fee.



APPLICANT'S INFORMATION

Name: Emmanuel Rainey E-mail: [REDACTED]
Address: [REDACTED]
Phone#/Fax#: [REDACTED]
24-Hour Emergency Contact Number: [REDACTED]

ORGANIZATION INFORMATION

Organization Name: Old National Merchants Association
Address: P.O. Box 490994 College Park, GA 30349
Person(s) Responsible: Emmanuel Rainey
Address: [REDACTED]
Phone#/Fax: [REDACTED]

EVENT DETAILS

Beginning Date: 9-16-2023 (Sat.) Ending Date: 9-16-23 (Sat.)
Start Time(s): 7:00 A.M. End Time(s): 12:00 P.M.
Exact Location: 5495 Old National Highway College Park, GA 30349 City of South Fulton Start & Finish same location!
Is the event's location owned by the applicant? ☐ Yes ☒ No
If no, please attached property owner's authorization to hold event on their property.

Description of
Activities to occur:

5K Walk/Run

JUL 19 2023

Participants expected:

150

Purpose of Event:

To have positive community activity
Raise funds for scholarship program

Will any public facilities or equipment be requested? ☐ No ☒ Yes If yes, please describe below:

Stage

Will this event involve the usage of any Georgia Department of Transportation roads/highways?

☐ No ☒ Yes If yes, please describe below and attach authorizations:

See attached approval letter from GDOT!

Does the Fulton County Health Department possess jurisdiction over the event? ☒ No ☐ Yes If yes, please describe below and attach authorizations:

Will any tents be erected in association with this special event? ☒ No ☐ Yes If yes, include a Tent application with your submittal.

Will any temporary signage be used in association with this special event? ☐ No ☒ Yes If yes, include a sign permit application with your submittal.

Will alcohol be served? ☒ No ☐ Yes If yes, please specify the name of the business with the Alcoholic Beverage License that will serve alcoholic beverages at your event. An additional fee of \$50 will be required if alcohol will be served or sold.

Name of Business
serving alcoholic
beverages:

Issuing
Authority and
License #:

Will this event include a Parade? ☒ No ☐ Yes If yes, answer the following:

Staging Area Location:

Arrival Time at
Staging Area:

Parade Start
Time:

Map of exact route of parade including starting and termination points is attached. ☐ No ☐ Yes



PROPERTY OWNER'S AUTHORIZATION

Original signatures required here.



The Undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Owner Josh Bonner

Telephone Number [REDACTED]

Address of Subject Property 5491 Old National Hwy
Atlanta, 30348

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Fulton County, Georgia and I provide authorization for the applicant to use my property as mentioned herein.

Signature of Owner

Personally appeared before me:

who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Ulysses Cain
Notary Public

Ulysses Cain
NOTARY PUBLIC

My Commission Expires 09/08/2023

(Affix Raised Seal Here)

7-17-23
Date



SPECIAL EVENT PERMIT CONDITIONS



As a condition to the issuance of a Special Event Permit, the licensee shall indemnify and hold the City harmless from claims, demand or cause of action which may arise from activities associated with this applicable special event.

I, Emmanuel T. King, Old Nelson North Applicant, do solemnly swear subject to criminal penalties for false swearing, that the statement and answers made by me to the foregoing questions in this application for a City of South Fulton Special Event Permit, are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license.

[Signature]
Applicant Signature

7/19/2023
Date

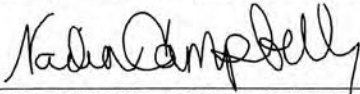
[Signature]
Notary

Ulysses Cain
NOTARY PUBLIC
Commission Expires
DeKalb County, GEORGIA
My Commission Expires 09/08/2023

CLASS OF EVENT

- ☐ Co-sponsored event with the City
- ☐ Fundraising for charitable events
- ☒ Special event (primarily)
- ☒ Special event with road closure
- ☐ Special event with tent – square footage of tent _____
- ☐ Special event with temporary signage
- ☐ Special event with alcohol served

Date: _____	Permit#: <u>ONMA001</u>	Permit Fee Due: \$425.00	\$75.00 PAID / \$350.00 DUE
-------------	-------------------------	------------------------------------	------------------------------------

APPLICATION FOR PERMIT APPROVED BY (WHERE APPLICABLE):Electronic Review/ Approval 08/15/2023

COMMUNITY DEVELOPMENT SERVICES DIRECTORElectronic Review/ Approval 07/21/2023

POLICE CHIEFElectronic Review/ Approval 07/24/2023

FIRE CHIEFNo Response/ Comments

PUBLIC WORKS DIRECTOR

CITY MANAGER

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

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

OLD NAT MERCHANTS ASSOC
EMMANUEL RAINEY
5495 OLD NATIONAL HWY
COLLEGE PARK, 30349

INVOICE #

23006090

CUSTOMER ID: ONMA001 PIN: 220457

INVOICE DATE: 07/19/23

DUE DATE:

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

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
1.0000	P-A1	Processing Fee 5k WALK/ RUN 09/11/23 APP	75.000000	75.00
1.0000	P-A2B	ZC Review Fee - \$45 5k WALK/ RUN ZONING REVIEW	100.000000	100.00
1.0000	P-MISC	Permitting Fee 5k WALK/ RUN PERMIT (101-250)	250.000000	250.00
			TOTAL DUE:	\$ 425.00
			Prn Payment: 07/21/23 CK 1075	-75.00
			BALANCE:	\$ 350.00

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

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

OLD NAT MERCHANTS ASSOC
EMMANUEL RAINEY
5495 OLD NATIONAL HWY
COLLEGE PARK, 30349

INVOICE #: 23006090
DESCRIPTION:
CUSTOMER ID: ONMA001 PIN: 220457
DUE DATE:
TOTAL DUE: \$ 350.00



City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

PAY ONLINE AT:

[HTTPS://WWW.CITYOFSOUTHFULTONGA.GOV](https://www.cityofsouthfultonga.gov)

SCROLL DOWN TO CLICK "PAY ONLINE" ICON

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23006090

CUSTOMER ID: ONMA001 PIN: 220457

INVOICE DATE: 07/19/23

DUE DATE:

MAKE CHECKS PAYABLE TO:
CITY OF SOUTH FULTON

OLD NAT MERCHANTS ASSOC
EMMANUEL RAINEY
5495 OLD NATIONAL HWY
COLLEGE PARK, 30349

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
1.0000	P-A1	Processing Fee 5k WALK/ RUN 09/11/23 APP	75.000000	75.00
1.0000	P-A2B	ZC Review Fee - \$45 5k WALK/ RUN ZONING REVIEW	100.000000	100.00
1.0000	P-MISC	Permitting Fee 5k WALK/ RUN PERMIT (101-250)	250.000000	250.00
TOTAL DUE:				\$ 425.00

OLD NATIONAL MERCHANTS ASSOCIATION
P.O. BOX 490994
COLLEGE PARK, GA. 30349

1075
64-22/610 8269

5/30/2023
Date

Pay to the
Order of City of South Fulton \$ 75.00
Seventy Five Dollars + no/xxx Dollars

WELLS FARGO
Wells Fargo Bank N.A.
Georgia
wellsfargo.com

For ONMA 5K Walk/Run

Bonnie Stewart

Photo Safe Deposit®
Engrave on back

MP

ARROW ALONG WITH YOUR PAYMENT

C
S
Atlanta, GA 30336

INVOICE #: 23006090
DESCRIPTION:
CUSTOMER ID: ONMA001 PIN: 220457
DUE DATE:
TOTAL DUE: \$ 425.00

OLD NAT MERCHANTS ASSOC
EMMANUEL RAINEY
5495 OLD NATIONAL HWY
COLLEGE PARK, 30349



OLD NATIONAL MERCHANTS ASSOCIATION
P.O. BOX 480994
COLLEGE PARK, GA 30349

1075
64-22/610 8269

5/30/2023
Date

Pay to the
Order of

City of South Fulton \$ 75.00
Seventy Five Dollars + no/xxx Dollars



Wells Fargo Bank, N.A.
Georgia
wellsfargo.com

For

ONMA SK Walk/Run

Barclite Kuvall
[Signature]



STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 05/18/2022 15:53:50

BUSINESS INFORMATION

BUSINESS NAME : OLD NATIONAL MERCHANT'S ASSOCIATION, INC.
CONTROL NUMBER : K744270
BUSINESS TYPE : Domestic Nonprofit Corporation
ANNUAL REGISTRATION PERIOD : 2022, 2023

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : P.O. Box 490994, College Park, GA, 30349, USA
REGISTERED AGENT NAME : Christopher, Dionne
REGISTERED OFFICE ADDRESS : 7074 Galloway Pointe , Riverdale, GA, 30296, USA
REGISTERED OFFICE COUNTY : Fulton

OFFICER	TITLE	ADDRESS
Emmanuel Rainey	CEO	P.O. Box 490994, College Park, GA, 30349, USA
Kevin Lloyd Smith	CFO	P.O. Box 490994, College Park, GA, 30349, USA
Kevin Lloyd Smith	Secretary	P.O. Box 490994, College Park, GA, 30349, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : P.O. Box 490994, College Park, GA, 30349, USA
REGISTERED AGENT NAME : Christopher, Dionne
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Emmanuel Rainey	CEO	P.O. Box 490994, College Park, GA, 30349, USA
Paulette Thweatt	CFO	P.O. Box 490994, College Park, GA, 30349, USA
Donna Cowan	Secretary	P.O. Box 490994, College Park, GA, 30349, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Emmanuel Rainey
AUTHORIZER TITLE : Officer



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

JUL 19 2023

May 18, 2023

Old National Merchants Association
5536 Old National Highway
College park, GA 30349
Attn: Kevin Smith, Vice President

Dear Mr. Smith:

The Georgia Department of Transportation (GDOT) is in receipt of your request to utilize a portion of State Route (SR) 279 (Old National Highway) to hold the "2017 Old National Merchants Association's 5K Run/Walk" to benefit the Old National Merchants Association's Scholarship Program. This event is scheduled for Saturday, September 16, 2023 from 8:00 a.m. to 10:00 a.m.

Approximately two-thirds of a mile of SR 279 (Old National Highway) will be utilized for this event. The 5K will begin at the Grown Folks Café, located at 5495 Old National Highway. Participants will proceed southbound on SR 279 (Old National Highway), using the southbound curb lane and sidewalk with police escorts. The route will continue to Burdett Road where runners and walkers will turn right onto Burdett Road and travel for about 1 mile, then turn right onto Burdette Way, then left onto The Meadows Way, right on Old Bill Cook Road, then right onto Jerome Road and then left into the back parking lot of the Grown Folks Café where the 5K Run/Walk will end.

GDOT understands that the Old National Merchants Association will use local police officers to manage all traffic control, including police escorts and rolling lane closures.

This letter serves as approval for the use of the aforementioned portion of SR 279 (Old National Highway) for this event. The use of the state route shall require adherence to the Georgia Department of Transportation's current specifications and the 2009 edition of the "Manual on Uniform Traffic Control Devices" for traffic control. GDOT also recommends that the Old National Merchants Association contacts all appropriate local media, residents, businesses and transit authorities to publicize the date and time of the 5K in an effort to advise motorists of changes in traffic patterns. It is also a requirement that local law enforcement be utilized to handle all traffic control along the state route.

By acceptance of this letter as an approval for the use of the state route indicated, the Old National Merchants Association, and all supporters of the 5K Run/Walk agree to indemnify and hold harmless the Georgia Department of Transportation, its agents, officers, and employees from any and all lawsuits or claims brought about due to delays, damages, or injuries received by any person, business or property during the time period for which the event is encompassed. Further, the execution of the event and entry onto the Georgia Department of Transportation's Right-of-Way will thereby constitute acceptance of the aforementioned terms and conditions as set forth in this document.

If I can be of further assistance, please feel free to contact me at the Georgia Department of Transportation's District Seven office at 5025 New Peachtree Road, N.E., Chamblee, Georgia, 30341 or by telephone at (770) 216-3948.

Sincerely,

Megan Wilson, P.E.

Megan Wilson, P.E.
District Traffic Engineer

MW:rm



cc: Rubin McCullors, Area 3 Manager
Melodii Peoples, D7 Communications Officer
Chadrick Hendon, TMC
Oprah Clark, Oversized Permits Unit
Brandon Clayton, D7 Maintenance Manager

Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office



Directions: Please fill out this form and email it to TMC-TrafficInterruptionReports@dot.ga.gov

New Traffic Interruption Request Form

JUL 19 2023

Planned Location					
Primary Road: (SR or Interstate Number. If Arterial give name of street)		Old National Hwy			
Cross Street	Beginning:	Old National Hwy	Ending:	Jerome Rd	
Mile Post	Beginning:	N/A	Ending:	N/A	
Direction	South	County	Fulton	Beginning:	Fulton
Scheduled Time					
When	START DATE:	9/16/2023 Saturday	END DATE:	9/16/2023	
Military Time	START TIME: (HHMM)	0800	END TIME: (HHMM)	10:00	
Which day(s) will you be working?		M T W T F S S ☐ ☐ ☐ ☐ ☐ ☒ ☒			
Closure Information					
Type of Schedule	Choose a type of schedule		Choose a subtype.		
Number of Lanes Closed:	Choose an item.	Right Lanes ☒	Left Lanes ☐	Center Lanes ☐	Total Lanes ☒
Shoulder Closed?	Right Shoulder ☒		Left Shoulder ☐		Major Congestion? ☐
Exit Ramp Affected?	Choose an item.	Explain how ramp will be affected if applicable.	Entrance Ramp Affected?	Choose an item.	Explain how ramp will be affected if applicable.
Additional Lane Information: Click here to enter additional lane information.					
Purpose of Closure:		5k Walk/Run			
How will Traffic be Affected? (Detour, Lane Shift, Flagging Operation, etc.)				Police escort	
Oversize Load Restrictions: ☐		Horizontal Clearance less than 14' ☐		Vertical Clearance less than 14'6" ☐	
GDOT Contact Information					
GDOT Contact 1: (Name and Title)	Ronda Martin, Program Associate	Email:	Romartin@dot.ga.gov	Phone: xxx-xxx-xxxx	
GDOT Contact 2: (Name and Title)	Megan Wilkerson	Email:	Click here to enter email address.	Phone: xxx-xxx-xxxx	
Contractor Contact Information					
Contractor Company Name:					
Contractor Contact 1:	Old National Merchants Association			Phone: xxx-xxx-xxxx	
Contractor Contact 2:	Phyllis Miller			Phone: xxx-xxx-xxxx	
Project/Permit Number: Type project/permit number here.					
TMC Use Only					
Navigator TIR Number:		District #:		Operator ID:	
Followed Procedure/E-mailed ☐		Email Timestamp (MM/DD/YY HHMM)			

JUL 10 2023

GEORGIA DEPARTMENT OF TRANSPORTATION
STATE ROUTE UTILIZATION REQUEST FORM

Please provide the following information below for your request to utilize a GDOT State Route.

*An advance notice of 2 weeks is required.

1. Name of company responsible for this event: Old National Merchants Association
2. Company address: 5536 Old National Hwy, College Park, GA 30349
3. Contact name and telephone number of the responsible party: Emmanuel Rainey
4. Reason for lane closure: (example: use of a crane, use of sidewalk, event, etc.)
Runners & walkers participating in the 5K Run/Walk Event
5. A brief synopsis of what is to occur at the location: (ex: Homecoming parade/Lane Closure, race)
Awards Ceremony
6. Name of state route(s) to be utilized: Old National Highway
7. Number of lanes to be closed and the direction(s) of travel (N, S, E, W) 1 Lane West
8. Section of state route to be utilized: (ex: 50' of the State Route 3 (Peters St.) from A St. to B St.)
Jerome Road to Burdett Road
9. Duration of time the lane(s) will be utilized: (ex: 9am-3pm) 8:00am - 9:40am
10. Date of event /lane use: Saturday, September 16
11. Name of City and County in which event will be held: City of South Fulton
12. Name of City or County contact and telephone number: Wyvern Budram 404-277-2749
13. Responsible Party for Traffic Control? City of South Fulton Police
14. *Attach a written description of your Traffic Control Plan (ex: use of police officers, cones, signs, display of message boards, Intermittent Traffic Control, traffic pacing, full closure, etc.)
(TCP "Must" be submitted) *MANDATORY
15. * Attach a Location Map that shows police locations, cone & sign placements, message boards, etc.
(TCP "Must" be submitted) *MANDATORY

If you have any questions, please contact me at the telephone number listed below.

Ronda Martin
Program Associate
Georgia Department of Transportation
5025 New Peachtree Road
Chamblee, GA 30341
(770) 216-3948
romartin@dot.ga.gov

JUL 19 2023

Old National Merchants Association Run/Walk 5K Atlanta, GA

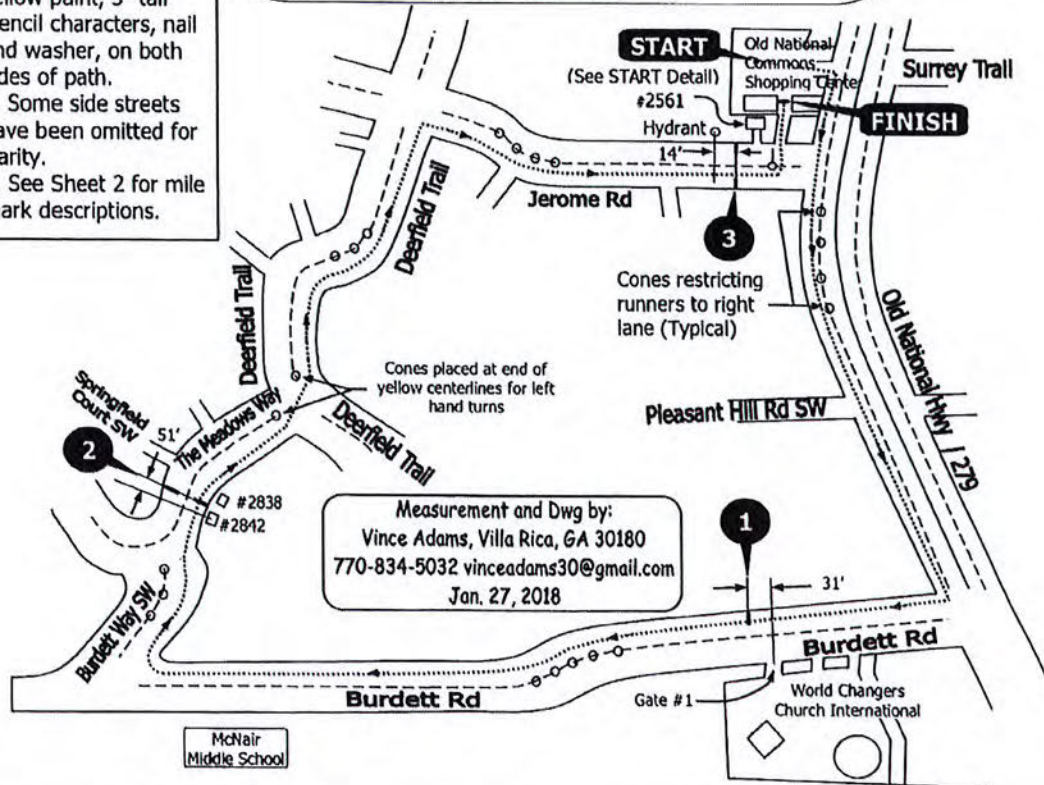
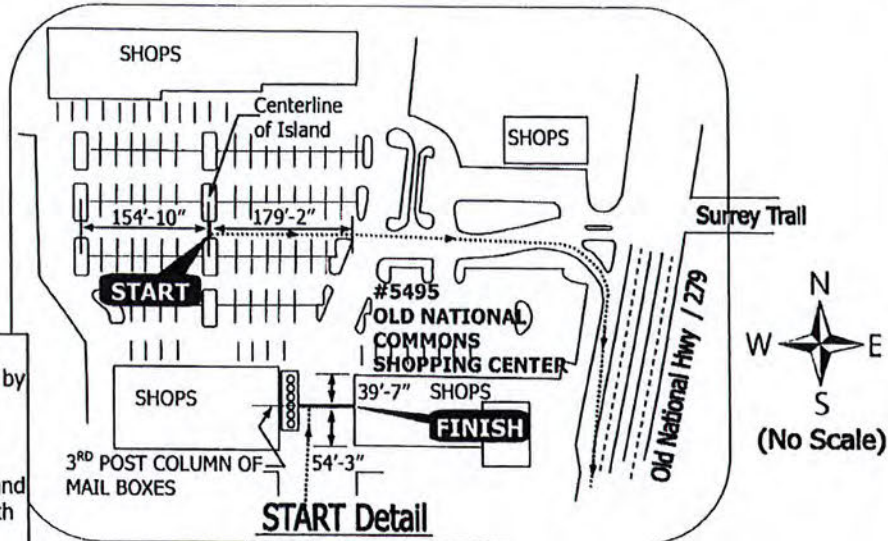
Kevin Smith, Old National Merchants Association,
P.O. Box 490994, College Park, GA 30349
(404) 642-5603 ksmith6722@aol.com



GA18001WC
Effective: Feb 5, 2018
to Dec. 31, 2028

NOTES:

1. Runners restricted by cones to right lane, except in shopping center parking lot.
2. Mile marks, Start and Finish are marked with yellow paint, 3" tall stencil characters, nail and washer, on both sides of path.
3. Some side streets have been omitted for clarity.
4. See Sheet 2 for mile mark descriptions.





**Old National Merchants
Association Run/Walk 5K
Atlanta, GA**

GA18001WC



Effective: Feb. 2, 2018
to Dec. 31, 2028

SHEET 2 of 2

Course Description

Start Line: In the Old National Commons Shopping Center parking lot, at 5495 Old National Hwy / 279, Atlanta, GA. 179'-2" W of Centerline of Island. 154'-10" E of centerline of far west island.

Mile 1: On Burdett Rd. 31' W of centerline of Gate 1 at World Changers Church International.

Mile 2: On The Meadows Way. 51' NE of centerline of driveway to house #2842. (Ref. South of house #2838.)

Mile 3: On Jerome Rd. 14' E of Hydrant. (Ref. West of #2561.)

5km Finish: In the Old National Commons Shopping Center parking lot, at 5495 Old National Hwy / 279, Atlanta, GA. 54'-3" N of corner of building. 39'-7" S of other corner of building. (Ref. Aligned with 3rd post column of Mail boxes.)



Old National [Merchants Association](#) | Promoting Growth & Economic Vitality



Traffic Control Plan for 5K Run/Walk Event
Saturday, September 16, 2023

We will be utilizing 4 separate police units from the City of South Fulton to patrol the entire event from the start line at 8am to the finish line at 11am. The police units will be posted and driving along the course as indicated on the course map which is submitted.

Should you have any questions, please contact me at [REDACTED]

Respectfully,

Emmanuel Rainey



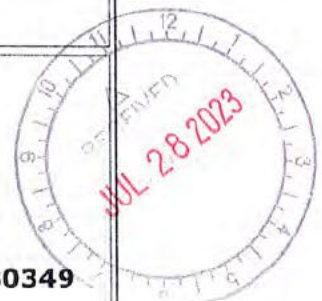
K&K Insurance Group, Inc.
1712 Magnavox Way
Fort Wayne, IN 46804
Phone 1-800-426-2889
Fax 1-260-459-5105
Claims 1-800-237-2917

Fax/Mail Application

1. Print
2. Remit the completed and signed enrollment form and corresponding premium payment, and a copy of your current certification, if any, to the address above.
3. You will be notified if, for any reason, your submission to this insurance program is declined or determined to be ineligible for coverage and your premium payment will be returned or refunded.
4. If your submission is accepted, coverage documents will be issued and will be effective the day after your enrollment form and premium payment are received, or on a later date that you may specify.
5. Please allow 10 business days for processing. For faster coverage, please continue to pay on-line.

Note: Any requests to amend or change coverage or the information reported on the enrollment form must be submitted in writing.

Application Date : 07/07/2023	
Final Summary	
Walk/Run Event Liability Coverage	
Insured Information	
Are you an insurance agent or broker?	Yes
Named insured (as it should appear on the policy):	OLD NATIONAL MERCHANTS ASSOCIATION, INC.
Doing business as (DBA):	COMMUNITY 5K WALK/RUN
Contact first name:	KEVIN
Contact last name:	SMITH
Mailing address:	5536 OLD NATIONAL HIGHWAY, SUITE 300
City:	COLLEGE PARK State: Georgia Zip: 30349
Phone:	[REDACTED]
E-mail:	[REDACTED]
Website:	[REDACTED]
This is a renewal of coverage	
Agent Information	
I do NOT wish to receive a commission	
Agency name:	Franks & Associates Insurance Agency
Agency mailing address:	P.O. Box 490008
City:	College Park State: Georgia Zip: 30349



Agent/contact first name: JT
Agent/contact last name: Franks
Agency phone: [REDACTED]
Agent/contact e-mail: [REDACTED]

Commercial General Liability

Eligibility

Are any of the following events/activities offered?

Activist rallies/marches/protests; Adventure Races; College or university level championships events; Endurance races; Events involving animals other than service animals; Events where the distance is more than 16 miles; Events with water activities or cycling activities; Full marathons (distances greater than 16 miles); Glow runs, color runs and similar types events or runs; Hiking events; Iron man events ; Mud runs/warrior No runs/zombie runs/obstacle course runs/urbanathons (competitions, exhibitions or foot races that involve man-made obstacle courses, man-made mud pits, man-made slippery slopes, wall climbs, or other similar man-made obstacles); Political events; Professional sport events, try-outs and training camps/clinics; Triathlons/duathlons.

Desired coverage dates (including setup and teardown-no more than 5 days allowed):

09/16/2023

Does your event involve more than 3 days of walking/running activities?

No

In what state is the person/organization purchasing this coverage located?

Georgia

Type of Event:

Walk and Run

Name of Event:

COMMUNITY 5K
WALK/RUN

Name of Location:

MEGA PLEX

Address:

5495 OLD
NATIONAL
HIGHWAY

City:

COLLEGE PARK

State:

Georgia

Zip:

30349

Distance of the race/event:

5K

Does your event involve any animals other than service animals?

No

Is the event a professional sporting event, try-out or training camp?

No

Is this event a college or university level championship event?

No

Do you have any vendors at your event?

No

Do you require all "participants" and/or parents/guardians of minors to sign a release/waiver?

Yes

Will alcoholic beverages be sold/provided at this event?

No

Walk/Run Event - Rating

Walkers

Number of competitive/timed participants:

150

Number of non-competitive participants:

0

Runners

Number of competitive/timed participants:

50

Number of non-competitive participants:

0

Total Number of Participants

200



Each Occurrence:	\$ 1,000,000
General Aggregate (other than Products-completed Operations):	\$ 5,000,000
Products-completed Operations Aggregate:	\$ 1,000,000
Personal and Advertising Injury:	\$ 1,000,000
Damage to Premises Rented to You (Fire Legal Liability):	\$ 1,000,000
Medical Expense (other than participants):	\$ 5,000
Legal Liability to Participants:	\$ 1,000,000
Medical Payments for Participants (excess - \$100 deductible):	\$ 25,000

Total Commercial General Liability Premium

\$300.00

Additional Coverages

Sexual Abuse/Sexual Molestation

Do you want to add this coverage to the quote?

No, Thank you

Ancillary Activities/Events Liability

Do you want to add this coverage to the quote?

No, Thank you

Total Commercial General Liability Premium:

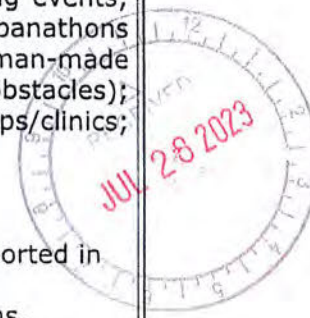
\$300.00

Notable Exclusions:

The following exclusions are contained in the commercial general liability coverage provided by this program. 24-hour premises liability; Abuse, molestation, harassment or sexual conduct (unless optional coverage is purchased); Aircraft/hot air balloon; Airport; Amusement devices (the ownership, operation, maintenance or use of: any mechanical or non-mechanical ride, slide, or water slide, any inflatable recreational device, any bungee operation or equipment, any vertical device or equipment used for climbing-either permanently affixed or temporarily erected, or dunk tank. Amusement device does not include any video arcade or computer games); Ancillary activities that require a separate admission charge and/or are open to the public (unless optional coverage is purchased); Animals (injury or death to, or injury, death or property damage caused by any animal owned, rented or hired by you); Asbestos; Athletic or sports participants in any other sport/athletic activity other than walking or running; Commercial general liability standard exclusions (CG0001 04/13 edition); Communicable Diseases; Cryogenic chambers/therapy; Employment-related practices; Events held outside the United States; Events with over 10,000 in total attendance; Events that last more than 3 days (not including set-up and tear-down), unless reported, approved, and the appropriate premium has been paid; Fireworks; Fungi or bacteria; Haunted attractions; Heavy metal, electronic, rap, hip-hop concerts/shows; Lead; Legal liability to participants for professional athletes and celebrity participants; Medical payments for participant for professional athletes and celebrity participants; Nuclear energy liability; Operation, ownership or management of any facility or premises, other than while being used for covered activities; Operations of independent concessionaires, exhibitors and vendors at your event; Performers; Rodeos; Room and board liability; Saddle animals; Snowmobile; Violation of statutes that govern e-mails, faxes, phone calls or other methods of sending materials or information. Those operations listed as ineligible: Activist rallies/marches/protests, Adventure races, College or university level championships events; Endurance races; Events involving animals other than service animals; Events with water activities or cycling activities; Events where the distance is more than 16 miles; Full marathons, Glow runs, color runs and similar types events or runs; Hiking events; Iron man events; Mud runs/warrior runs/zombie runs/obstacle course runs/urbanathons (competitions, exhibitions or foot races that involve man-made obstacle courses, man-made mud pits, man-made slippery slopes, wall climbs, or other similar man-made obstacles); Political events, Professional sports events, tryouts and training camps/clinics; Triathlons/duathlons.

Terms & Conditions:

1. Any exposure changes that deviate from the original enrollment form must be reported in writing.
2. Premiums are 100% fully earned and are non-refundable once the coverage begins.



3. Coverage will be effective upon receipt of the completed enrollment form and premium payment.
4. Cancellation or changes must be reported prior to the scheduled start date of event, and confirmed in writing for a refund or credit to be considered.
5. Commercial General Liability Broadening Endorsement:
 - Expected or intended bodily injury or property damage resulting from the use of reasonable force to protect persons or property.
 - Non-owned Watercraft - extended to 58 feet.
 - Supplementary Payments - \$2,500 bail bonds, \$500 a day loss of earnings.
 - Waiver of Right of Recovery.
 - Bodily Injury definition expanded to include mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
 - Damage to Premises Rented to You - the term fire is replaced with fire, lightning, explosion, smoke and leaks from sprinklers.
 - Additional Coverage:
 - Emergency Real Estate Consultant Fee - \$25,000
 - Identity Theft Exposure - \$25,000
 - Key Individual Replacement Cost - \$50,000
 - Lease Cancellation Moving Expense - \$2,500
 - Temporary Meeting Space - \$25,000
 - Terrorism Travel Reimbursement - \$25,000
 - Workplace Violence Counseling - \$25,000
6. Acceptance of this quote confirms your desire to obtain liability insurance through the Sports, Leisure and Entertainment Risk Purchasing Group. K&K deserves the right to decline any request for coverage.
7. Coverage is contingent upon receipt of premium payment. No coverage will be deemed in effect until premium is received by the company or their representative.

Additional Certificate Request

Do you need to request any additional Certificate(s) of Insurance to present to a third party? Yes

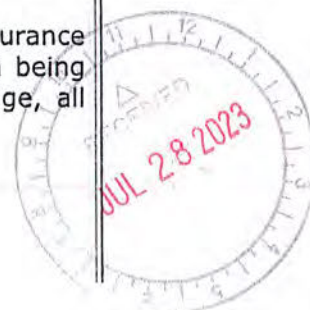
Entity name: ATHENS, R.E., LTD, JOSEPH NUMAN, JUDY NUMAN, SE PROPERTIES, INC.
 Mailing address: P.O. BOX 1387
 City: FAYETTEVILLE State: Georgia Zip: 30214
 Relationship: Owner, manager or lessor of the premises where the event takes place
 Walk Run Event: MEGA PLEX , 5495 OLD NATIONAL HIGHWAY, COLLEGE PARK , Georgia, 30349

Entity name: CITY OF SOUTH FULTON
 Mailing address: 5536 OLD NATIONAL HWY.
 City: COLLEGE PARK State: Georgia Zip: 30349
 Relationship: Owner, manager or lessor of the premises where the event takes place
 Walk Run Event: MEGA PLEX , 5495 OLD NATIONAL HIGHWAY, COLLEGE PARK , Georgia, 30349

Agent Warranty Disclosure

I understand that the insurance company, in determining whether to provide insurance coverage, will rely on the information contained in this form and all other information being submitted. I hereby warrant, represent and confirm that, to the best of my knowledge, all information provided is complete, true and correct.

☒ **I accept, on behalf of the Insured**



I am aware that the insurance company expects accurate reporting for my premium calculation, and should my figures exceed my estimates during the coverage term I will make arrangements to pay the additional premium. I understand that my book and records may be examined or audited by the insurance company at any time during the coverage period and up to three years thereafter. Intentional misrepresentation or misreporting may jeopardize coverage. K&K reserves the right to decline/void any ineligible coverage.

☒ **I accept, on behalf of the Insured**

I further acknowledge that, I have reviewed all information provided with this enrollment form and understand the exclusions which apply, as well as the activities and operations for which coverage is not provided. The information I provided on this enrollment form becomes a part of the insurance contract.

☒ **I accept, on behalf of the Insured**

I represent and warrant as an insurance producer that I currently maintain, and will maintain, all individual, corporate or agency licenses or permits required in order to conduct insurance business in the state coverage for this insured is being written. I further represent and warrant that I currently maintain, and will maintain, errors and omissions insurance with a minimum limit of \$1,000,000 for myself, my officers, and employees. If requested by K&K, I will provide K&K with reasonably satisfactory evidence of all of the above mentioned items.

☒ **I accept**

Name of the person completing this form:

First name: **J.T.**

Last name: **FRANKS**

Premium Summary

Commercial General Liability:	\$300.00
Sexual Abuse/Sexual Molestation:	Not Covered
Ancillary Activities/Events Liability:	Not Covered
Total Commercial General Liability:	\$300.00
Total Premium:	\$300.00
RPG Administration Fee	\$15.00

Total Amount Due

\$315.00

*** Premium subject to change if not completing purchase same day as quoting ***

This summary is not a contract of insurance. You must refer to the actual policy for complete information regarding coverage terms, conditions and exclusions, as they may change from one coverage period to the next. Please remember that you will receive evidence of coverage immediately if purchased online. You may request a copy of the full policy by submitting a written request.

Acceptance of this quote confirms your desire to obtain liability insurance through the Sports, Leisure and Entertainment Risk Purchasing Group (where applicable). An RPG provides group purchasing power for similar risks resulting in potential advantageous coverage terms, competitive rates, risk management bulletins, and rewards for favorable group loss experience. An RPG administration fee may be charged.

Fair Credit Report Act Notice

Personal information about you, including information from a credit or other investigative report, may be collected from persons other than you in connection with this application for insurance and subsequent amendments and renewals. Such information as well as other personal and privileged information collected by us or our agents may in certain circumstances be disclosed to third parties without your authorization. Credit scoring information may be used to help determine either your eligibility for insurance or the premium you will be charged. We may use a third party in connection with the development of your score. You have the right to review your personal information in our files and can request correction of any inaccuracies. A more detailed description of your rights and our



practices regarding such information is available upon request. Contact your agent or broker for instructions on how to submit a request to us.

Fraud Warning

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME only.

Applicable in MN: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

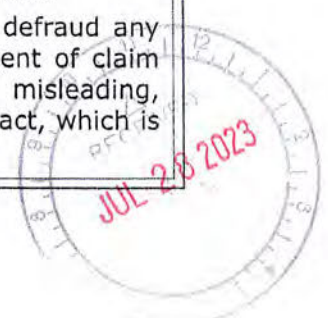
Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in VT: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Applicable in all other states: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Making Your Payment: Please check payment option





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Event Insurance

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Phone 1-800-426-2889
Fax 1-260-459-5105
Claims 1-800-237-2917

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Select a Category

Transaction Information

Insured Name	COMMUNITY 5K WALK/RUN		
Policy Type	Walk/Run Events	Date Purchased	9/ PM
Effective Date	9/17/2022 12:01 AM	Expiration Date	9/ 12

Purchase Summary

Total Payment	\$315.00		
Payment Method	CREDIT CARD	Payment Reference	B

Coverages Purchased

[Request Additional Certificate](#)

Purchase Details

[Policy Summary](#)

Walk/Run Event Certificate #6BRPG0000007787200

[Evidence of coverage certificate for COMMUNITY 5K WALK/RUN](#)

[Additional Insured-CertHolder ATHENS, R.E., LTD, JOSEPH NUMAN, JUDY NUMAN, SE PROPERTIES, INC.](#)

[Additional Insured-CertHolder City of South Fulton](#)

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Need Assistance, Please Call 1-800-328-2317

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operating in CA, NY and MI as K&K Insurance Agency (CA License #0334819)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		CONTACT NAME: Mass Merchandising Underwriting PHONE (A/C, No, Ext): 800-426-2889 FAX (A/C, No): 260-459-5105 E-MAIL ADDRESS: info@sportsinsurance-kk.com PRODUCER CUSTOMER ID:	
INSURED OLD NATIONAL MERCHANTS ASSOCIATION, INC. DBA: COMMUNITY 5K WALK/RUN 5536 OLD NATIONAL HIGHWAY, SUITE 300 COLLEGE PARK, GA 30349 A Member of the Sports, Leisure & Entertainment RPG		INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company NAIC # 23787 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W02498663 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		6BRPG0000007893700	09/16/2023 12:01 AM EDT	09/17/2023 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPI/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS \$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER ☐ STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007893700	09/16/2023 12:01 AM EDT	09/17/2023 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Event Name: COMMUNITY 5K WALK/RUN Type of Event: Walk and Run Distance:5K

Event Date (including ancillary events and set-up/tear-down): 9/16/2023 to 9/16/2023 Number of Participants: 200 Event Location: MEGA PLEX , 5495 OLD NATIONAL HIGHWAY, COLLEGE PARK

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER CITY OF SOUTH FULTON 5536 OLD NATIONAL HWY. COLLEGE PARK, GA 30349 (Owner/Lessor of Premises)	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
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Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s) CITY OF SOUTH FULTON 5536 OLD NATIONAL HWY. COLLEGE PARK, GA 30349
Named Insured: OLD NATIONAL MERCHANTS ASSOCIATION, INC. DBA: COMMUNITY 5K WALK/RUN
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting PHONE (A/C, No, Ext): 800-426-2889 FAX (A/C, No): 260-459-5105 E-MAIL ADDRESS: info@sportsinsurance-kk.com PRODUCER CUSTOMER ID:																					
INSURED OLD NATIONAL MERCHANTS ASSOCIATION, INC. DBA: COMMUNITY 5K WALK/RUN 5536 OLD NATIONAL HIGHWAY, SUITE 300 COLLEGE PARK, GA 30349 A Member of the Sports, Leisure & Entertainment RPG	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Nationwide Mutual Insurance Company</td><td>23787</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nationwide Mutual Insurance Company	23787	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W02498663

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		6BRPG0000007893700	09/16/2023 12:01 AM EDT	09/17/2023 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMPI/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NOT PROVIDED WHILE IN HAWAII ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007893700	09/16/2023 12:01 AM EDT	09/17/2023 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

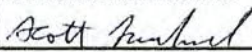
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Event Name: COMMUNITY 5K WALK/RUN Type of Event: Walk and Run Distance:5K

Event Date (including ancillary events and set-up/tear-down): 9/16/2023 to 9/16/2023 Number of Participants: 200 Event Location: MEGA PLEX , 5495 OLD NATIONAL HIGHWAY, COLLEGE PARK

The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER CITY OF SOUTH FULTON 5536 OLD NATIONAL HWY. COLLEGE PARK, GA 30349 (Owner/Lessor of Premises)	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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s)**CITY OF SOUTH FULTON
5536 OLD NATIONAL HWY.
COLLEGE PARK, GA 30349Named Insured: OLD NATIONAL MERCHANTS ASSOCIATION, INC.
DBA: COMMUNITY 5K WALK/RUN

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting PHONE (A/C, No, Ext): 800-426-2889 FAX (A/C, No): 260-459-5105 E-MAIL: info@sportsinsurance-kk.com ADDRESS: PRODUCER CUSTOMER ID:														
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COVERAGES

CERTIFICATE NUMBER: W02498661

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	X		6BRPG000007893700	09/16/2023 12:01 AM EDT	09/17/2023 12:01 AM	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea Occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$5,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$1,000,000</td></tr><tr><td>PROFESSIONAL LIABILITY</td><td></td></tr><tr><td>LEGAL LIAB TO PARTICIPANTS</td><td>\$1,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$5,000,000	PRODUCTS - COMP/OP AGG	\$1,000,000	PROFESSIONAL LIABILITY		LEGAL LIAB TO PARTICIPANTS	\$1,000,000
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COMBINED SINGLE LIMIT (Ea accident)																							
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	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						<table><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE													
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	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<table><tr><td>☐ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td></tr></table>	☐ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT		E.L. DISEASE - EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT									
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A	☐ MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG000007893700	09/16/2023 12:01 AM EDT	09/17/2023 12:01 AM	<table><tr><td>PRIMARY MEDICAL</td><td></td></tr><tr><td>EXCESS MEDICAL</td><td>\$25,000</td></tr></table>	PRIMARY MEDICAL		EXCESS MEDICAL	\$25,000												
PRIMARY MEDICAL																							
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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Event Name: COMMUNITY 5K WALK/RUN Type of Event: Walk and Run Distance:5K

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CERTIFICATE HOLDER ATHENS, R.E., LTD, JOSEPH NUMAN, JUDY NUMAN, SE PROPERTIES, INC. P.O. BOX 1387 FAYETTEVILLE, GA 30214 (Owner/Lessor of Premises)	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 <i>Scott Finkbeiner</i>
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** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) ATHENS, R.E., LTD, JOSEPH NUMAN, JUDY NUMAN, SE PROPERTIES, INC. P.O. BOX 1387 FAYETTEVILLE, GA 30214	
Named Insured:	OLD NATIONAL MERCHANTS ASSOCIATION, INC. DBA: COMMUNITY 5K WALK/RUN
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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		NAIC # 23787	

COVERAGES

CERTIFICATE NUMBER: W02516001

REVISION NUMBER:

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A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		6BRPG0000007893700	09/16/2023 12:01 AM EDT	09/17/2023 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007893700	09/16/2023 12:01 AM EDT	09/17/2023 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

City of South Fulton
5440 Fulton Industrial Blvd.
South Fulton, GA 30336
(Co-promoter)

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

Scott Michael

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POLICY NUMBER: 6BRPG0000007893700

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of South Fulton 5440 Fulton Industrial Blvd. South Fulton, GA 30336
Named Insured: OLD NATIONAL MERCHANTS ASSOCIATION, INC. DBA: COMMUNITY 5K WALK/RUN
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whichever is less.

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FILE COPY



SPECIAL EVENT APPLICATION



APPLICANT'S CHECKLIST

All applications must be complete and signed by applicant.
Applications are due at least thirty (30) working days in
advance - \$75 application fee.

APPLICANT'S INFORMATION

Name: Emmanuel Ramey E-mail: [REDACTED]

Address: [REDACTED]

Phone#/Fax: [REDACTED]

24-Hour Emergency: [REDACTED]

ORGANIZATION INFORMATION

Organization Name: Old National Merchants Association

Address: P.O. Box 490994 College Park, GA 30349

Person(s) Responsible: Emmanuel Ramey

Address: [REDACTED]

Phone#/Fax: [REDACTED]

EVENT DETAILS

Beginning Date: 9-16-2023 (Sat.) Ending Date: 9-16-23 (Sat.)

Start Time(s): 7:00 A.M. End Time(s): 12:00 P.M.

Exact Location: 5495 Old National Highway
College Park, GA 30349
City of South Fulton

Start & Finish same location!

Is the event's location owned by the applicant? ☐ Yes ☒ No

If no, please attached property owner's authorization to hold event on their property.

Description of
Activities to occur:

5K Walk/Run

Participants expected:

150

Purpose of Event:

To have positive community activity
Raise funds for scholarship program

Will any public facilities or equipment be requested? ☐ No ☒ Yes If yes, please describe below:

Stage

Will this event involve the usage of any Georgia Department of Transportation roads/highways?
☐ No ☒ Yes If yes, please describe below and attach authorizations:

See Attached Approval letter from GDOT!

Does the Fulton County Health Department possess jurisdiction over the event? ☒ No ☐ Yes If yes, please describe below and attach authorizations:

Will any tents be erected in association with this special event? ☒ No ☐ Yes If yes, include a Tent application with your submittal.

Will any temporary signage be used in association with this special event? ☐ No ☒ Yes If yes, include a sign permit application with your submittal.

Will alcohol be served? ☒ No ☐ Yes If yes, please specify the name of the business with the Alcoholic Beverage License that will serve alcoholic beverages at your event. An additional fee of \$50 will be required if alcohol will be served or sold.

Name of Business
serving alcoholic
beverages:

Issuing
Authority and
License #:

Will this event include a Parade? ☒ No ☐ Yes

If yes, answer the following:

Staging Area Location:

Arrival Time at
Staging Area:

Parade Start
Time:

Map of exact route of parade including starting and termination points is attached. ☐ No ☐ Yes



PROPERTY OWNER'S AUTHORIZATION

Original signatures required here.

The Undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Owner Josh Boone

Telephone Number [REDACTED]

Address of Subject Property 3491 Old National Hwy
Atlanta, GA 30348

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Fulton County, Georgia and I provide authorization for the applicant to use my property as mentioned herein.

Signature of Owner

Personally appeared before me:

who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Ulysses Cain
Notary Public

Ulysses Cain
NOTARY PUBLIC

My Commission Expires 09/08/2023

7-17-23

Date

(Affix Raised Seal Here)



SPECIAL EVENT PERMIT CONDITIONS

As a condition to the issuance of a Special Event Permit, the licensee shall indemnify and hold the City harmless from claims, demand or cause of action which may arise from activities associated with this applicable special event.

I, Lamar R. Old Nelson Applicant, do solemnly swear subject to criminal penalties for false swearing, that the statement and answers made by me to the foregoing questions in this application for a City of South Fulton Special Event Permit, are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license.

[Signature]
Applicant Signature

7/15/2022
Date

[Signature]
Notary

Ulysses Cain
NOTARY PUBLIC
Commission Expires
DeKalb County, GEORGIA
My Commission Expires 09/08/2023

CLASS OF EVENT

- ☐ Co-sponsored event with the City
- ☐ Fundraising for charitable events
- ☒ Special event (primarily)
- ☒ Special event with road closure
- ☐ Special event with tent – square footage of tent _____
- ☐ Special event with temporary signage
- ☐ Special event with alcohol served

Date: _____	Permit#: _____	Permit Fee Due: _____
-------------	----------------	-----------------------

APPLICATION FOR PERMIT APPROVED BY (WHERE APPLICABLE):

COMMUNITY DEVELOPMENT SERVICES DIRECTOR

POLICE CHIEF

FIRE CHIEF

PUBLIC WORKS DIRECTOR

CITY MANAGER



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

May 18, 2023

Old National Merchants Association
5536 Old National Highway
College park, GA 30349
Attn: Kevin Smith, Vice President

Dear Mr. Smith:

The Georgia Department of Transportation (GDOT) is in receipt of your request to utilize a portion of State Route (SR) 279 (Old National Highway) to hold the "2017 Old National Merchants Association's 5K Run/Walk" to benefit the Old National Merchants Association's Scholarship Program. This event is scheduled for Saturday, September 16, 2023 from 8:00 a.m. to 10:00 a.m.

Approximately two-thirds of a mile of SR 279 (Old National Highway) will be utilized for this event. The 5K will begin at the Grown Folks Café, located at 5495 Old National Highway. Participants will proceed southbound on SR 279 (Old National Highway), using the southbound curb lane and sidewalk with police escorts. The route will continue to Burdett Road where runners and walkers will turn right onto Burdett Road and travel for about 1 mile, then turn right onto Burdette Way, then left onto The Meadows Way, right on Old Bill Cook Road, then right onto Jerome Road and then left into the back parking lot of the Grown Folks Café where the 5K Run/Walk will end.

GDOT understands that the Old National Merchants Association will use local police officers to manage all traffic control, including police escorts and rolling lane closures.

This letter serves as approval for the use of the aforementioned portion of SR 279 (Old National Highway) for this event. The use of the state route shall require adherence to the Georgia Department of Transportation's current specifications and the 2009 edition of the "Manual on Uniform Traffic Control Devices" for traffic control. GDOT also recommends that the Old National Merchants Association contacts all appropriate local media, residents, businesses and transit authorities to publicize the date and time of the 5K in an effort to advise motorists of changes in traffic patterns. It is also a requirement that local law enforcement be utilized to handle all traffic control along the state route.

By acceptance of this letter as an approval for the use of the state route indicated, the Old National Merchants Association, and all supporters of the 5K Run/Walk agree to indemnify and hold harmless the Georgia Department of Transportation, its agents, officers, and employees from any and all lawsuits or claims brought about due to delays, damages, or injuries received by any person, business or property during the time period for which the event is encompassed. Further, the execution of the event and entry onto the Georgia Department of Transportation's Right-of-Way will thereby constitute acceptance of the aforementioned terms and conditions as set forth in this document.

If I can be of further assistance, please feel free to contact me at the Georgia Department of Transportation's District Seven office at 5025 New Peachtree Road, N.E., Chamblee, Georgia, 30341 or by telephone at (770) 216-3948.

Sincerely,

Megan Wilson, P.E.

District Traffic Engineer

MW:rm



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

cc: Rubin McCullors, Area 3 Manager
Melodii Peoples, D7 Communications Officer
Chadrick Hendon, TMC
Oprah Clark, Oversized Permits Unit
Brandon Clayton, D7 Maintenance Manager



Old National Merchants Association | Promoting Growth & Economic Vitality

Traffic Control Plan for 5K Run/Walk Event
Saturday, September 16, 2023

We will be utilizing 4 separate police units from the City of South Fulton to patrol the entire event from the start line at 8am to the finish line at 11am. The police units will be posted and driving along the course as indicated on the course map which is submitted.

Should you have any questions, please contact me at [REDACTED]

Respectfully,

Emmanuel Rainey

Directions: Please fill out this form and email it to TMC-TrafficInterruptionReports@dot.ga.gov

New Traffic Interruption Request Form

Planned Location					
Primary Road: (SR or Interstate Number. If Arterial give name of street)		Old National Hwy			
Cross Street	Beginning:	Old National Hwy	Ending:	Jerome Rd	
Mile Post	Beginning:	N/A	Ending:	N/A	
Direction	South	County	Beginning:	Fulton	Ending:
Fulton					
Scheduled Time					
When	START DATE:	9/16/2023 Saturday		END DATE:	9/16/2023
Military Time	START TIME: (HHMM)	Choose a time 0800		END TIME: (HHMM)	Choose a time 1200
Which day(s) will you be working?		M T W T F S S ☐ ☐ ☐ ☐ ☐ ☒ ☒			
Closure Information					
Type of Schedule	Choose a type of schedule			Choose a subtype.	
Number of Lanes Closed:	Choose an item.	Right Lanes ☒	Left Lanes ☐	Center Lanes ☐	Total Lanes ☒
Shoulder Closed?	Right Shoulder ☒		Left Shoulder ☐	Major Congestion? ☐	
Exit Ramp Affected?	N/A		Entrance Ramp Affected?		
Additional Lane Information:					
Purpose of Closure: 5k Walk/Run					
How will Traffic be Affected? (Detour, Lane Shift, Flagging Operation, etc.) Police escort					
Oversize Load Restrictions: ☐		Horizontal Clearance less than 14' ☐		Vertical Clearance less than 14'6" ☐	
GDOT Contact Information					
GDOT Contact 1: (Name and Title)	Ronda Martin, Program Associate	Email:	Romartin@dot.ga.gov	Phone: xxx-xxx-xxxx	
GDOT Contact 2: (Name and Title)	Megan Wilson PE	Email:		Phone: xxx-xxx-xxxx	
Contractor Contact Information					
Contractor Company Name:					
Contractor Contact 1:	Old National Merchants Association			Phone: xxx-xxx-xxxx	
Contractor Contact 2:	Phyllis Minter			Phone: xxx-xxx-xxxx	
Project/Permit Number:					
TMC Use Only					
Navigator TIR Number:		District #:		Operator ID:	
Followed Procedure/E-mailed ☐		Email Timestamp (MM/DD/YY HHMM)			

**GEORGIA DEPARTMENT OF TRANSPORTATION
STATE ROUTE UTILIZATION REQUEST FORM**

Please provide the following information below for your request to utilize a GDOT State Route.

*An advance notice of 2 weeks is required.

1. Name of company responsible for this event: Old National Merchants Association
2. Company address: 5536 Old National Hwy, College Park, GA 30349
3. Contact name and telephone number of the responsible party: Emmanuel Rainey
404-246-9159
4. Reason for lane closure: (example: use of a crane, use of sidewalk, event, etc.)
Runners & walkers participating in the 5K Run/Walk Event
5. A brief synopsis of what is to occur at the location: (ex: Homecoming parade/Lane Closure, race)
Awarde Ceremony
6. Name of state route(s) to be utilized: Old National Highway
7. Number of lanes to be closed and the direction(s) of travel (N, S, E, W) 1 Lane West
8. Section of state route to be utilized: (ex: 50' of the State Route 3 (Peters St.) from A St. to B St.)
Jerome Road to Budett Road
9. Duration of time the lane(s) will be utilized: (ex: 9am-3pm) 8:00am - 8:40am
10. Date of event /lane use: Saturday, September 16
11. Name of City and County in which event will be held: City of South Fulton
12. Name of City or County contact and telephone number: Wyden Budram
404-274-2749
13. Responsible Party for Traffic Control? City of South Fulton Police
14. *Attach a written description of your Traffic Control Plan (ex: use of police officers, cones, signs, display of message boards, Intermittent Traffic Control, traffic pacing, full closure, etc.)
(TCP "Must" be submitted) *MANDATORY
15. * Attach a Location Map that shows police locations, cone & sign placements, message boards, etc.
(TCP "Must" be submitted) *MANDATORY

If you have any questions, please contact me at the telephone number listed below.

Ronda Martin
Program Associate
Georgia Department of Transportation
5025 New Peachtree Road
Chamblee, GA 30341
(770) 216-3948
romartin@dot.ga.gov

**Old National Merchants
Association Run/Walk 5K**
Atlanta, GA

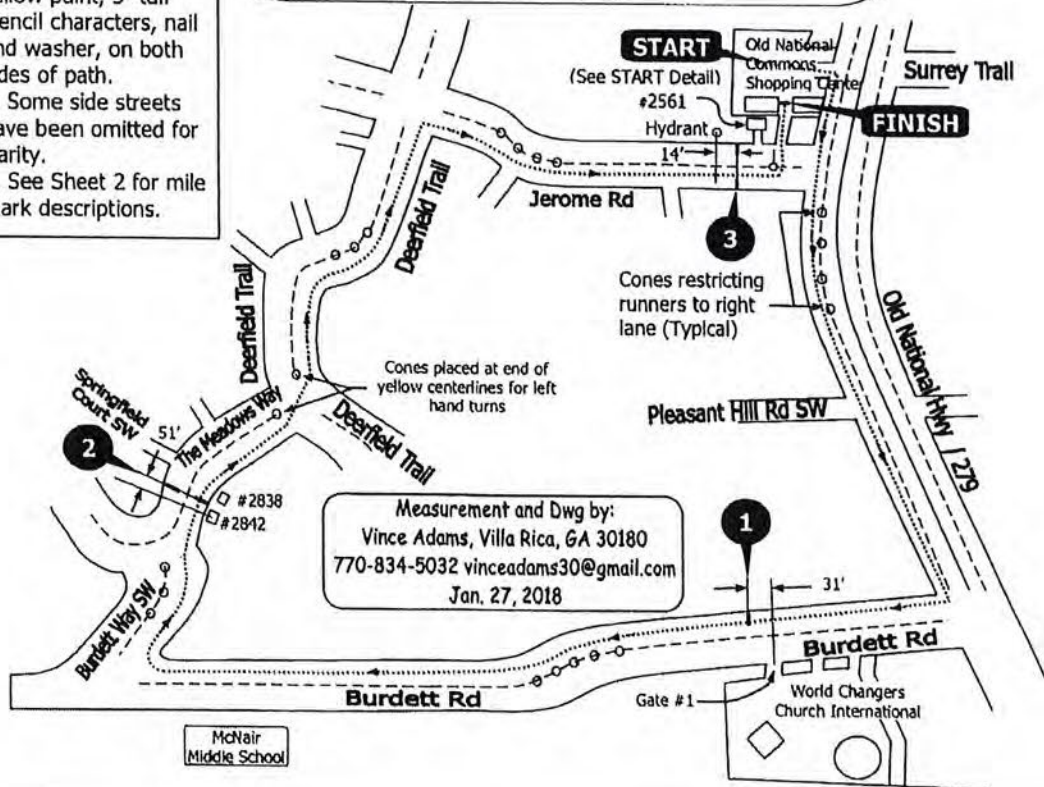
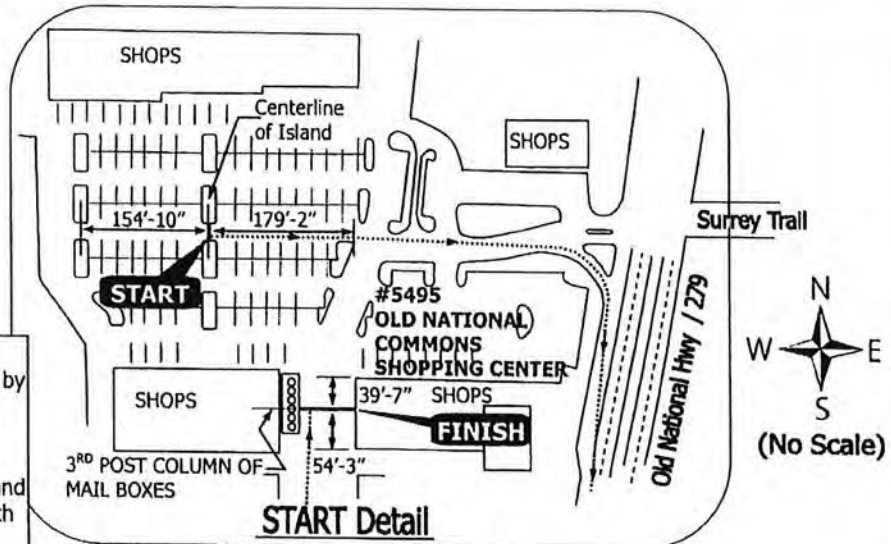
Kevin Smith, Old National Merchants Association,
P.O. Box 490994, College Park, GA 30349
(404) 642-5603 ksmith6722@aol.com



GA18001WC
Effective: Feb 5, 2018
to Dec. 31, 2028

NOTES:

1. Runners restricted by cones to right lane, except in shopping center parking lot.
2. Mile marks, Start and Finish are marked with yellow paint, 3" tall stencil characters, nail and washer, on both sides of path.
3. Some side streets have been omitted for clarity.
4. See Sheet 2 for mile mark descriptions.



**Old National Merchants
Association Run/Walk 5K
Atlanta, GA**

GA18001WC



Effective: Feb. 2, 2018
to Dec. 31, 2028

SHEET 2 of 2

Course Description

Start Line: In the Old National Commons Shopping Center parking lot, at 5495 Old National Hwy / 279, Atlanta, GA. 179'-2" W of Centerline of Island. 154'-10" E of centerline of far west island.

Mile 1: On Burdett Rd. 31' W of centerline of Gate 1 at World Changers Church International.

Mile 2: On The Meadows Way. 51' NE of centerline of driveway to house #2842. (Ref. South of house #2838.)

Mile 3: On Jerome Rd. 14' E of Hydrant. (Ref. West of #2561.)

5km Finish: In the Old National Commons Shopping Center parking lot, at 5495 Old National Hwy / 279, Atlanta, GA. 54'-3" N of corner of building. 39'-7" S of other corner of building. (Ref. Aligned with 3rd post column of Mail boxes.)

Latrisa Mosley

From: Tamika Pritchett
Sent: Friday, July 21, 2023 4:25 PM
To: Latrisa Mosley; Donna Dinger; Jim Martinez; Akeenan Bridges
Cc: Reginald McClendon; Brian Morris; Corey A. Reeves; Terrence Gibbons; Hattie Cotton-Tukes
Subject: Re: IN-PROGRESS: IONMA 5 K Walk/Run SEPTEMBER 16 2023

Police approves.

Get [Outlook for iOS](#)

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Friday, July 21, 2023 3:41:23 PM
To: Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>; Donna Dinger <donna.dinger@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>; Akeenan Bridges <akeenan.bridges@cityofsouthfultonga.gov>
Cc: Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Brian Morris <brian.morris@cityofsouthfultonga.gov>; Corey A. Reeves <corey.reeves@cityofsouthfultonga.gov>; Terrence Gibbons <terrence.gibbons@cityofsouthfultonga.gov>; Hattie Cotton-Tukes <Hattie.Cotton-Tukes@cityofsouthfultonga.gov>
Subject: IN-PROGRESS: IONMA 5 K Walk/Run SEPTEMBER 16 2023

Happy Friday -

I hope this correspondence finds each of you well and staying safe.

Please see the attached special event application/ request for **"The Annual ONMA 5K WALK RUN"** - start & finish 5495 Old National Hwy, 30349.

The event is scheduled - **Saturday, September 16, 2023 (7 a.m. – 12 p.m.)**; and requires a review/ approval from your respective division (Public Works/ PD/ Fire/ Planning); therefore, your response is requested and appreciated.

Please advise if anything further/ additional information is needed to assist with this task.

Have a Terrific evening and stay safe !!!

Respectfully -



Latrisa Mosley | Development Service Mgr., Community Development & Regulatory Affairs

City of South Fulton | 5440 Fulton Industrial Blvd. SW, South Fulton, GA 30336

Latrisa Mosley

From: Donna Dingler
Sent: Monday, July 24, 2023 8:30 AM
To: Tamika Pritchett; Latrisa Mosley; Jim Martinez; Akeenan Bridges
Cc: Reginald McClendon; Brian Morris; Corey A. Reeves; Terrence Gibbons; Hattie Cotton-Tukes
Subject: RE: IN-PROGRESS: IONMA 5 K Walk/Run SEPTEMBER 16 2023

They will need water stations, and personnel to attend to first aid and dialing 911 if there is an emergency. Fire Approves thee request.

From: Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>
Sent: Friday, July 21, 2023 4:25 PM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>; Donna Dingler <donna.dingler@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>; Akeenan Bridges <akeenan.bridges@cityofsouthfultonga.gov>
Cc: Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Brian Morris <brian.morris@cityofsouthfultonga.gov>; Corey A. Reeves <corey.reeves@cityofsouthfultonga.gov>; Terrence Gibbons <terrence.gibbons@cityofsouthfultonga.gov>; Hattie Cotton-Tukes <Hattie.Cotton-Tukes@cityofsouthfultonga.gov>
Subject: Re: IN-PROGRESS: IONMA 5 K Walk/Run SEPTEMBER 16 2023

Police approves.

Get [Outlook for iOS](#)

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Friday, July 21, 2023 3:41:23 PM
To: Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>; Donna Dingler <donna.dingler@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>; Akeenan Bridges <akeenan.bridges@cityofsouthfultonga.gov>
Cc: Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Brian Morris <brian.morris@cityofsouthfultonga.gov>; Corey A. Reeves <corey.reeves@cityofsouthfultonga.gov>; Terrence Gibbons <terrence.gibbons@cityofsouthfultonga.gov>; Hattie Cotton-Tukes <Hattie.Cotton-Tukes@cityofsouthfultonga.gov>
Subject: IN-PROGRESS: IONMA 5 K Walk/Run SEPTEMBER 16 2023

Happy Friday -

I hope this correspondence finds each of you well and staying safe.

Please see the attached special event application/ request for **"The Annual ONMA 5K WALK RUN"** - start & finish 5495 Old National Hwy, 30349.

The event is scheduled – **Saturday, September 16, 2023 (7 a.m. – 12 p.m.)**; and requires a review/ approval from your respective division (Public Works/ PD/ Fire/ Planning); therefore, your response is requested and appreciated.

Please advise if anything further/ additional information is needed to assist with this task.

Latrisa Mosley

From: Nadia Campbell
Sent: Tuesday, August 15, 2023 9:34 AM
To: Latrisa Mosley
Subject: "signed - ONMA 5K APPLICATION 09.16.2023.pdf" was shared with you

I approve this event. The PDF is signed.

Nadia Campbell shared "signed - ONMA 5K APPLICATION 09.16.2023.pdf" with you. Add your comments and collaborate with others in real time.

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Facrobat.adobe.com%2Flink%2Fpreview%3Furi%3Durn%3Aaaid%3Aascds%3AUS%3A1c4e0651-342f-3e5f-a66f-40fb2b112d40&data=05%7C01%7CLatrisa.mosley%40cityofsouthfultonga.gov%7C8bb58a55c256421b430d08db9d9455e8%7CE0f3e0436e7c4572aff6030339aec112%7C0%7C0%7C638277032636684514%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=AXxe%2BnsPHgkT2rRpQc%2B4vSYEu1T5cmQMZJH7bIHd7g%3D&reserved=0>

Sent with Adobe cloud storage. You don't need to download Acrobat or sign up to access the file.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
DIVINE 9 5K APPLICATION 09.02.2023 COUNCIL PACKET_Redacted	Cover Memo	8/19/2023

City of South Fulton Agenda Item Summary



City Council Meeting Date 8/22/2023		
Requesting Department Community Development and Regulatory Affairs		Council District(s) Affected 2
Requested Action Council to confirm a special event for "The 8TH Annual DIVINE NINE (NPKC) 5K " - start & finish WOLF CREEK - Saturday, September 02, 2023 (5 a.m. – 12 p.m.);		
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 304.01 of the City's Municipal Codes calls for the City Council to approve all indoor and outdoor special events.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Staff has reviewed and determined that this event, as proposed, meets or exceeds the minimum requirements within the City's Municipal Code.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval _____ _____		Finance Director Approval _____
Assistant City Manager Approval _____	City Attorney Approval _____	City Manager Approval _____



APPLICANT'S CHECKLIST

All applications must be complete and signed by applicant.
Applications are due at least thirty (60) working days
in advance - \$75 application fee.

If the event includes the usage of City Parks, please contact the City's Parks and Recreation Department at (470) 809-7275 or <https://www.cityofsouthfultonga.gov/2492/Parks-and-Facilities-Directory> prior to completing this application.

APPLICANT'S INFORMATION

Name: Buster Meadows E-mail: [REDACTED]
Address: [REDACTED]
Phone#/Fax#: [REDACTED]
24-Hour Emergency: [REDACTED]

ORGANIZATION INFORMATION

Organization Name: NPHC of Greater Atlanta
Address: P.O. Box 42103 / Atlanta, GA 30311
Person(s) Responsible: Buster Meadows
Address: [REDACTED]

Phone#/Fax#: [REDACTED]

EVENT DETAILS

Beginning Date: September 2, 2023 Ending Date: September 2, 2023
Start Time(s): 5:00am End Time(s): 12pm
Exact Location: Wolf Creek Amphitheater | 3025 Merk Rd, SW / Atlanta, Ga 30349

Is the event's location owned by the applicant? ☐ Yes ☒ No
If no, please attached property owner's authorization to hold event on their property.





APPLICANT'S CHECKLIST

All applications must be complete and signed by applicant.
Applications are due at least thirty (60) working days
in advance - \$75 application fee.

If the event includes the usage of City Parks, please contact the City's Parks and Recreation Department at (470) 809-7275 or <https://www.cityofsouthfultonga.gov/2492/Parks-and-Facilities-Directory> prior to completing this application.

APPLICANT'S INFORMATION

Name: Grooms, Jamal/ Meadows, Buster E-mail: [REDACTED]

Address: [REDACTED]

Phone#/Fax#: [REDACTED]

24-Hour Emergency Contact Number: _____

ORGANIZATION INFORMATION

Organization Name: GREATER ATLANTA CHAPTER - NATIONAL PAN HELLENIC COUNCIL

Address: P O BOX 42103, ATLANTA, GA 30311

Person(s) Responsible: BUSTER MEADOWS (primary) JAMAL GROOMS (alternate)

Address: [REDACTED]

Phone#/Fax#: _____

EVENT DETAILS

Beginning Date: June 10, 2023 Ending Date: June 10, 2023

Start Time(s): 5:00 am End Time(s): 1:00 pm.

Exact Location: Wolf Creek Amphitheater

Is the event's location owned by the applicant? ☐ Yes ☒ No

If no, please attached property owner's authorization to hold event on their property.

Description of
Activities to occur: Annual 5K/ 9K Walk/ Race

Participants expected: 1000

Purpose of Event: Divine 9 (National Pan Hellenic Council) Annual 5K/ 9K Walk/ Race

Will any public facilities or equipment be requested? ☐ No ☒ Yes If yes, please describe below:
10 tables & 20 chairs

Will this event involve the usage of any Georgia Department of Transportation roads/highways?
☐ No ☐ Yes If yes, please describe below and attach authorizations:

Does the Fulton County Health Department possess jurisdiction over the event? ☐ No ☐ Yes If yes, please
describe below and attach authorizations:

Will any tents be erected in association with this special event? ☐ No ☐ Yes If yes, include a Tent
application with your submittal.

Will any temporary signage be used in association with this special event? ☐ No ☒ Yes If yes,
include a sign permit application with your submittal.

Will alcohol be served? ☒ No ☐ Yes If yes, please specify the name of the business with the Alcoholic
Beverage License that will serve alcoholic beverages at your event. An additional fee of \$50 will be required if
alcohol will be served or sold.

Name of Business
serving alcoholic
beverages: _____ Issuing
Authority and
License #: _____

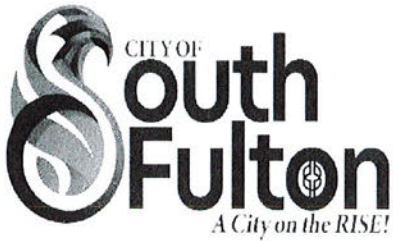
Will this event include a Parade? ☐ No ☐ Yes If yes, answer the following:

Staging Area Location: _____

Arrival Time at
Staging Area: _____ Parade Start
Time: _____

Map of exact route of parade including starting and termination points is attached. ☐ No ☐ Yes

At the city's request, the applicant may be required to obtain and present evidence of a surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 personal injury per occurrence and \$500,000.00 property damage per occurrence against all claims arising from permits issued pursuant to this chapter. If the event poses higher risks than covered by such insurance, the applicant shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.



PROPERTY OWNER'S AUTHORIZATION

Original signatures required here.

The Undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Owner c/o: City of South Fulton

Telephone Number _____

Address of Subject Property 3025 Merk Rd, South Fulton 30349

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Fulton County, Georgia and I provide authorization for the applicant to use my property as mentioned herein.

Signature of Owner

Personally appeared before me:

who swears the information contained
in this authorization is true and correct
to the best of his/her knowledge and
belief.

Notary Public

(Affix Raised Seal Here)

Date



SPECIAL EVENT PERMIT CONDITIONS

As a condition to the issuance of a Special Event Permit, the licensee shall indemnify and hold the City harmless from claims, demand or cause of action which may arise from activities associated with this applicable special event.

I, Buster Meadows

, Applicant, do solemnly

swear subject to criminal penalties for false swearing, that the statement and answers made by me to the foregoing questions in this application for a City of South Fulton Special Event Permit, are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license.

B Meadows
Applicant Signature

March 15, 2023
Date

[Signature]
Notary



Commission Expires

11/24/23

5 of 8

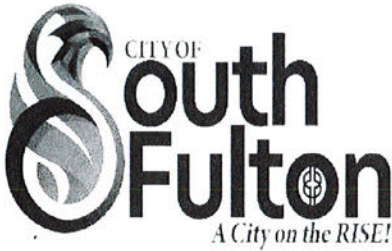
CLASS OF EVENT

- ☐ Co-sponsored event with the City
- ☐ Fundraising for charitable events
- ☐ Special event (primarily)
- ☐ Special event with road closure
- ☐ Special event with tent – square footage of tent _____
- ☐ Special event with temporary signage
- ☐ Special event with alcohol served

Date: _____

Permit#: _____

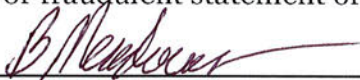
Permit Fee Due: _____



SPECIAL EVENT PERMIT CONDITIONS

As a condition to the issuance of a Special Event Permit, the licensee shall indemnify and hold the City harmless from claims, demand or cause of action which may arise from activities associated with this applicable special event.

I, Meadows, Buster OR Grooms, Jamal, Applicant, do solemnly swear subject to criminal penalties for false swearing, that the statement and answers made by me to the foregoing questions in this application for a City of South Fulton Special Event Permit, are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license.


Applicant Signature

3/24/23
Date


Notary

Jan 25, 2025
Commission Expires



CLASS OF EVENT

- ☐ Co-sponsored event with the City
- ☐ Fundraising for charitable events
- ☐ Special event (primarily)
- ☐ Special event with road closure
- ☐ Special event with tent – square footage of tent _____
- ☐ Special event with temporary signage
- ☐ Special event with alcohol served

Date: _____ Permit#: DIVINE9 Permit Fee Due: \$450.00

APPLICATION FOR PERMIT APPROVED BY (WHERE APPLICABLE):

Karla Campbell

Electronic Review Approval 08/15/2023

COMMUNITY DEVELOPMENT SERVICES DIRECTOR

Major Pritchett

Electronic Review Approval 08/14/2023

POLICE CHIEF

Fire Marshal Dingler

Electronic Review Approval 08/14/2023

FIRE CHIEF

No Response/ Comments

PUBLIC WORKS DIRECTOR

CITY MANAGER

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

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

DIVINE9/ NPHC of Greater Atl
BUSTER MEADOWS
P O BOX 42103
ATLANTA, GA 30331

INVOICE #

23006191

CUSTOMER ID: DIVINE9 PIN: 079623

INVOICE DATE: 07/24/23

DUE DATE:

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

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Divine Nine(D9) Race 9/2/2023		
1.0000	P-A1	Processing Fee	100.000000	100.00
		Divine Nine(D9) Race Event App		
1.0000	MISCADJ		250.000000	250.00
		DivineNine(D9) Race (non-prof)		
1.0000	P-A2B	ZC Review Fee - \$45	100.000000	100.00
		Divine Nine(D9) Race ZONING		
			TOTAL DUE:	\$ 450.00

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

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

DIVINE9/ NPHC of Greater Atl
BUSTER MEADOWS
P O BOX 42103
ATLANTA, GA 30331

INVOICE #: 23006191

DESCRIPTION: Divine Nine(D9) Race 9/2/2023

CUSTOMER ID: DIVINE9 PIN: 079623

DUE DATE:

TOTAL DUE: \$ 450.00





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Management Group 12730 Coldwater Road, Suite 103 Fort Wayne IN 46845		CONTACT NAME: Ashley Rayn PHONE (A/C, No, Ext): (765) 382-3034 FAX (A/C, No): (765) 382-3034 E-MAIL ADDRESS: arayn@insmgt.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Casualty Company	
		INSURER B: Nationwide Life Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2023 \$2M Events **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			KRO0000009333000	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☒ Legal Liability to						MED EXP (Any one person) \$ 5,000
	☐ Participant \$2,000,000						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 5,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ OTHER: Per Event Basis						Abuse and Molestation \$ 500,000
A	☒ AUTOMOBILE LIABILITY			KRO0000009333000	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	☐ UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Excess Medical & Accident (\$250 Deductible/Claim)			BAX0000031991400	12/31/2022	12/31/2023	Excess Medical \$10,000
							AD & Specific Loss \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2023 RRCA Event Member

Date of Events: 06/10/23

Processed by RMV

CERTIFICATE HOLDER

CANCELLATION

NPHC of Greater Atlanta PO Box 42103 Atlanta GA 30311-9002	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 Gerry R. Miller

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Latrisa Mosley

From: nphcatlpres <nphcatlpres@gmail.com>
Sent: Wednesday, March 15, 2023 4:14 PM
To: Latrisa Mosley
Cc: NPHC-Atlanta President
Subject: COSF Application addendums - NPHC
Attachments: COSF Application notarized - NPHC.pdf; Divine Nine Run 9K at Wolf Creek JPEG.jpg; Divine Nine Run 5K at Wolf Creek .pdf

Hi Mrs. Mosley,

Please find the additional documents for the NPHC D9 Race application. Included are race routes for the 5K, 9K and the notarized section of the event application for the NPHC.

Also, in prior years the NPHC has coordinated with the City of South Fulton's Police and Fire Departments to provide race route oversight / security and emergency medical support. The NPHC will work with City of South Fulton's Police and Fire Department for the 2023 race. If detailed plans are needed for the race, I will work with both departments to provide that information.

Thanks in advance,
~Buster Meadows
NPHC of Greater Atlanta
404-697-5553

USA Topo

9K does this loop behind Amphitheater
out bound after start time.
Doesn't did again

Training Center

Start
Tom Lowe Trap,
Skeet, And Sporting...

Police Unit
Requested Here

Police Unit
Requested

Turns Rt on Miles after return from U-turn
on Enon. Running in Rt WB travel lane with runners
going EB. Coned C/L

2 Mile
outbound

3 Mile after U-turn

Goes out and back on
Enon Rd in same
NB travel lane, Coned C/L

Proceed straight pass Miles Rd
U-turn at Enon Church,
Then Right on Miles

Enon Baptist Church

Union Christian Church

Butner Rd

Renaissance
Church of Christ

Wolf Cree

David L. Ha
Firing Ra

Miles Rd

Union Rd SW

Miles Rd

Miles Rd

Enon Rd

Evall-Toll Rd

Agency Oaks Clubhouse

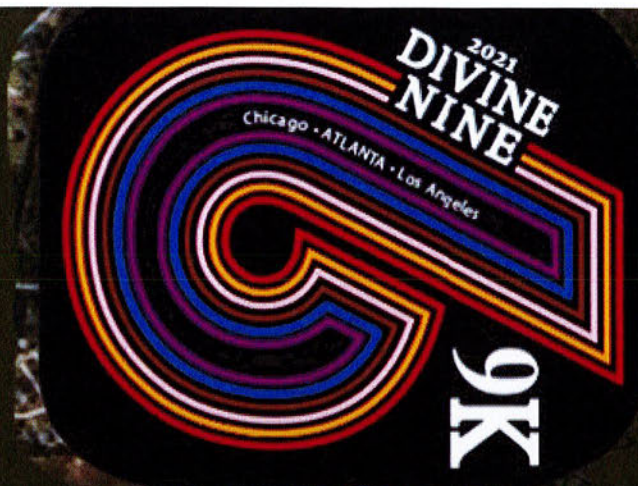
Wolf Creek Library

Turn left onto
Miles Rd.

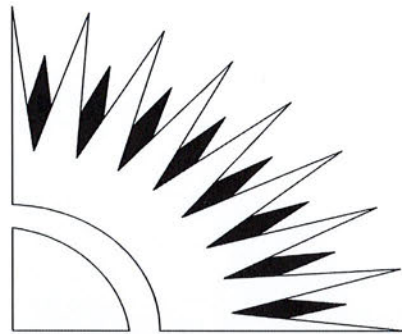
9K Runners

9K Runners





Divine Nine (D9) Run (NPHC of Greater Atlanta) Emergency Action Plan (Wolf Creek Amphitheater)



National Pan-Hellenic Council®



Atlanta
**DIVINE 5K/9K
NINE**

2023 New Race Date
SATURDAY 2ND
September 2023

Wolf Creek Amphitheater
3025 Merk Rd SW
Atlanta, GA 30349

Race Information
RACE WARM-UP 7:00 AM
RACE BEGINS 7:30 AM (9K)/ 8:00 AM (5K)
AM AFTER PARTY & AWARDS CEREMONY 9:30 AM

Registration Information
Register online at <https://bit.ly/2023D9RaceAtl>
Proceeds benefit NPHC Atlanta's community programs and scholarship fund.

WALK • JOG • RUN

Social Media:
Facebook: [nphcogreateratlanta](#)
Instagram: [@nphcofatl](#)
TikTok: [@nphcatl](#)



EMERGENCY ACTION PLAN

for

Facility Name: Wolf Creek Amphitheater

Facility Address: 3025 Merk Rd SW, Atlanta, GA 30331

DATE PREPARED: 07 / 24 / 2023



EMERGENCY PERSONNEL NAMES AND PHONE NUMBERS

DESIGNATED RESPONSIBLE OFFICIAL (Highest Ranking NPHC Officer at

Wolf Creek Amphitheater site, such as _____,

_____, or _____):

Name: Buster Meadows Phone: (



EMERGENCY COORDINATOR:

Name: Buster Meadows Phone: (

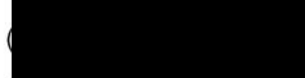


AREA/FLOOR MONITORS (If applicable):

Area/Floor: In Venue Name: Buster Meadows Phone: (



Area/Floor: Race Route Name: Richard Eskridge Phone: (



ASSISTANTS TO PHYSICALLY CHALLENGED (If applicable):

Name: (none at this time) Phone: (_____)

Name: _____ Phone: (_____)

Date 07 / 24 / 2023



EVACUATION ROUTES

- Evacuation route maps have been posted in each work area. The following information is marked on evacuation maps:
 1. Emergency exits
 2. Primary and secondary evacuation routes
 3. Locations of fire extinguishers
 4. Fire alarm pull stations' location
 - a. Assembly points
- Site personnel should know at least two evacuation routes.



EMERGENCY PHONE NUMBERS

FIRE DEPARTMENT: 911 (or onsite personnel)

PARAMEDICS: 911 (or onsite personnel)

AMBULANCE: 911

POLICE: 911 (or onsite personnel)

FEDERAL PROTECTIVE SERVICE: NA

SECURITY (If applicable): SoFu PD

BUILDING MANAGER (If applicable): SoFu Recreation Dept.



UTILITY COMPANY EMERGENCY CONTACTS

(Specify name of the company, phone number and point of contact)

ELECTRIC: Greystone Power - 770-942-6576

(or Georgia Power: 888-660-5890)

WATER: Atlanta Watershed Mgmt: 404-546-0311

GAS (if applicable): Atlanta Gas: 800-427-5463

TELEPHONE COMPANY: (various)

Date: 07 / 24 / 2023



EMERGENCY REPORTING AND EVACUATION PROCEDURES

Types of emergencies to be reported by site personnel are:

- MEDICAL
- FIRE
- SEVERE WEATHER
- BOMB THREAT
- CHEMICAL SPILL (NA – None onsite and none will be used for event)
- STRUCTURE CLIMBING/DESCENDING
- EXTENDED POWER LOSS
- OTHER (specify) Traffic or Active Shooter
(e.g., terrorist attack/hostage taking)



MEDICAL EMERGENCY

- Call medical emergency phone number (check applicable):

- ☐ Paramedics (notify onsite personnel first)
- ☐ Ambulance
- ☐ Fire Department
- ☒ Other (notify onsite volunteer for assistance)
- ☐

Provide the following information:

- a. Nature of medical emergency,
 - b. Location of the emergency (address, building, room number),
and
 - c. Your name and phone number from which you are calling.
- Do not move victim unless absolutely necessary.
 - Call the following personnel trained in CPR and First Aid to provide the required assistance prior to the arrival of the professional medical help:

Name: SoFu EMS Phone: 911 or onsite contact

Name: _____ Phone: _____

- If personnel trained in First Aid are not available, as a minimum, attempt to provide the following assistance:
 1. Stop the bleeding with firm pressure on the wounds (note: avoid contact with blood or other bodily fluids).
 2. Clear the air passages using the Heimlich Maneuver in case of choking.
- In case of rendering assistance to personnel exposed to hazardous materials, consult the Material Safety Data Sheet (MSDS) and wear the appropriate personal protective equipment. Attempt first aid ONLY if trained and qualified.

Date 07 / 24 / 2023



FIRE EMERGENCY

When fire is discovered:

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling 911
- If the fire alarm is not available, notify the site personnel about the fire emergency by the following means (check applicable):

- | | |
|--|--|
| ☐ Voice | ☐ Radio |
| ☐ Communication | ☐ Other (specify) |
| ☐ Phone Paging | Notify onsite Volunteer |
| | or call Event Lead @ |
| | 404-697-5553 |

Fight the fire ONLY if:

- The Fire Department has been notified.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.
- The fire extinguisher is in working condition and personnel are trained to use it.

Upon being notified about the fire emergency, occupants must:

- Leave the building using the designated escape routes.
- Assemble in the designated area (specify location):
- Remain outside until the competent authority (Designated Official or designee) announces that it is safe to reenter.

Designated Official, Emergency Coordinator or supervisors must (underline one):

- Disconnect utilities and equipment unless doing so jeopardizes his/her safety.
- Coordinate an orderly evacuation of personnel.
- Perform an accurate head count of personnel reported to the designated area.
- Determine a rescue method to locate missing personnel.
- Provide the Fire Department personnel with the necessary information about the facility.
- Perform assessment and coordinate weather forecast office emergency closing procedures

Area/Floor Monitors must:

- Ensure that all employees have evacuated the area/floor.
- Report any problems to the Emergency Coordinator at the assembly area.

Assistants to Physically Challenged should:

- Assist all physically challenged employees in emergency evacuation.

Date 07 / 24 / 2023



EXTENDED POWER LOSS

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and effecting sensitive equipment.
- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long term power loss.
 - Fire sprinkler system
 - Standpipes
 - Potable water lines
 - Toilets
- Add propylene-glycol to drains to prevent traps from freezing
- Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids, or provided with auxiliary heat sources.

Upon Restoration of heat and power:

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming on circuitry.
- Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on.



CHEMICAL SPILL

The following are the locations of:

Spill Containment and Security Equipment: (na)

Personal Protective Equipment (PPE):

MSDS: (contact onsite paramedics / Fire Dept. personnel)

When a Large Chemical Spill has occurred:

- Immediately notify the designated official and Emergency Coordinator.
- Contain the spill with available equipment (e.g., pads, booms, absorbent powder, etc.).
- Secure the area and alert other site personnel.
- Do not attempt to clean the spill unless trained to do so.
- Attend to injured personnel and call the medical emergency number, if required.
- Call a local spill cleanup company or the Fire Department (if arrangement has been made) to perform a large chemical (e.g., mercury) spill cleanup.

Name of Spill Cleanup Company: (na)

Phone Number: _____

- Evacuate building as necessary

When a Small Chemical Spill has occurred:

- Notify the Emergency Coordinator and/or supervisor (select one).
- If toxic fumes are present, secure the area (with caution tapes or cones) to prevent other personnel from entering.
- Deal with the spill in accordance with the instructions described in the MSDS.
- Small spills must be handled in a safe manner, while wearing the proper PPE.
- Review the general spill cleanup procedures.

Date 07 / 24 / 2023



STRUCTURE CLIMBING/DESCENDING EMERGENCIES

List structures maintained by site personnel (tower, river gauge, etc.):

No.	Structure Type	Location (address, if applicable)	Emergency Response Organization* (if available within 30-minute response time)
		NA	

Emergency Response Organization(s):

Name SoFu Fire / Police Depts Phone Number 911

Name _____ Phone Number _____

(Attach Emergency Response Agreement if available)

- * - N/A. If no Emergency Response Organization available within 30-minute response time additional personnel trained in rescue operations and equipped with rescue kit must accompany the climber(s).



TELEPHONE BOMB THREAT CHECKLIST

INSTRUCTIONS: BE CALM, BE COURTEOUS. LISTEN. DO NOT INTERRUPT THE CALLER.

YOUR NAME: _____ TIME: _____ DATE: _____
 CALLER'S IDENTITY SEX: Male _____ Female _____ Adult _____ Juvenile _____ APPROXIMATE AGE: _____
 ORIGIN OF CALL: Local _____ Long Distance _____ Telephone Booth _____

VOICE CHARACTERISTICS	SPEECH	LANGUAGE
☐ Loud ☐ Soft ☐ High Pitch ☐ Deep ☐ Raspy ☐ Pleasant ☐ Intoxicated ☐ Other _____	☐ Fast ☐ Slow ☐ Distinct ☐ Distorted ☐ Stutter ☐ Nasal ☐ Slurred ☐ Other _____	☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Foul ☐ Other _____
ACCENT	MANNER	BACKGROUND NOISES
☐ Local ☐ Not Local ☐ Foreign ☐ Region ☐ Race	☐ Calm ☐ Angry ☐ Rational ☐ Irrational ☐ Coherent ☐ Incoherent ☐ Deliberate ☐ Emotional ☐ Righteous ☐ Laughing	☐ Factory ☐ Trains ☐ Machines ☐ Animals ☐ Music ☐ Quiet ☐ Office ☐ Voices ☐ Machines ☐ Airplanes ☐ Street ☐ Party ☐ Traffic ☐ Atmosphere

BOMB FACTS

PRETEND DIFFICULTY HEARING - KEEP CALLER TALKING - IF CALLER SEEMS AGREEABLE TO FURTHER CONVERSATION, ASK QUESTIONS LIKE:

When will it go off? Certain Hour _____ Time Remaining _____

Where is it located? Building _____ Area _____

What kind of bomb? _____

What kind of package? _____

How do you know so much about the bomb? _____

What is your name and address? _____

If building is occupied, inform caller that detonation could cause injury or death.

Activate malicious call trace: Hang up phone and do not answer another line. Choose same line and dial *57 (if your phone system has this capability). Listen for the confirmation announcement and hang up.

Call Security at 911 or onsite volunteer and relay information about call.

Did the caller appear familiar with plant or building (by his/her description of the bomb location)?
 Write out the message in its entirety and any other comments on a separate sheet of paper and attach to this checklist.

Notify your supervisor immediately.



SEVERE WEATHER AND NATURAL DISASTERS

Tornado:

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following:
 - Small interior rooms on the lowest floor and without windows,
 - Hallways on the lowest floor away from doors and windows, and
 - Rooms constructed with reinforced concrete, brick, or block with no windows.
- Stay away from outside walls and windows.
- Use arms to protect head and neck.
- Remain sheltered until the tornado threat is announced to be over.

Earthquake:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by the Emergency Coordinator and/or the designated official.

Flood:

If indoors:

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Follow the recommended primary or secondary evacuation routes.

If outdoors:

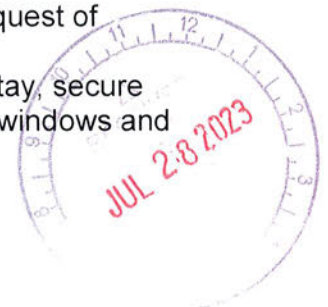
- Climb to high ground and stay there.
- Avoid walking or driving through flood water.
- If car stalls, abandon it immediately and climb to a higher ground.

Hurricane:

- The nature of a hurricane provides for more warning than other natural and weather disasters. A hurricane watch issued when a hurricane becomes a threat to a coastal area. A hurricane warning is issued when hurricane winds of 74 mph or higher, or a combination of dangerously high water and rough seas, are expected in the area within 24 hours.

Once a hurricane watch has been issued:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Moor any boats securely, or move to a safe place if time allows.
- Continue to monitor local TV and radio stations for instructions.
- Move early out of low-lying areas or from the coast, at the request of officials.
- If you are on high ground, away from the coast and plan to stay, secure the building, moving all loose items indoors and boarding up windows and



openings.

- Collect drinking water in appropriate containers.

Once a hurricane warning has been issued:

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Leave areas that might be affected by storm tide or stream flooding.

During a hurricane:

- Remain indoors and consider the following:
 - Small interior rooms on the lowest floor and without windows,
 - Hallways on the lowest floor away from doors and windows, and
 - Rooms constructed with reinforced concrete, brick, or block with no windows.

Blizzard:

If indoors:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Stay indoors!
- If there is no heat:
 - Close off unneeded rooms or areas.
 - Stuff towels or rags in cracks under doors.
 - Cover windows at night.
- Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
- Wear layers of loose-fitting, light-weight, warm clothing, if available.

If outdoors:

- Find a dry shelter. Cover all exposed parts of the body.
- If shelter is not available:
 - Prepare a lean-to, wind break, or snow cave for protection from the wind.
 - Build a fire for heat and to attract attention. Place rocks around the fire to absorb and reflect heat.
 - Do not eat snow. It will lower your body temperature. Melt it first.

If stranded in a car or truck:

- Stay in the vehicle!
- Run the motor about ten minutes each hour. Open the windows a little for fresh air to avoid carbon monoxide poisoning. Make sure the exhaust pipe is not blocked.
- Make yourself visible to rescuers.
 - Turn on the dome light at night when running the engine.
 - Tie a colored cloth to your antenna or door.
 - Raise the hood after the snow stops falling.
- Exercise to keep blood circulating and to keep warm.



CRITICAL OPERATIONS

During some emergency situations, it will be necessary for some specially assigned personnel to remain at the work areas to perform critical operations.

Assignments:

Work Area	Name	Job Title	Description of Assignment
	NA		

- Personnel involved in critical operations may remain on the site upon the permission of the site designated official or Emergency Coordinator.
- In case emergency situation will not permit any of the personnel to remain at the facility, the designated official or other assigned personnel shall notify the appropriate SoFu Rec. offices to initiate backups. This information can be obtained from the Emergency Evacuation Procedures included in the _____ Manual.

The following offices should be contacted:

Name/Location: _____
Telephone Number: _____

Name/Location: _____
Telephone Number: _____

Name/Location: _____
Telephone Number: _____



TRAINING

The following personnel have been trained to ensure a safe and orderly emergency evacuation of other employees:

Facility:

Name	Title	Responsibility	Date
SoFu EMS			
SoFu Police Dept.			



Divine Nine (D9) Run NPHC of Atlanta
Emergency Evacuation Plan
Wolf Creek Amphitheater
(EAP)

In the event of an emergency the NPHC of Greater Atlanta (D9) will use the following emergency evacuation plan for it's annual race held at the Wolf Creek Amphitheater.



Amphitheater Foyer / Courtyard Exits:

- Left & Right of Box Office or
- Left & Right of VIP / Concession buildings

Amphitheater Field Exits:

- Left & Right of VIP / Concession buildings
- Left & Right of stage

Amphitheater Venue Exits:

- Enon Road exit / entrance
- Merk Road exit / entrance

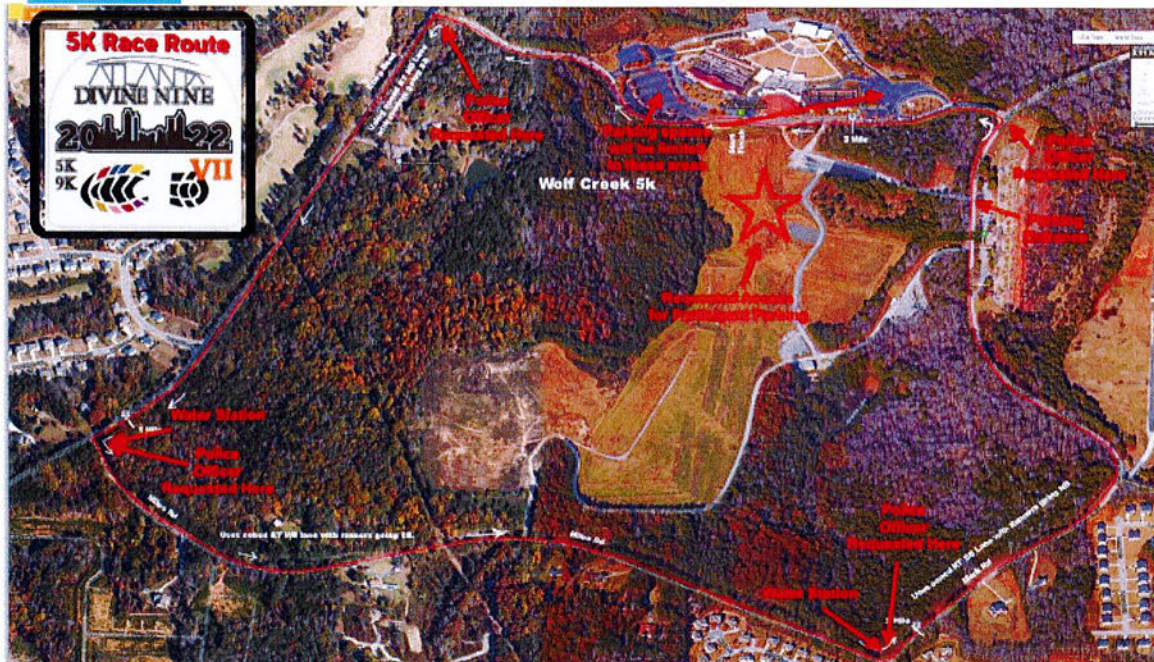
Amphitheater Safety Evacuation Assembly areas

- Wolf Creek Library @ 3100 Enon Rd. (for those using Enon Road)
- Tom Lowe Trap / Skeet (Shooting) Range @ 3070 Merk Rd. (for those using Merk Road)



Please see race routes below

5K Route



9K Route



Race course monitoring will be done by volunteers / water station monitors located at following locations:

1. Enon Road / Miles Road intersection and water station
2. The 9K turn-around by Enon Baptist church
3. The Miles Road / Merk Road intersection and water station.

Additionally, police officers / volunteers will be stationed at the

1. The amphitheater exit on Enon Road
2. The Enon Road / Miles Road intersection
3. The 9K turn-around by Enon Baptist Church
4. The Miles Road / Merk Road intersection
5. The amphitheater entrance on Merk Road

City of South Fulton Police department assistance will be coordinated through Brendan O'Neil
(Office: 470-809-7338 / Email: Brendan.O'Neil@CityofSouthFultonGa.gov)

EMS / Paramedic service will be coordinated with the City of South Fulton Fire Department.



Latrisa Mosley

From: Tamika Pritchett
Sent: Monday, August 14, 2023 1:55 PM
To: Latrisa Mosley; Donna Dinger; Gregory Chambers; Jim Martinez; Akeenan Bridges; Nadia Campbell
Cc: Reginald McClendon; Catherine Rowell; Carmalitha Gumbs; Brian Morris; Brendan O'Neil; Keith Meadows
Subject: Re: IN-PROGRESS: Wolf Creek (Sat., Sept. 2nd) | Divine Nine(D9) Race SPECIAL EVENT PERMIT REQUEST

Good day:

The Police Department approves.

Kind Regards,

Major T. Pritchett

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Monday, August 14, 2023 1:35:21 PM
To: Donna Dinger <donna.dinger@cityofsouthfultonga.gov>; Gregory Chambers <gregory.chambers@cityofsouthfultonga.gov>; Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>; Akeenan Bridges <akeenan.bridges@cityofsouthfultonga.gov>; Nadia Campbell <nadia.campbell@cityofsouthfultonga.gov>
Cc: Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Catherine Rowell <Catherine.Rowell@cityofsouthfultonga.gov>; Carmalitha Gumbs <Carmalitha.Gumbs@cityofsouthfultonga.gov>; Brian Morris <brian.morris@cityofsouthfultonga.gov>; Brendan O'Neil <brendan.o'neil@CityofSouthFultonga.gov>
Subject: IN-PROGRESS: Wolf Creek (Sat., Sept. 2nd) | Divine Nine(D9) Race SPECIAL EVENT PERMIT REQUEST

Happy Monday -

I hope this correspondence finds each of you well and staying safe.

Please see the attached special event application/ request for **"The 8TH Annual DIVINE NINE (NPKC) 5K"** - start & finish WOLF CREEK.

The event is scheduled – **Saturday, September 02, 2023 (5 a.m. – 12 p.m.)**; and requires a review/ approval from your respective division (Public Works/ PD/ Fire/ Planning); therefore, your response is requested and appreciated.

Please advise if anything further/ additional information is needed to assist with this task.

Have a Terrific evening and stay safe !!!

Respectfully –

Latrisa Mosley

From: Donna Dinger
Sent: Monday, August 14, 2023 2:01 PM
To: Latrisa Mosley; Gregory Chambers; Tamika Pritchett; Jim Martinez; Akeenan Bridges; Nadia Campbell
Cc: Reginald McClendon; Catherine Rowell; Carmalitha Gumbs; Brian Morris; Brendan O'Neil
Subject: Re: IN-PROGRESS: Wolf Creek (Sat., Sept. 2nd) | Divine Nine(D9) Race SPECIAL EVENT PERMIT REQUEST

Fire approves

Get [Outlook for iOS](#)

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Monday, August 14, 2023 10:35:21 AM
To: Donna Dinger <donna.dinger@cityofsouthfultonga.gov>; Gregory Chambers <gregory.chambers@cityofsouthfultonga.gov>; Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>; Akeenan Bridges <akeenan.bridges@cityofsouthfultonga.gov>; Nadia Campbell <nadia.campbell@cityofsouthfultonga.gov>
Cc: Reginald McClendon <reginald.mcclendon@cityofsouthfultonga.gov>; Catherine Rowell <Catherine.Rowell@cityofsouthfultonga.gov>; Carmalitha Gumbs <Carmalitha.Gumbs@cityofsouthfultonga.gov>; Brian Morris <brian.morris@cityofsouthfultonga.gov>; Brendan O'Neil <brendan.o'neil@CityofSouthFultonga.gov>
Subject: IN-PROGRESS: Wolf Creek (Sat., Sept. 2nd) | Divine Nine(D9) Race SPECIAL EVENT PERMIT REQUEST

Happy Monday -

I hope this correspondence finds each of you well and staying safe.

Please see the attached special event application/ request for **"The 8TH Annual DIVINE NINE (NPKC) 5K"** - start & finish WOLF CREEK.

The event is scheduled – **Saturday, September 02, 2023 (5 a.m. – 12 p.m.)**; and requires a review/ approval from your respective division (Public Works/ PD/ Fire/ Planning); therefore, your response is requested and appreciated.

Please advise if anything further/ additional information is needed to assist with this task.

Have a Terrific evening and stay safe !!!

Respectfully –



Latrisa Mosley

From: Nadia Campbell
Sent: Tuesday, August 15, 2023 9:31 AM
To: Latrisa Mosley
Subject: "signed - DIVINE 9 0902.pdf" was shared with you

I approve this event. The PDF is signed.

Nadia Campbell shared "signed - DIVINE 9 0902.pdf" with you. Add your comments and collaborate with others in real time.

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Facrobat.adobe.com%2Flink%2Freview%3Furi%3Durn%3Aaid%3A%3AUS%3A%3A559cc6b-2153-3b0b-9013-f87ba1eb1e46&data=05%7C01%7CLatrisa.mosley%40cityofsouthfultonga.gov%7Ce577d96d980d4a40e3ff08db9d93dad5%7Ce0f3e0436e7c4572aff6030339aec112%7C0%7C0%7C638277030608005685%7CUnknown%7CTWFpbGZsb3d8eyJWljoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=93ZyCL%2BWuRfRaBgH9Iha3aMRj8aamEYCZTiyKg%2F7vmE%3D&reserved=0>

Sent with Adobe cloud storage. You don't need to download Acrobat or sign up to access the file.

Latrisa Mosley

From: Latrisa Mosley
Sent: Friday, May 26, 2023 1:48 PM
To: NPHC-Atlanta President; Jacqueline Howell
Cc: Reginald McClendon
Subject: RESPONSE: Wolf Creek Availability (Sat., Sept. 2nd) | Divine Nine(D9) Race
Attachments: BLANK SPECIAL EVENT APPLICATION NL 213.pdf

Happy Friday Mr. Meadows –

I hope this correspondence finds you well and in good spirit.

It was a pleasure speaking with you this morning. Thank you for reaching out to advise that you would like to move the 8th Annual Divine Nice (D9) at the Wolf Creek Amphitheater from June 10, 2023 to September 2, 2023.

@Jacqueline Howell (of Communication & External Affairs) has tentatively confirmed the availability of the venue for the new proposed date and time.

As you and discussed, please submit an updated application (page 2) to indicate the new date as soon as possible to hold the date.

A blank form is attached for your perusal and use. Please feel free to reach out if you have any questions.

We appreciate you and thank you for choosing the City of South Fulton!!

Have a great holiday weekend and stay safe.

Respectfully –



Latrisa Mosley | Development Service Mgr., Community Development & Regulatory Affairs

City of South Fulton | 5440 Fulton Industrial Blvd. SW, South Fulton, GA 30336

470.809.7212 | latrisa.mosley@cityofsouthfultonga.gov

Connect with us. [Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [SouthFultonMonthly](#)

From: NPHC-Atlanta President <nphcatlpres@gmail.com>
Sent: Friday, May 26, 2023 10:54 AM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>



SPECIAL EVENT APPLICATION

** updated application
pgs 5 stamped *
- Dayout - showing
- pgs 5 stamped
- proof of insurance
1 mil -
- completed 3/15*

1 of 8

Start Time(s): 5:00 AM _____ End Time(s): 1:00pm

Exact Location: Wolf Creek Amphitheater

Is the event's location owned by the applicant? ☐ Yes ☒ No

If no, please attached property owner's authorization to hold event on their property.

Description of

Activities to occur: 5K / 9K Walk / Race

Participants expected: 1000

Purpose of Event: Divine 9 (National Pan Hellenic Council) 5K / 9K Walk / Run

~~Will any public facilities or equipment be requested?~~ ☐ No ☒ Yes If yes, please describe below: 10 tables & 20 chairs ☐ ☐

Will this event involve the usage of any Georgia Department of Transportation roads/highways? Yes

☐ If yes, please describe below and attach authorizations: A map of the roads used will be provided.

Does the Fulton County Health Department possess jurisdiction over the event? No ☒ If yes, please describe below and attach authorizations:

Will any tents be erected in association with this special event? ☐ Yes ☒ If yes, include a Tent application with your submittal.

Will any temporary signage be used in association with this special event? ☐ ☒ Yes If yes, include a sign permit application with your submittal.

Will alcohol be served? ☒ No ☐ If yes, please specify the name of the business with the Alcoholic Beverage License that will serve alcoholic beverages at your event. An additional fee of \$50 will be required if alcohol will be served or sold.

Name of Business Issuing serving alcoholic Authority and
beverages: License #:

Personally appeared before me:

B. Meadows

who swears the information contained in this
authorization is true and correct to the best
of his/her knowledge and belief.

Jeannie Padilla
Notary Public

(Affix Raised Seal Here)

03.08.2023

Date



SPECIAL EVENT PERMIT CONDITIONS

As a condition to the issuance of a Special Event Permit, the licensee shall indemnify and hold the City harmless from claims, demand or cause of action which may arise from activities associated with this applicable special event.

I, _____,
Applicant, do solemnly

swear subject to criminal penalties for false swearing, that the statement and answers made by me to the foregoing questions in this application for a City of South Fulton Special Event Permit, are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license.

Applicant Signature

Date

Notary

Commission Expires

[Handwritten mark]

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 (contract or) for the provision youth football training. (Parks, Recreation and Cultural Affairs)
 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 youth football training. (Parks, Recreation and Cultural Affairs)
 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 youth football training. (Parks, Recreation and Cultural Affairs)
 14. Request Council Approval of Special Event Permit for EMJ Homeless and Scholarship at Old National Park on June 5, 2022 (District 6)
 -  15. Request Council Approval of Special Event Permit for Divine 9 5K at Wolf Creek Amphitheatre on June 11, 2022 (District 2) 
 16. Request Council Approval of Special Event Permit for Kensington Woods Sub-Division on Kensington Trl. on July 30, 2022 (District 2)
- IX. 5:55 p.m. Alcohol License, Rezoning, 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)
 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)
 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)
 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)
 21. 6:15 p.m. U22-005 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)

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



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. 5:00 p.m. Invocation- Pastor Warren L. Henry, Sr., City Chaplain
- II. 5:03 p.m. Roll Call- Corey Adams, City Clerk
- III. 5:05 p.m. Meeting Called to Order- Mayor khalid (*Times are estimates only)
- IV. 5:07 p.m. Adoption of Council Agenda
- V. 5:12 p.m. Approval of City Council Meeting Minutes
 - 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)
 - 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)
- VI. 5:15 p.m. Public Proclamations



GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ONE LOVE CENTRURY INC 09.0102.2023 APPLICATION COUNCIL PACKET_Redacted	Cover Memo	8/19/2023

City of South Fulton Agenda Item Summary



City Council Meeting Date 8/22/2023		
Requesting Department Community Development and Regulatory Affairs		Council District(s) Affected 4
Requested Action Council to confirm a special event for ONE LOVE CENTURY, INC Cycling through the City of South Fulton - Friday September 01, 2023 - Saturday, September 02, 2023 (6 a.m. – 5 p.m.);		
Requirements for Council Action (City specific Council policy, statute or code requirement) Section 304.01 of the City's Municipal Codes calls for the City Council to approve all indoor and outdoor special events.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Staff has reviewed and determined that this event, as proposed, meets or exceeds the minimum requirements within the City's Municipal Code.		
Funding Source (if applicable) N/A		
Financial Impact (if applicable) N/A		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval _____ _____		Finance Director Approval _____
Assistant City Manager Approval _____	City Attorney Approval _____	City Manager Approval _____



APPLICANT'S CHECKLIST

All applications must be complete and signed by applicant.
Applications are due at least sixty (60) working days
in advance - \$75 application fee.

If the event includes the usage of City Parks, please contact the City's Parks and Recreation Department at (470) 809-7275 or <https://www.cityofsouthfultonga.gov/2492/Parks-and-Facilities-Directory> prior to completing this application.

APPLICANT'S INFORMATION

Name: FRANCIS, DENNIS C E-mail: [REDACTED]
Address: [REDACTED]
Phone#/Fax#: [REDACTED]
24-Hour Emergency Contact Number: _____

ORGANIZATION INFORMATION

Organization Name: ONE LOVE CENTURY, INC.
Address: [REDACTED]
Person(s) Responsible: FRANCIS JR., DENNIS C
Address: SAME AS ABOVE
Phone#/Fax#: [REDACTED]

EVENT DETAILS

Beginning Date: SEPT 1, 2023 Ending Date: SEPT 2, 2023
Start Time(s): 6:00 AM End Time(s): 5:00 PM
Exact Location: Cycling through CoSF (Rivertown Rd/ Cedar Grove Rd/ Ridge Rd)

Is the event's location owned by the applicant? ☐ Yes ☒ No
If no, please attached property owner's authorization to hold event on their property.



Description of
Activities to occur: Charity cycling event will start and conclude outside the CoSF @ 6905 Virlyn B Smith Rd (GA Renaissance Festival)

However, the cyclists route will take them through the City of South Fulton (Rivertown Rd/ Cedar Grove Rd/ Ridge Rd/ Rivertown)

Participants expected: 1700 +

Purpose of Event: FUNDRAISER - for youth cycling charities.

Will any public facilities or equipment be requested? ☒ No ☐ Yes If yes, please describe below:

Will this event involve the usage of any Georgia Department of Transportation roads/highways?
☒ No ☐ Yes If yes, please describe below and attach authorizations:

Does the Fulton County Health Department possess jurisdiction over the event? ☒ No ☐ Yes If yes, please describe below and attach authorizations:

Will any tents be erected in association with this special event? ☒ No ☐ Yes If yes, include a Tent application with your submittal.

Will any temporary signage be used in association with this special event? ☒ No ☐ Yes If yes, include a sign permit application with your submittal.

Will alcohol be served? ☒ No ☐ Yes If yes, please specify the name of the business with the Alcoholic Beverage License that will serve alcoholic beverages at your event. **An additional fee of \$50 will be required if alcohol will be served or sold.**

Name of Business
serving alcoholic
beverages: n/a Issuing
Authority and
License #: n/a

Will this event include a Parade? ☒ No ☐ Yes If yes, answer the following:

Staging Area Location: n/a

Arrival Time at
Staging Area: n/a Parade Start
Time: n/a

Map of exact route of the cycling including starting and termination points is attached. ☐ No ☒ Yes

N/A. This is a cycling event that starts and conclude outside of CoSF; however, the route will be through the City of South Fulton. TCP & route details are attached.

At the city's request, the applicant may be required to obtain and present evidence of a surety indemnity bond or comprehensive liability insurance naming the city as an additional insured. The insurance requirement is a minimum of \$1,000,000.00 personal injury per occurrence and \$500,000.00 property damage per occurrence against all claims arising from permits issued pursuant to this chapter. If the event poses higher risks than covered by such insurance, the applicant shall be responsible for assessing the risks of the event and obtaining additional insurance coverage.





PROPERTY OWNER'S AUTHORIZATION

Original signatures required here.

The Undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Owner _____

Telephone Number _____

Address of Subject Property _____

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Fulton County, Georgia and I provide authorization for the applicant to use my property as mentioned herein.

Signature of Owner

Personally appeared before me:

who swears the information contained
in this authorization is true and correct
to the best of his/her knowledge and
belief.

Notary Public

Date

4 of 8

(Affix Raised Seal Here)





PROPERTY OWNER'S AUTHORIZATION

Original signatures required here.

The Undersigned below, or as attached, is the owner of the property which is the subject of this application. The undersigned does duly authorize the applicant named below to act as applicant in the pursuit of a rezoning of the property.

Name of Owner John Sias

Telephone Number _____

Address of Subject Property _____

I swear that I am the owner of the property which is the subject matter of the attached application, as it is shown in the records of Fulton County, Georgia and I provide authorization for the applicant to use my property as mentioned herein.

John Sias
Signature of Owner

Personally appeared before me:

Crystal Simpson

who swears the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

[Signature]
Notary Public

7/28/23
Date

4 of 8





SPECIAL EVENT PERMIT CONDITIONS

As a condition to the issuance of a Special Event Permit, the licensee shall indemnify and hold the City harmless from claims, demand or cause of action which may arise from activities associated with this applicable special event.

I, DENNIS C. FRANCIS, Applicant, do solemnly swear subject to criminal penalties for false swearing, that the statement and answers made by me to the foregoing questions in this application for a City of South Fulton Special Event Permit, are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license.

[Signature]
Applicant Signature

4/6/23
Date

[Signature]
Notary

Jane Williams
NOTARY PUBLIC
Fulton County, GEORGIA
My Comm. Expires
04/08/2023

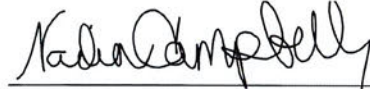


CLASS OF EVENT

- ☐ Co-sponsored event with the City
- ☒ Fundraising for charitable events
- ☐ Special event (primarily)
- ☐ Special event with road closure
- ☐ Special event with tent – square footage of tent _____
- ☐ Special event with temporary signage
- ☐ Special event with alcohol served

Date: _____ Permit#: **ONELO010** Permit Fee Due: **\$0.00**

APPLICATION FOR PERMIT APPROVED BY (WHERE APPLICABLE):


Electronic Review/ Approval 08/15/2023

COMMUNITY DEVELOPMENT SERVICES DIRECTOR


Electronic Review/ Approval 08/15/2023

POLICE CHIEF


Electronic Review/ Approval 08/15/2023

FIRE CHIEF

No Response/ Comments

PUBLIC WORKS DIRECTOR

CITY MANAGER

2019

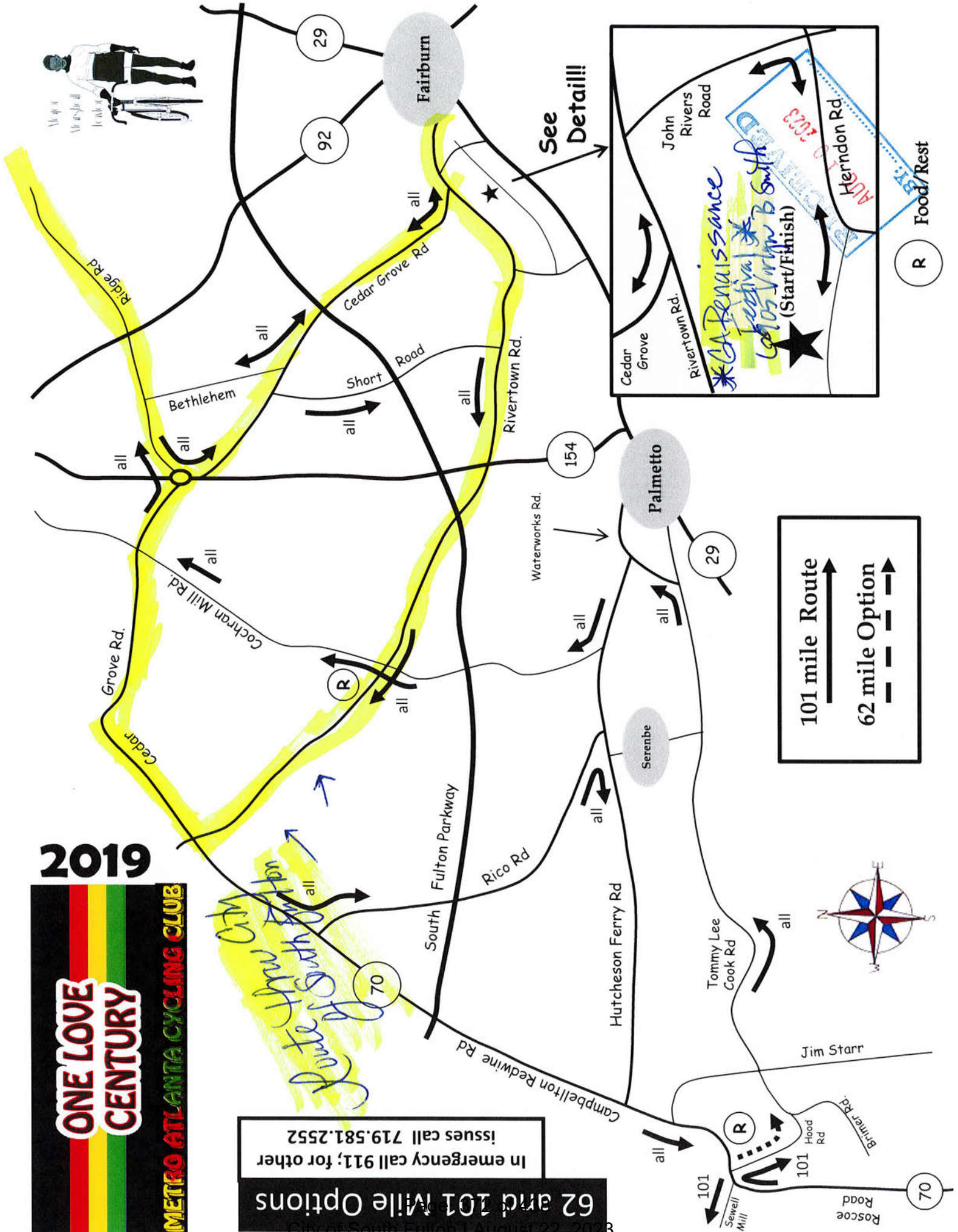
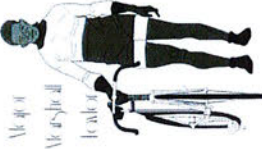
ONE LOVE
CENTURY

METRO ATLANTA CYCLING CLUB

62 and 101 Mile Options

In emergency call 911; for other issues call 719.581.2552

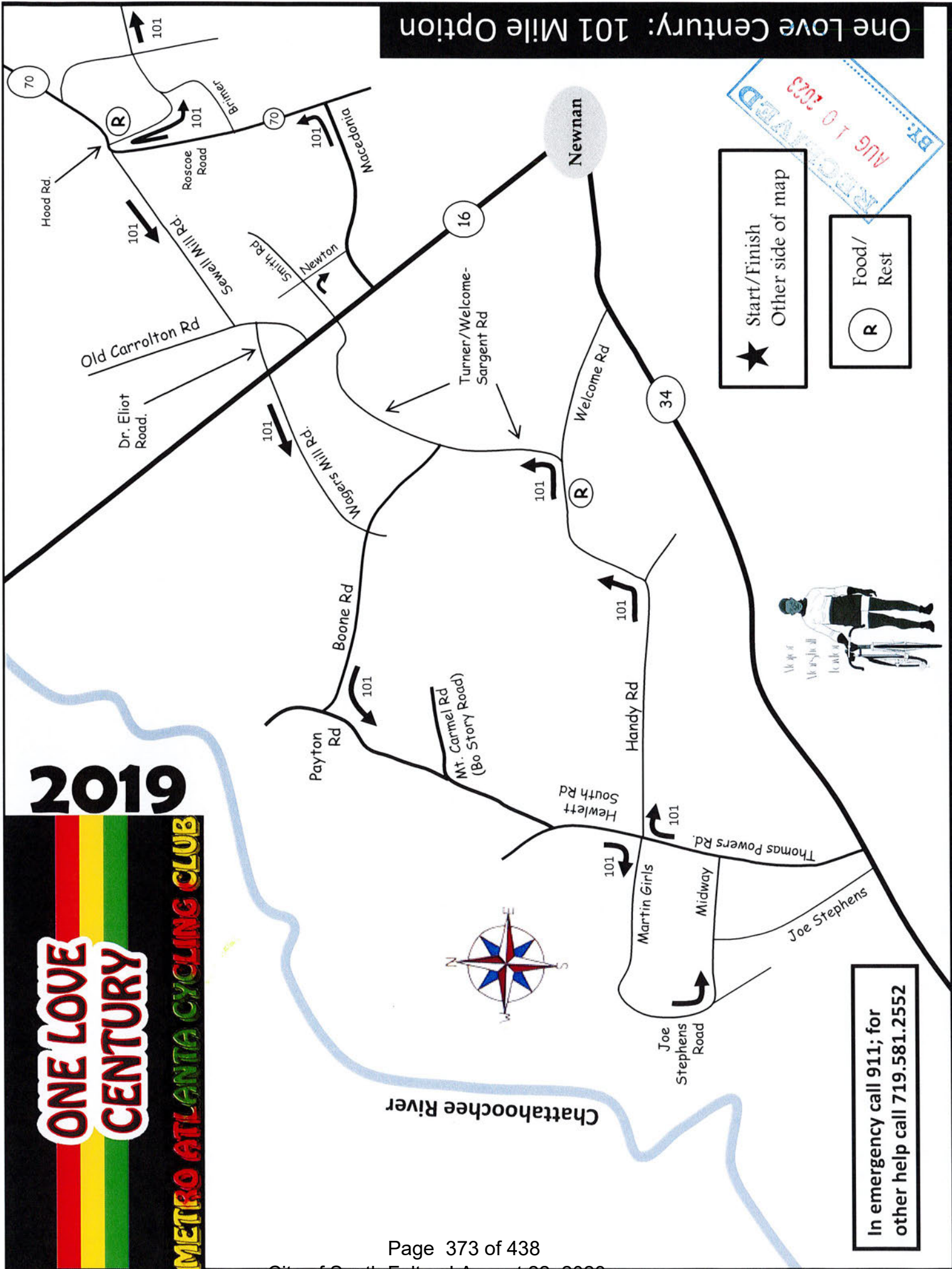
City of South Fulton August 22, 2023



2019

ONE LOVE
CENTURY

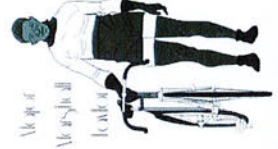
METRO ATLANTA CYCLING CLUB



One Love Century: 101 Mile Option

★ Start/Finish
Other side of map

Food/
Rest
(R)



In emergency call 911; for
other help call 719.581.2552

61 Mile Option

Start	Creekside High School
0.0	LT on Herndon Road
0.6	LT on John Rivers Road
1.5	LT on Rivertown Rd
1.9	RT on Cedar Grove Rd
4.2	RT on Bethlehem Rd
6.3	LT on Ridge Road
7.6	Enter Traffic Circle then RT SR 154 South
7.7	LT on Cedar Grove Rd.
9.3	RT on Short Rd
11.4	LT on Rivertown Rd
15.1	REST STOP
15.1	Continue on Rivertown Rd
17.8	LT. on Cedar Grove/ Campbellton-Redwine
20.8	LT on Rico Rd
25.7	RT on Hutcheson Ferry Rd
31.0	LT on Campbellton Redwine (Hwy 70)
32.6	REST STOP on the left at Hood Rd
32.6	Left on Hood Rd
34.1	At Y int stay left on Brimer Rd
35.6	Becomes Tommy Lee Cook Rd
42.2	LT on Waterworks Rd
43.7	LT on Hutcheson Ferry Rd
45.0	RT on Cochran Mill Rd49.1
49.2	REST STOP at Rivertown Rd
49.2	Continue on Cochran Mill
52.5	RT on Cedar Grove
53.7	Enter Traffic Circle at Ga 154
53.6	Exit traffic circle Rt on Ridge/Butner Rd.
55.0	RT on Bethlehem Road
57.1	LT on Cedar Grove Rd
59.4	LT on Rivertown Rd
59.8	RT on John Rivers Road
60.7	RT on Herndon Road
61.3	RT into Creekside H.S.
	Finish !!!

101 Mile Option

Start	Creekside High School
0.0	LT on Herndon Road
0.6	LT on John Rivers Road
1.5	LT on Rivertown Rd
1.9	RT on Cedar Grove Rd
4.2	RT on Bethlehem Rd
6.3	LT on Ridge Road
7.6	Enter Traffic Circle
7.7	Exit circle with a RT SR 154 South
9.3	LT on Cedar Grove Rd.
11.4	RT on Short Rd
11.4	LT on Rivertown Rd
15.1	REST STOP
15.1	Continue on Rivertown Rd
17.8	LT. on Cedar Grove/ Campbellton-Redwine
20.8	LT on Rico Rd
25.7	RT on Hutcheson Ferry Rd
30.9	LT on Campbellton Redwine
32.6	REST STOP on the left
32.6	Continue on Hwy 70
32.7	RT on Sewell Mill
37.1	Left on Old Carrollton Rd
37.3	RT on Dr. Eliot Rd
37.9	Continue on Wagers Mill Rd
41.2	RT. on Boone Rd
42.6	LT on Payton Rd
43.1	RT on Mt. Carmel/Bo Story
46.2	LT. on Hewlett South
47.2	RT. on Martin Girls (becomes Joe Stephens)
53.6	LT on Thomas Powers Rd
54.9	RT. on Handy Road
58.2	Stay left at Y onto Welcome Rd
60.0	Stay left at Y to stay on Welcome Rd

101 Option (cont)

60.3	REST STOP
61.0	LT on Turner/Welcome-Sargent Rd
64.3	Cross RR
64.4	Cross Hwy 16, Becomes Smith
65.4	RT on Newton
66.3	LT on Macedonia
68.3	LT on Roscoe Rd/Hwy 70
72.1	Bear Rt to stay on Roscoe/Hwy 70
72.2	REST STOP at Hood Road
72.2	RT on Hood Rd
73.6	At Y int stay left on Brimer Rd
75.2	Becomes Tommy Lee Cook Rd
81.8	LT on Waterworks Rd
83.2	LT on Hutcheson Ferry Rd
84.6	RT on Cochran Mill Rd
88.7	REST STOP at Rivertown Rd
88.7	Continue on Cochran Mill
92.0	RT on Cedar Grove
93.2	Enter Traffic Circle at Ga 154
93.3	Exit traffic circle Rt on Ridge/Butner Rd.
94.5	RT on Bethlehem Road
96.6	LT on Cedar Grove Rd
98.9	LT on Rivertown Rd
99.3	RT on John Rivers Road
100.2	RT on Herndon Road
100.9	RT into Creekside H.S.
	Finish !!!

Latrisa Mosley

Subject: TRAFFIC CONTROL/ EMS/ SECURITY INFO: One Love Century 2023 Special Event
September 1 - 2
Attachments: Cert - City of South Fulton.PDF; 2019-MACC_OLC-Maps_66-and-100-options-1 (1).pdf

From: One Love Century, Inc. <oneloventury100@gmail.com>
Sent: Thursday, August 10, 2023 7:42 PM
To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Subject: Re: INCOMPLETE APPLICATION: One Love Century 2023 Special Event Permit Application September

Ms. Mosley,

Attached please find our COI listing South Fulton as an insured and our route map which shows the ride progress through South Fulton. (RECEIVED - Route attached)

We will have two Grady Hospital EMT vehicles with a total of 4 medical personnel as well as 4 rest stops and over 150 volunteers.

We also will have 9 Fulton County Sheriff's deputies to provide traffic control. (Spoke with Deputy Maurice Love 08/11/2023 @ 14:17. confirmed he is facilitating the traffic control - [REDACTED])

Thank you,
Dennis Francis

On Tue, Aug 8, 2023 at 9:15 PM Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov> wrote:

Happy Tuesday Dennis Francis –

I hope this message finds you well and in good spirit.

It was a pleasure speaking with you again. As discussed, the address noted on the special event application is NOT located in the City of South Fulton.

After speaking, you advised the “cycling” event will “go thru” South Fulton. Please revise/ update your application to reflect specific and accurate details and date of the event.

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 2/3/2023 5:42:29 PM

BUSINESS INFORMATION

CONTROL NUMBER	18009000
BUSINESS NAME	One Love Century, Inc.
BUSINESS TYPE	Domestic Nonprofit Corporation
EFFECTIVE DATE	02/03/2023
ANNUAL REGISTRATION PERIOD	2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	2507 Hughes Court, Atlanta, GA, 30331, USA
---------	--

REGISTERED AGENT

NAME	ADDRESS	COUNTY
DENNIS C. FRANCIS, JR., ESQ.	2507 Hughes Court, ATLANTA, GA, 30331, USA	Fulton

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Dennis Francis, Jr	CEO	2507 Hughes Court, Atlanta, GA, 30331, USA
Dennis Francis, Jr	SECRETARY	2507 Hughes Court, Atlanta, GA, 30331, USA
Donald Webster	CFO	773 Walden Blvd, Atlanta, GA, 30349, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Donald Webster
AUTHORIZER TITLE	Officer



+1 (404) 644-5283 >

phone (770) 669-7212 concerning
your Special Event request. You
can return the call at your
convenience. Respectfully. -
Latrisa

Today 1:51 PM

Please forward the FCSO
information in charge of the
traffic control detail for your
event. Also please forward a
copy of your drivers license/
state ID to have on file with your
application. Again, I appreciate
you and please drive safely.
Respectfully - Latrisa

Delivered

FCSO Deputy Maurice Love

(678) 886-5443





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 American Family Brokerage Inc 6000 American Parkway Madison WI 53783		CONTACT NAME: Ricky L Gilley PHONE (A/C, No, Ext): (770) 703-4227 E-MAIL ADDRESS: rgilley@amfam.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: USLI - United States Liability Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
INSURED One Love Century Inc 5265 Post Road Pass Stone Mountain GA 30088			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		SE1087266	08/31/2023	09/04/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 1,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						BODILY INJURY (Per person) \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder, City of South Fulton, is and Additional Insured where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of South Fulton 5440 Fulton Industrial Bld South Fulton GA 30336	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John Post</i>
---	---

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

(470)809-7700

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

ONE LOVE CENTURY, INC
FRANCIS, DENNIS C
2507 HUGHES CT SW
SOUTH FULTON, GA 30331

INVOICE #

23006502

CUSTOMER ID: ONELO010 PIN: 155068

INVOICE DATE: 08/11/23

DUE DATE:

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

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		CYCLNG SPECIAL EVENT SEPT 1/2		
1.0000	P-A1	Processing Fee	75.000000	75.00
		APPLICATION FEE		
		Cancellation: 08/11/23		-75.00
1.0000	P-A2B	ZC Review Fee - \$45	100.000000	100.00
		ZONING COMPLIANCE REVIEW		
		Cancellation: 08/11/23		-100.00
1.0000	P-A1	Processing Fee	75.000000	75.00
		NON PROFIT EVENT		
		Cancellation: 08/11/23		-75.00
1.0000	P-A1	Processing Fee	75.000000	75.00
		NON PROFIT		
		Cancellation: 08/11/23		-75.00
		TOTAL DUE:		\$ 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

ONE LOVE CENTURY, INC
FRANCIS, DENNIS C
2507 HUGHES CT SW
SOUTH FULTON, GA 30331

INVOICE #: 23006502
DESCRIPTION: CYCLNG SPECIAL EVENT SEPT 1/2
CUSTOMER ID: ONELO010 PIN: 155068
DUE DATE:
TOTAL DUE: \$ 0.00



Traffic Plan for the 17th One Love Century Race

Outlined traffic plan for the One Love Century race beginning on August 31, 2023, through September 02, 2023. The race will have assigned 8-10 Officers at various locations. The various locations are:

John Rivers and Rivertown- 8am-3:30pm- 1 Officer

Rivertown Road and 154- 8am-3:30pm- 2 Officers with cars

154/Ridge Roundabout- 8am-3:30pm- 2 Officers

Short Road and South Fulton Parkway- 8am-3:30pm- 1 Officer with a car

Traffic Control will be strictly enforced only for the cyclists to pass. All normal traffic activities will resume normally and shall only be interrupted when a cyclist is passing. All patrol cars and officers will be on the streets. The schedule plan for each day is listed below:

Thursday, August 31, 2023

1 Officer with patrol car

6am-10pm

Friday, September 01, 2023

2 Officers

8am-3:30pm

Saturday, September 02, 2023

8 Officers

8am-3:30pm

Thank you for the opportunity to provide service and security for your event and I hope and look forward to partnering and working with you again in the future.

Best Regards,

Fulton County Sheriff's Office Retired Sergeant Maurice Love/Contact telephone number: 678-886-5443



SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made effective as of the last date signed below (the "Effective Date") between ✓ ONE LOVE CENTURY ("Organizer") and Grady Memorial Hospital Corporation d/b/a Event EMS ("Event EMS"), located at 745 Memorial Drive, S.E., Atlanta, Georgia 30316 (each a "Party" and, collectively, the "Parties").

WHEREAS, Organizer desires to make available emergency medical services as specified in the attached Statement of Work for the event at ✓ (the "Event");

NOW, THEREFORE, the parties hereby agree as follows:

1. Provision of Services; Payment.

The Services are described in the Statement of Work attached hereto as Exhibit "A" and incorporated herein by reference. Event EMS shall provide qualified trained personnel to provide the Services. Event EMS may subcontract the Services to another qualified provider. Organizer shall pay Event EMS for Services rendered as specified in the Statement of Work. Event EMS shall invoice Organizer and shall reference the specific Services provided pursuant to the Statement of Work.

2. Term and Termination.

This Agreement shall become effective on the last date signed below (the "Effective Date") and shall remain in effect UNTIL the contracted time noted in Exhibit A, the completion of the event. This Agreement may be renewed or amended at any time and from time to time by mutual written consent of the Parties hereto. This Agreement may be terminated without cause, by either Party upon not less than twenty one (21) days written notice to the other Party unless otherwise stated in Exhibit A.

3. Insurance and Indemnification.

3.1 Event EMS Coverage.

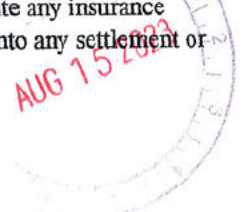
The insurance coverage provided by Event EMS, either through an insurance carrier licensed in the State of Georgia or through self-insurance, shall be carried throughout the term of this Agreement and shall consist of the following:

Insurance	Limits
Commercial General Liability	\$5,000,000 per occurrence \$5,000,000 aggregate
Professional Liability	\$5,000,000 per occurrence \$5,000,000 aggregate
Workers' Compensation and Employers' Liability	Statutory amounts

If required by Organizer, Event EMS shall name Organizer as an additional insured on all applicable policies. Proof of insurance shall be provided to Organizer upon execution of this contract.

3.2 Indemnity.

Event EMS shall indemnify, defend, and hold harmless Organizer and its officers, shareholders, directors, employees, agents and affiliates harmless from and against any and all costs, liabilities, losses and expenses, including, but not limited to, reasonable attorneys' fees resulting from or arising out of any claim, suit, action, arbitration or proceeding brought by a third party against Organizer due to Event EMS' acts or omissions related to this Agreement. To the extent permitted by law, Organizer agrees to indemnify, defend, and hold harmless Event EMS and its officers, shareholders, directors, employees, agents and affiliates harmless from and against any and all costs, liabilities, losses and expenses, including, but not limited to, reasonable attorneys' fees resulting from or arising out of any claim, suit, action, arbitration or proceeding brought by a third party against Event EMS due to Organizer's acts or omissions related to this Agreement. Each Party shall cooperate in the defense of any claim for which indemnification is sought under this paragraph. Notwithstanding the foregoing, each Party shall have the right, but not the obligation, to participate as it deems necessary in the handling, adjustment, or defense of any claim. Neither Party assumes any liability or responsibility for the sole negligence of the other. Each Party understands and agrees that this indemnity provision is in no way intended to reduce or eliminate any insurance coverage maintained by either Party. Notwithstanding the foregoing, neither Party may enter into any settlement or



compromise of the claim that would result in the admission of any liability by the other Party, any financial liability on the part of the other Party, or would subject the other Party to injunctive relief without first obtaining the other Party's prior written consent.

4. **Miscellaneous Provisions.**

- 4.1 **Relationship of the Parties.** The Parties to this Agreement understand and agree that the Parties are independent contractors, and that no agency, employment partnership, or joint venture relationship is created by this Agreement. The Parties further agree that neither Party will have the authority to act for the other in any manner, nor to create obligations or debts that would be binding up on the other except as specifically provided herein. The Parties hereto acknowledge that each is solely responsible for payment of all state and federal taxes required to be levied on wages of its employees, including but not limited to FICA and unemployment taxes.
- 4.2 **No Assignment; Successors.** Neither Party may assign any rights or obligations in connection with this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or denied. Any attempted assignment without such consent shall be of no force or effect.
- 4.3 **Severability.** If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable provision shall be deemed not to be a part of this Agreement.
- 4.4 **Force Majeure.** Each Party shall be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other Party, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of common carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor materials or manufacturing facilities.
- 4.5 **Notice.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, postage and delivery charges pre-paid, and shall be sent by facsimile, hand delivery, overnight mail service, first-class mail or certified mail, return receipt requested, to the Party at the following address:

If to Event EMS:
Event EMS
Attn: John Hanson
745 Memorial Drive, S.E.
Atlanta, Georgia 30316
Telephone: 404-616-4168
Email: jhanson1@gmh.edu
With Copy To: General Counsel

If to Organizer:
✓ ONE LOVE CENTURY
✓ Attn: DENNIS FRANKLIN

- 4.6 **Modification and Waiver.** No modification of this Agreement shall be deemed effective unless in writing and signed by each of the Parties hereto. Any waiver of a breach of any provision(s) of this Agreement shall not be deemed effective unless in writing and signed by the Party against whom enforcement of the waiver is sought. No waiver or breach of this Agreement shall constitute a waiver of any other breach of such provision, and no such waiver shall be construed as a continuing waiver.
- 4.7 **Counterparts; Survival.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes constitute part of one original. The terms and provisions of this Agreement which by their nature require performance by either party after termination or expiration of this Agreement (specifically including but not limited to the provisions regarding indemnification and insurance) will be and remain enforceable notwithstanding such termination or expiration for any reason whatsoever.
- 4.8 **Governing Law.** This Agreement shall be governed by and construed, interpreted, and enforced according to the laws of the State of Georgia, without regard to its conflicts or choice of law principles. The exclusive venue for disputes arising under this Agreement shall be in the state and federal courts located in Fulton County, Georgia.



- 4.9 **Entire Agreement.** This Agreement, including all Exhibits attached, embodies the entire understanding between Organizer and Event EMS and supersedes all written or oral agreements, if any, which directly relate to the subject matter of this Agreement.
- 4.10 **No Third Party Beneficiaries.** This Agreement is not intended to confer any rights or remedies upon any person other than the Parties hereto.
- 4.11 **Confidential Information.** For the purposes of this Agreement, confidential information ("Confidential Information") shall mean all proprietary, secret or confidential information or data, in whatever form (including on paper, electronically, on magnetic media, orally or otherwise), relating to Organizer and Event EMS and their respective operations, employees, services, patients. Each Party will treat the terms of this Agreement and the other Party's written, proprietary business information as confidential if marked as confidential or proprietary. Organizer and Event EMS acknowledge that they may disclose Confidential Information to each other in connection with this Agreement. If one Party receives Confidential Information of the other Party, it shall: (a) maintain the Confidential Information in confidence; (b) use at least the same degree of care in maintaining the confidentiality of the Confidential Information as it uses in maintaining the confidentiality of its own confidential information, but in no event less than a reasonable degree of care; (c) use Confidential Information only to fulfill its obligations under this Agreement; and (d) return or destroy all documents, copies, notes, or other materials containing any portion of the Confidential Information upon the request of the Party disclosing the Confidential Information. Neither Party shall have any obligation concerning any portion of the Confidential Information which: (a) was known to it before receipt, directly or indirectly, from the disclosing Party; (b) is lawfully obtained, directly or indirectly, by it from a non-party which was under no obligation of confidentiality; (c) is or becomes publicly available other than as a result of an act or failure to act by the receiving Party; (d) is required to be disclosed by the receiving Party by applicable law or legal process; or (e) is developed by the receiving Party independent of the Confidential Information disclosed by the disclosing Party. The receiving Party shall not disclose any portion of the Confidential Information to any person except those of its employees and affiliates having a need to know such portion to accomplish the purposes contemplated by this Agreement. The foregoing confidentiality obligations and use restrictions shall survive the termination or expiration of this Agreement for twenty-four (24) months thereafter, provided that any Confidential Information of a Party that is a trade secret of such Party shall continue to be subject to such confidentiality obligations and use restrictions set forth above in this Article 5 after such twenty-four (24) month post termination/expiration period has lapsed.

IN WITNESS WHEREOF, this Agreement has been signed by both Parties in a manner duly binding upon them as of the Effective Date below.

ONE LOVE CENTURY

 "Organizer"

 DENNIS C. FRANKLIN
 Printed Name

 Signature

 DIRECTOR
 Title
 8/14/23
 Date

Grady Memorial Hospital Corporation d/b/a Event EMS

 Printed Name

 Signature

 Title

 Date

AUG 15 2023

Exhibit A
STATEMENT OF WORK

Grady EMS agrees to provide the following staff and equipment below for your Events.

- **ALS Ambulance** – ALS EMS Team to staff an ALS Ambulance. Team will be equipped with AED, Jump bag, an ALS Rx box, over the counter (OTC) medication box and oxygen.
 - **Rate: \$180.00/hr.**
- **Estimated Total: \$3240.00**

Date	Quantity	Service Level	Arrival	Departure	Hours	Rate	Total
9/2/2023	2	ALS Ambulance	7:30 AM	4:30 PM	18:00	\$180.00	\$3,240.00

4 Hour minimum charge for all events and any event canceled without a 48 hour email notice.
Crews can be extended due to operational need and will be billed accordingly. Trip fee may apply to events OTP

EVENT DETAILS:

Name: 17th Annual One Love Century Bike Rides
Date: September 2, 2022
Time: ARRIVAL: 06:00AM | DEPARTURE: 10:00AM (4 hour minimum)
Where: Start Line: Creekside High School | 7405 Herndon Road | Fairburn, GA

Onsite Contact and cell number for day of event:

ONE LOVE CENTURY
"Organizer"
DENNIS C. FRANKS JR.
Printed Name
Signature
DIRECTOR
Title
8/14/23
Date

Grady Memorial Hospital Corporation d/b/a Event EMS

Printed Name
Signature
Title
Date



Billing Info Sheet

Contact person	DENNIS FRANCIS
Contact email address	
Is contact person to receive the bill?	
If not, Who?	
What is the billing email/address?	
What is the rate? (hour/flat)	
Is there a minimum hours?	
Is there an additional travel fee added or P.O. required?	
Billing cycle? (pre-bill, DOS, W, M)	
Charges for additional staff?	





PRINT ORDER # 101605910 Complete

Order Date: August 15, 2023

Product Name	SKU	Price	Qty	Subtotal
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Governmental Member (population <50,000)	2947M1	\$160.00	Ordered: 1	\$160.00
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Membership Billing Type (Required)

1 x Recurring MEMRECUR
Subscriptions
\$0.00
SKU: MEMRECUR

Name of Governmental Agency & Dept. (required)

What is your current job title? (required)
Development Services Manager

2021 Complete 15 Collection (Includes IgCC) (Digital Codes Premium)	8705A21B	\$0.00	Ordered: 1	\$0.00
--	----------	--------	-------------------	--------

Subtotal \$160.00

Grand Total \$160.00

ORDER INFORMATION



Billing Address

Latrisa Mosley
City of South Fulton, GA
5440 Fulton Industrial Blvd
South Fulton, Georgia, 30336
United States
T: 404-906-0031

Payment Method

Credit Card	
Credit Card Type	Visa
Credit Card Number	xxxx-8635
Processed Amount	\$160.00

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Latrisa Mosley

From: Nadia Campbell
Sent: Tuesday, August 15, 2023 9:33 AM
To: Latrisa Mosley
Subject: "signed - ONE LOVE CENTRURY INC 0901 0902.pdf" was shared with you

I approve of this event. The PDF is signed.

Nadia Campbell shared "signed - ONE LOVE CENTRURY INC 0901 0902.pdf" with you. Add your comments and collaborate with others in real time.

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Facrobat.adobe.com%2Flink%2Freview%3Furi%3Durn%3Aaaid%3Aascds%3AUS%3A2834abfe-08e5-3ce2-ada8-cfee09b6851b&data=05%7C01%7CLatrisa.mosley%40cityofsouthfultonga.gov%7C0a76b1e88e4e456931ac08db9d941f31%7Ce0f3e0436e7c4572aff6030339aec112%7C0%7C0%7C638277031719826447%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=IkHI%2Bh9KSq83nTF%2BryJsbl04kuqponGH%2BTTtShuM80%3D&reserved=0>

Sent with Adobe cloud storage. You don't need to download Acrobat or sign up to access the file.

Latrisa Mosley

From: Tamika Pritchett
Sent: Tuesday, August 15, 2023 2:14 PM
To: Latrisa Mosley; Donna Dingler; Gregory Chambers; Jim Martinez; Keith Meadows
Subject: Re: CIRCLE BACK IN-PROGRESS: One Love Century 2023 Special Event Permit Application September SPECIAL EVENT PERMIT REQUEST

Good day:

Thank you, I received the Traffic/ Security Plan. Police approves.

Kind Regards,

Major T. Pritchett

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Tuesday, August 15, 2023 1:12:40 PM
To: Tamika Pritchett <tamika.pritchett@cityofsouthfultonga.gov>; Donna Dingler <donna.dingler@cityofsouthfultonga.gov>; Gregory Chambers <gregory.chambers@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>
Subject: CIRCLE BACK IN-PROGRESS: One Love Century 2023 Special Event Permit Application September SPECIAL EVENT PERMIT REQUEST

Happy Tuesday –

Friendly Circle Back. Please advise if fire/ pd/ pw have any objections and/or comments concerning this event. I need to submit the paperwork for council by COB today.

I appreciate you.

Respectfully – Latrisa

From: Latrisa Mosley
Sent: Monday, August 14, 2023 1:51 PM
To: Donna Dingler <donna.dingler@CityofSouthFultonga.gov>; Gregory Chambers <gregory.chambers@CityofSouthFultonga.gov>; Tamika Pritchett <Tamika.Pritchett@CityofSouthFultonga.gov>; Jim Martinez <jim.martinez@CityofSouthFultonga.gov>; Akeenan Bridges <akeenan.bridges@CityofSouthFultonga.gov>; Nadia Campbell <nadia.campbell@CityofSouthFultonga.gov>
Cc: Catherine Rowell <catherine.rowell@cityofsouthfultonga.gov>; Jaceey Sebastian <jaceey.sebastian@CityofSouthFultonga.gov>; Corey A. Reeves <corey.reeves@cityofsouthfultonga.gov>; Reginald McClendon <reginald.mcclendon@CityofSouthFultonga.gov>; Brian Morris <brian.morris@CityofSouthFultonga.gov>; Brendan O'Neil <Brendan.O'Neil@CityofSouthFultonga.gov>
Subject: IN-PROGRESS: One Love Century 2023 Special Event Permit Application September SPECIAL EVENT PERMIT REQUEST

Happy Monday -

Latrisa Mosley

From: Gregory Chambers
Sent: Tuesday, August 15, 2023 3:44 PM
To: Latrisa Mosley; Donna Dingler; Jim Martinez
Subject: Re: CIRCLE BACK IN-PROGRESS: One Love Century 2023 Special Event Permit Application September SPECIAL EVENT PERMIT REQUEST

There are no objections from Fire, have a great day.

Get [Outlook for iOS](#)

From: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>
Sent: Tuesday, August 15, 2023 2:49:49 PM
To: Donna Dingler <donna.dingler@cityofsouthfultonga.gov>; Gregory Chambers <gregory.chambers@cityofsouthfultonga.gov>; Jim Martinez <jim.martinez@cityofsouthfultonga.gov>
Subject: FW: CIRCLE BACK IN-PROGRESS: One Love Century 2023 Special Event Permit Application September SPECIAL EVENT PERMIT REQUEST

Fyi....please see the attached EMT contract for services and traffic/ security plan.

Respectfully – Latrisa

From: Latrisa Mosley
Sent: Tuesday, August 15, 2023 1:13 PM
To: Tamika Pritchett <Tamika.Pritchett@CityofSouthFultonga.gov>; Donna Dingler <donna.dingler@CityofSouthFultonga.gov>; Gregory Chambers <gregory.chambers@CityofSouthFultonga.gov>; Jim Martinez <jim.martinez@CityofSouthFultonga.gov>
Subject: CIRCLE BACK IN-PROGRESS: One Love Century 2023 Special Event Permit Application September SPECIAL EVENT PERMIT REQUEST

Happy Tuesday –

Friendly Circle Back. Please advise if fire/ pd/ pw have any objections and/or comments concerning this event. I need to submit the paperwork for council by COB today.

I appreciate you.

Respectfully – Latrisa

From: Latrisa Mosley
Sent: Monday, August 14, 2023 1:51 PM
To: Donna Dingler <donna.dingler@CityofSouthFultonga.gov>; Gregory Chambers <gregory.chambers@CityofSouthFultonga.gov>; Tamika Pritchett <Tamika.Pritchett@CityofSouthFultonga.gov>; Jim Martinez <jim.martinez@CityofSouthFultonga.gov>; Akeenan Bridges <akeenan.bridges@CityofSouthFultonga.gov>; Nadia Campbell <nadia.campbell@CityofSouthFultonga.gov>
Cc: Catherine Rowell <catherine.rowell@cityofsouthfultonga.gov>; Jaceey Sebastian <jaceey.sebastian@CityofSouthFultonga.gov>; Corey A. Reeves <corey.reeves@cityofsouthfultonga.gov>; Reginald

Latrisa Mosley

From: Latrisa Mosley
Sent: Tuesday, August 8, 2023 9:16 PM
To: One Love Century, Inc.
Subject: INCOMPLETE APPLICATION: One Love Century 2023 Special Event Permit Application September
Attachments: CSF Special Event Permit Application 2023.pdf
Importance: High

Happy Tuesday Dennis Francis –

I hope this message finds you well and in good spirit.

It was a pleasure speaking with you again. As discussed, the address noted on the special event application is NOT located in the City of South Fulton.

After speaking, you advised the “cycling” event will “go thru” South Fulton. Please revise/ update your application to reflect specific and accurate details and date of the event.

If you plan to congregate at any specific location in the City of South Fulton > 30 minutes, please include that information – a property’s owner’s affidavit will be required, and administrative permit(s) may be warranted.

Lastly, the following items are missing and required:

➤ Please provide a layout for route:

- Please highlight and identify the route within the City of South Fulton’s jurisdiction.
- Include a Traffic Control Plan and Security/ Emergency response plan.
 - Please show your activities will not impede ems/ pd services if needed nor interfere with the flow of traffic or public right of ways)
 - Please indicate your team will have someone designated for first aide/ certified to administer CPR on-site/identify water stations/ as needed. To request a FSO please contact crr@cityofsouthfultonga.gov or [@Donna Dingler](#)
 - Please include the number officers that will be present for traffic control/ public safety (provide the pd/ security contact information. If you will utilize CoSF PD and need assistance, contact Captain [@Brendan O'Neil](#))

➤ Please provide a COI (certificate of insurance) as applicable.

- Statutory Workers' Compensation Insurance
- Employers Liability: Bodily Injury by Accident - \$500,000 each accident/ Bodily Injury by Disease - \$500,000 policy limit/ Bodily Injury by Disease - \$500,000 each employee
- Commercial General Liability Insurance: \$1,000,000 limit of liability per occurrence for bodily injury and property damage

- Auto Liability Insurance: \$1,000,000 limit of liability per occurrence for bodily injury and property damage/ Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles/ Additional Insured Endorsement/ Contractual Liability.

FYI – The City of South Fulton should be shown as an additional insured on General Liability and Auto Liability policies and noted accordingly on the Certificate of Insurance. (see screenshot).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is re The certificate holder is named as an Additional Insured but solely as respects to claims arising out of operations of the Named Insured and is Loss Payee for rented property as their interests may appear.	
CERTIFICATE HOLDER City of South Fulton 5440 Fulton Industrial Blvd. South Fulton GA 30336	CANCELLATION SHOULD ANY OF THE ABOVE EXPIRATION DATE ACCORDANCE WITH THE POLICY AUTHORIZED REPRESENTATIVE

We respectfully request ALL missing items by COB 08/11/2023. Feel free to reach out if you have additional questions. I appreciate you – your patience.

Thank you for choosing the City of South Fulton!!!

Respectfully –



Latrisa Mosley | Development Service Mgr., Community Development & Regulatory Affairs

City of South Fulton | 5440 Fulton Industrial Blvd. SW, South Fulton, GA 30336

470.809.7212 | latrisa.mosley@cityofsouthfultonga.gov

Connect with us. [Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [SouthFultonMonthly](#)

From: One Love Century, Inc. <onelovecentury100@gmail.com>

Sent: Friday, July 28, 2023 7:25 PM

To: Latrisa Mosley <latrisa.mosley@cityofsouthfultonga.gov>; Marissa Jackson <marissa.jackson@cityofsouthfultonga.gov>

Subject: Re: One Love Century 2023 Special Event Permit Application

You don't often get email from onelovecentury100@gmail.com. [Learn why this is important](#)

Ms. Mosely,

Attached please find a special event permit application for a cycling event through South Fulton on 9/2/23. Please let me know if you have any additional questions.

On Tue, Aug 16, 2022 at 2:05 PM One Love Century, Inc. <onelovecentury100@gmail.com> wrote:

Ms. Mosley,



APPLICANT'S CHECKLIST

All applications must be complete and signed by applicant.
Applications are due at least thirty (30) working days in
advance - \$75 application fee.

APPLICANT'S INFORMATION

Name: DENNIS C. FRANCIS E-mail: [REDACTED]

Address: [REDACTED]

Phone#/Fax: [REDACTED]

24-Hour Emergency Contact Number: _____

ORGANIZATION INFORMATION

Organization Name: ONE LOVE CENTURY, INC.

Address: [REDACTED]

Person(s) Responsible: DENNIS C. FRANCIS

Address: SAME

Phone#/Fax#: _____

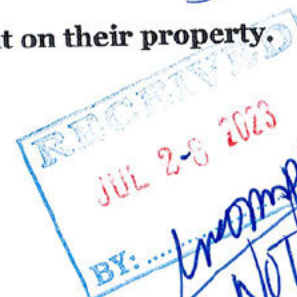
EVENT DETAILS

Beginning Date: 9/1/23 Ending Date: 9/2/23

Start Time(s): 6:00am End Time(s): 5pm

Exact Location: 6905 VIRGIN B. SMITH RD, FAIRBURN, GA

Is the event's location owned by the applicant? ☐ Yes ☒ No
If no, please attached property owner's authorization to hold event on their property.



08/01/2023 - called No Answer 8/8/2023 - Text message
08/04/2023 - No Answer

Description of
Activities to occur: CHARITY CYCLING EVENT

Participants expected: 1700 +

Purpose of Event: FUNDRAISING EVENT FOR YOUTH CYCLING CHARITIES

Will any public facilities or equipment be requested? ☒ No ☐ Yes If yes, please describe below:

Will this event involve the usage of any Georgia Department of Transportation roads/highways?
☒ No ☐ Yes If yes, please describe below and attach authorizations:

Does the Fulton County Health Department possess jurisdiction over the event? ☒ No ☐ Yes If yes, please describe below and attach authorizations:

Will any tents be erected in association with this special event? ☒ No ☐ Yes If yes, include a Tent application with your submittal.

Will any temporary signage be used in association with this special event? ☒ No ☐ Yes If yes, include a sign permit application with your submittal.

Will alcohol be served? ☒ No ☐ Yes If yes, please specify the name of the business with the Alcoholic Beverage License that will serve alcoholic beverages at your event. An additional fee of \$50 will be required if alcohol will be served or sold.

Name of Business
serving alcoholic
beverages: _____

Issuing
Authority and
License #: _____

Will this event include a Parade? ☒ No ☐ Yes

If yes, answer the following:

Staging Area Location: _____

Arrival Time at
Staging Area: _____

Parade Start
Time: _____

Map of exact route of parade including starting and termination points is attached. ☐ No ☐ Yes



GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 8:20 p.m. Second Read And Request Approval Of An Ordinance To Amend The City Of South Fulton Code Of Ordinances By Amending Title 6 – Health And Sanitation For The Purpose Of Updating The City’s Smoke-Free Air Ordinance

DATE: August 22, 2023

SUBJECT: 8:20 p.m. Second Read And Request Approval Of An Ordinance To Amend The City Of South Fulton Code Of Ordinances By Amending Title 6 – Health And Sanitation For The Purpose Of Updating The City’s Smoke-Free Air Ordinance

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance - Smoke-Free Air Amendment (1)	Cover Memo	8/19/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON CODE OF ORDINANCES BY AMENDING TITLE 6 – HEALTH AND SANITATION FOR THE PURPOSE OF UPDATING THE CITY’S SMOKE-FREE AIR ORDINANCE; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Willis)

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, various amendments to the code of ordinances are necessary for the efficient and productive operation of the Community Development and Regulatory Affairs Department, as well as the South Fulton Planning Commission and Zoning Board of Appeals; 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. To amend Title 6 (Health and Sanitation), Chapter 1 (Smoke-Free Air), Section 6-1012 (Where smoking is not regulated), subsection (d), to read as follows:

“Sec. 6-1012. Where smoking is not regulated.

(d) Cigar bars, which shall be defined for purposes of this section as an establishment licensed by the City to operate as a tobacco business, and/or with a pending application with the City for a license to operate as a tobacco business, as of ~~November 1, 2020~~ **August 1, 2023**. A cigar bar meeting this exception must not allow patrons or employees who are under age 21 during any operational hours that smoking is permitted on the premises. This exemption shall be nontransferable and shall expire automatically should the establishment at any time cease operations for more than 30 days, change ownership or cease to allow smoking on the premises for a period of more than 30 days.

Section 2. Amendments are shown with ~~striketrough~~ to denote text to be deleted and **bold underline** to denote text to be added. Where new sections or paragraphs are added that change the numbering of existing sections or paragraphs, all references throughout the Ordinance will be

updated accordingly.

Section 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

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Section 13-3007 Cooking Coil Devices CAO_	Cover Memo	8/22/2023

STATE OF GEORGIA

COUNTY OF FULTON

CITY OF SOUTH FULTON

ORD2023-_____

AN ORDINANCE TO AMEND TITLE 13 FIRE PROTECTION AND PREVENTION CHAPTER 3 FIRE PREVENTION CODE AND SAFETY STANDARDS OF THE CODE OF ORDINANCES, CITY OF SOUTH FULTON, GA TO ADD SECTION 13-3007 ELECTRIC COIL COOKING DEVICES AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the City of South Fulton is authorized by the Georgia Constitution of 1983, including, without limitation, Article IX, Section II, Paragraph VI thereof, to create special service districts for the provision of the services within such districts, and to levy and collect within such districts fees and assessments to pay, wholly or partially, the cost of providing such services therein.

WHEREAS, the City of South Fulton, Georgia, is authorized by its Charter to fix and establish fire protection service area limits and to extend, enlarge or restrict same from time to time to ensure effective delivery of such services.

WHEREAS, in promulgating the provisions contained in this article, the City of South Fulton is acting pursuant to its authority as granted by the Georgia Constitution, and the laws of the State of Georgia and its City Charter, to provide fire protection and emergency management services to all properties within the city's service area. Fire protection and emergency management services are needed and provide benefits to all properties within the city's service area. For the purposes of this article, fire protection services shall be inclusive of emergency management services.

WHEREAS, the fire protection needs of the city include, but are not limited to, protection of the public health, safety, and welfare of the community. Provision of fire protection services renders and/or results in both a service and a benefit to all properties, property owners, citizens, and residents of the city.

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

Section 1. The Code of Ordinances, City of South Fulton, Georgia, Title 13, Fire Protection and Prevention, Chapter 3 Fire Prevention and Safety Standards is hereby amended to add the following:

TITLE 13 – FIRE PROTECTION AND PREVENTION

Chapter 3. FIRE PREVENTION CODE AND SAFETY STANDARDS

Sec. 13-3007. Purpose.

- (1) This article establishes the provisions pertaining to electric coil cooking devices, to promote public health, safety, and welfare, and for other purposes.
- (2) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection:
 - a. Apartment building shall mean a building or portion thereof containing three (3) or more dwelling units with independent cooking and bathroom facilities.
 - b. Electric coil devices shall mean a cooking device that utilizes a coil for the cooking heat source. This term shall include free-standing and built-in ranges, “drop-in” type countertop cooktops, and hot plates.
 - c. High-end heat limiting technology shall mean a device that is hard-wired into the electric coil range (tamper proof) that limits the high-end cooking temperature to a safe level so as to prevent auto-ignition of common cooking and household materials.
 - d. Nursing home shall mean a building or portion of a building used on a 24-hour basis for the housing and nursing care of four (4) or more persons who, because of mental or physical incapacity, might be unable to provide for their own needs and safety without the assistance of another person.
 - e. Residential board and care occupancy shall mean a building or portion thereof that is used for lodging and boarding of four (4) or more residents, not related by blood or marriage to the owners or operators, for the purpose of providing personal care services. This term shall include, but shall not be limited to, the following types of facilities:
 - i. Facilities containing group housing arrangements for physically or mentally handicapped persons who normally attend school in the community, attend worship in the community or otherwise use community facilities.
 - ii. Facilities containing group housing arrangements for physically or mentally handicapped persons who are undergoing training in preparation for independent living, for paid employment, or for other normal community activities.
 - iii. Facilities containing group housing arrangements for the elderly that provide personal care services but that do not provide nursing care.

- iv. Facilities for social rehabilitation, alcoholism, drug abuse, or mental health problems that contain a group housing arrangement and that provide personal care services but do not provide acute care.
 - v. Assisted living facilities.
 - f. Tax-supported housing shall mean any housing that is initially constructed by, and/or rent-subsidized by the taxpayers for the purpose of providing affordable housing for the at-need citizens within the jurisdiction of the City. This term shall also include privately owned rental properties for which the rent is subsidized by the taxpayers.
- (3) All-electric coil cooking devices purchased for the purpose of replacement in existing apartment buildings, nursing homes, tax-supported housing, or facilities used for residential board and care occupancy or purchased as standard equipment in new apartment buildings, nursing homes, tax-supported housing, or facilities used for residential board and care occupancy shall be equipped with listed and energy-efficient approved high-end heat limiting technology.
- (4) By December 31, 2025, all electric coil cooking devices installed in any new or existing apartment building, nursing home, tax-supported housing, or facility used for residential board and care occupancy shall be equipped with energy-efficient listed and approved high-end heat limiting technology.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Office of the City Auditor Reporting Change Final (1)	Cover Memo	8/19/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

AN ORDINANCE TO AMEND SECTION 4.16, INTERNAL AUDITOR OF THE CITY OF SOUTH FULTON CHARTER; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Rowell)

WHEREAS, the City Council is authorized pursuant to O.C.G.A. § 36-35-3 and other applicable laws to amend the City Charter; 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 desires to amend its Charter through this Ordinance to modify the reporting structure of the Internal Auditor position.

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

Section 1. The City of South Fulton Charter, Section 4.16, Internal Auditor, is hereby amended as follows:

Sec. 4.14 – INTERNAL AUDITOR

a) There is hereby created a financial administrative unit of the City to be known as Office of Internal Audit. The head of this unit shall be designated as the Internal Auditor (Director). The Director shall be independent of the other departments of the City and shall only be directly accountable to the City Manager for work performed.

b) Appointment Of Director: The Director shall be appointed by the City Manager and meet the following qualifications:

- 1. Bachelor's Degree from a four-year college or university in Accounting or related field (MBA Preferred); Licensed as a Certificated Public Accountant (CPA); Certification issued by The Institute of Internal Auditors as a Certificated Internal Auditor (CIA) and Certification issued by the Association of Certified Fraud Examiners (CFE) preferred.**
- 2. Five or more years of internal audit experience in a public sector organization, or any combination of education, training and experience**

which provide the required knowledge, skills and abilities to perform the essential functions of the job.

~~e) Removal of Director: The Director may not be removed from office except for misconduct, inefficiency, incompetence, inability or failure to perform the duties of such office or negligence in the performance of such duties. In such cases that warrant removal from office, said removal shall be accomplished only by a resolution adopted in public hearing by a vote of no less than five (5) members of the City Council; nothing contained herein shall prevent the Council from eliminating the Office of the Director by the normal ordinance process, which action shall not be considered a removal for cause, but simply a change in policy by the City.~~

h) Reporting to Council

1. **Required: The Director shall report to the City Manager all findings and reports upon the completion of all assignments.**
2. **Quarterly Summary to City Council: The Director shall provide a quarterly summary to the City Manager of all activities conducted by the auditor or his or her office.**
3. **Report Of Activities: The Director shall report any or all activities conducted by the Director upon the request of the City Manager at any time.**
4. **Quarterly Report to Public: The Director shall report quarterly to the public all activities, as allowed by law, conducted by the Director.**

Section 2. Amendments are shown with strikethrough to denote text to be deleted and **bold underline** to denote text to be updated. Where new sections or paragraphs are added that change the numbering of existing sections or paragraphs, all references throughout the Ordinance will be updated accordingly.

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

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

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity,

unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 4. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 5. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 6. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 8:35 p.m. Second Read And Request Approval Of An Ordinance To Amend Section 4.11, Boards, Of The City Of South Fulton Charter

DATE: August 22, 2023

SUBJECT: 8:35 p.m. Second Read And Request Approval Of An Ordinance To Amend Section 4.11, Boards, Of The City Of South Fulton Charter

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Boards Trained in Roberts Rule	Cover Memo	8/19/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

AN ORDINANCE AMENDING SECTION 4.11, BOARDS, OF THE CITY OF SOUTH FULTON CHARTER; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Pritchett)

WHEREAS, the City Council is authorized pursuant to O.C.G.A. § 36-35-3 and other applicable laws to amend the City Charter; and

WHEREAS, the City desires to amend its Charter through this Ordinance to require all members of boards, commissions, authorities and committees of the City to be trained in Roberts Rule of Order as a condition of service.

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

Section 1. The City of South Fulton Charter, Section 4.11, Boards, is hereby amended by adding the following:

(i) No member of any board, commission, authority or committee of the City shall serve without first being trained in Robert's Rules of Order. The Clerk shall coordinate such training prior to any members beginning a term and yearly thereafter.

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

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance - Public Art Fund	Cover Memo	8/19/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 8:45 p.m. Request Approval Of A Resolution To Adopt And Approve The City Tree And Flower

DATE: August 22, 2023

SUBJECT: 8:45 p.m. Request Approval Of A Resolution To Adopt And Approve The City Tree And Flower

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Resolution to adopt and Approve City Tree and Flower	Cover Memo	8/19/2023

**A RESOLUTION TO ADOPT AND APPROVE THE CITY TREE AND FLOWER; AND
FOR OTHER LAWFUL PURPOSES**

**(Sponsored by Councilmembers: Catherine Rowell, Carmalitha Gumbs
and Natasha Williams)**

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

WHEREAS, City Council has authority to adopt and provide for the execution of such ordinances, resolutions, rules and regulations consistent with the Charter, Constitution and laws of the State of Georgia; and

WHEREAS, on August 18, 1916, the State of Georgia General Assembly adopted the Cherokee Rose (*Rosa laevigata*) as the state flower; and

WHEREAS, In 1937, the live oak was adopted as the official tree of the State of Georgia; and

WHEREAS, the City Council finds it desirous and fitting to establish a city flower and tree to add diversity to the streetscape and the aesthetics of our city; and

WHEREAS, any additions to the natural features of land to make it more attractive, by adding ground cover, flowers, shrubs and trees to the natural environment is beneficial and encouraged; and

WHEREAS, promoting native plants and establishing a signature tree and plant palette for the city helps to uniquely identify the city and to encourage residents to plant and cultivate them; and

WHEREAS, adoption of a city tree and flower will improve and provide for additional visual buffering and enhanced beautification throughout the city; and

WHEREAS, this Resolution is in the best interests of the general welfare of the City, its residents, and citizens.

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES
as follows:

Section 1. It is hereby declared to be the intention of the Mayor and City Council to adopt and designate the "Tea Rose" as the City flower and the "Native Flowering Peach Corinthian Pink Tree" as the official City tree.

Section 2. (a) All sections, paragraphs, sentences, clauses, and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable, and constitutional.

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

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 4. All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

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

DATE: August 22, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ord2023 Ordinance to Amend Time for All Meetings to Begin vdh edits (081823)	Cover Memo	8/19/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

AN ORDINANCE TO AMEND TITLE 1, ADMINISTRATION, CHAPTER 3 - MAYOR AND COUNCIL, OF THE CITY OF SOUTH FULTON CODE OF ORDINANCES, FOR THE PURPOSE OF AMENDING SECTION 1-3001 – TIME, PLACE FOR MEETINGS; OPEN MEETINGS; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, City Council has authority to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations consistent with the Charter, Constitution, and laws of the State of Georgia; and

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

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

Section 1. That Title 1, Administration, Chapter 3, Mayor and Council, Sec. 1-3001 (Time, Place for Meetings; Open Meetings) of the City of South Fulton Code of Ordinances which currently reads as follows:

“Sec. 1-3001. Time, Place for Meetings; Open Meetings.

(a) Unless otherwise noted by the council, all meetings of the council shall be held at: 7:00 p.m. In the event that there is no quorum present at the scheduled starting time for that meeting, the mayor shall wait 30 minutes to see whether a quorum will be present. If a quorum is not obtained after this waiting period, the mayor shall adjourn the meeting and readvertise it in accordance with state law. Meetings are held at 7:00 p.m. on the second and fourth Tuesday of each month unless special circumstances dictate a different meeting date, time, or place. In the event that special circumstances dictate a different meeting date, time, or place, the public shall be duly notified in accordance with O.C.G.A. § 50-14-1 et seq., the Georgia Open Meetings Act. The council holds regularly scheduled work sessions commencing at 5:00 p.m. on the second and fourth Tuesdays of each month.

(b) All meetings of the council shall be held in accordance with O.C.G.A. § 50-14-1 et seq., the Georgia Open Meetings Act. The public shall be granted access to all meetings at all times except closed executive sessions. The law states that where a quorum of the governing authority or agency thereof are present, and where official action is to be discussed or taken, the meetings must be open, and the public granted access.”

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

“Sec. 1-3001. Time, Place for Meetings; Open Meetings.

(a) Unless otherwise noted by the council, all meetings of the council will begin at 4:00 p.m. In the event that there is no quorum present at the scheduled starting time for that meeting, the mayor shall wait 30 minutes to see whether a quorum will be present. If a quorum is not obtained after this waiting period, the mayor shall adjourn the meeting and readvertise it in accordance with state law. Meetings are held at 4:00 p.m. on the second and fourth Tuesday of each month unless special circumstances dictate a different meeting date, time, or place. In the event that special circumstances dictate a different meeting date, time, or place, the public shall be duly notified in accordance with O.C.G.A. § 50-14-1 et seq., the Georgia Open Meetings Act. ~~The council holds regularly scheduled work sessions commencing at 5:00 p.m. on the second and fourth Tuesdays of each month.~~

(b) All meetings of the council shall be held in accordance with O.C.G.A. § 50-14-1 et seq., the Georgia Open Meetings Act. The public shall be granted access to all meetings at all times except closed executive sessions. The law states that where a quorum of the governing authority or agency thereof are present, and where official action is to be discussed or taken, the meetings must be open, and the public granted access.

(c) Except as provided in the Charter as it relates to the reoccurring meetings on the second and fourth Tuesday of each month and a minimum of one regular meeting be held each month, all other subsequent amendments and/or changes to the time of the meetings, place(s) and/or the number of work sessions or other meetings may be accomplished through resolution.”

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

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

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

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise

unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

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

Section 5. All ordinances or parts thereof that are in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 6. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 8:55 p.m. Request Approval of Revised Purchasing Card Policy and Travel Policy

DATE: August 22, 2023

SUBJECT: 8:55 p.m. Request Approval of Revised Purchasing Card Policy and Travel Policy

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Resolution to adopt Purchasing Card and Credit Card Policy	Cover Memo	8/22/2023
PCard Policy Draft v1 8.17.2023	Cover Memo	8/22/2023
Res2023 Resolution to adopt City Travel Policy	Cover Memo	8/22/2023
Travel Policy v4 8.17.2023	Cover Memo	8/22/2023

A RESOLUTION APPROVING THE IMPLEMENTATION OF THE CITY OF SOUTH FULTON'S PURCHASING CARD AND CITY CREDIT CARD POLICY; AND FOR OTHER LAWFUL 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 City Council ("City Council"); and

WHEREAS, the City Council has authority to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations, not inconsistent with the Charter, the Constitution and the laws of the State of Georgia; and

WHEREAS, the City Council desires to adopt a Purchasing Card and City Credit Card Policy for all City employees, including elected and appointed employees; and

WHEREAS, the City Council desires to adopt such Purchasing Card and Credit Card Policies by way of this Resolution; and

WHEREAS, this Resolution is in the best interests of the health and general welfare of the City, its residents and general public.

NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES:

Section 1. The Purchasing Card and City Credit Card Policy which is attached hereto as Exhibit "A" to this resolution is hereby adopted by 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 Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

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

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

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 4. All Resolutions and parts of Resolutions in conflict herewith are hereby expressly repealed.

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

[signatures and voting tabulations appear on the following page]

PURCHASING CARD AND CITY CREDIT CARD POLICY (DRAFT 8/16/23)

PURPOSE

The purpose of this policy is to set requirements and standards for the City of South Fulton Purchasing Card Program. The policy is not intended to replace current State of Georgia statutes but is intended to comply with such state laws and establish more efficient guidelines for employees using such purchasing cards. At no time should a city issued purchasing card or credit card be used for personal purchases regardless of the circumstances. Utilizing the purchasing card or credit card for personal use or for any item or service not directly related to such employee's public duty may result in disciplinary action including, but not limited to, felony criminal prosecution. All purchases utilizing a city purchasing card or city credit card must be in accordance with these guidelines and with state law.

SCOPE

This purchasing card policy, as set forth under all applicable state laws, authorizes the use of city purchasing and credit cards by the positions named below who shall abide by all applicable local, state and federal laws concerning such use:

1. Mayor and City Council.
2. Appointed Positions.
3. Full-time employees.

PROGRAM OVERVIEW

The City of South Fulton, Georgia ("City") Purchasing Card (P-Card) program streamlines payments for goods and services for City business use by eliminating the administrative burdens and costs associated with traditional methods of payment. Per City Ordinance, the P-Card may be used as the method of payment for unplanned, non-routine, or urgent point of sale purchases. Point of sale transactions include purchases made at a physical store, in person, online, or over the phone. The roles and responsibilities addressed in this Policy pertain exclusively to city and its Program participants, unless city otherwise authorizes in writing.

PROGRAM PARTICIPATION

The city facilitates the Purchasing Card Program (Program) because it is an efficient method of purchasing and paying for goods and services for official city business use within established limits. The Program reduces the number of purchase orders and vouchers issued, thereby enhancing efficiency and cost-cutting measures for the city.

PROGRAM COMPLIANCE

This Policy establishes internal policies and procedures for all City Program participants to ensure compliance with all applicable procurement laws and regulations as defined in the Procurement Ordinance, and the City's Procurement Policy.

P-CARD ISSUANCE

Department Directors are primarily responsible for identifying employees whose job duties require frequent/routine procurement transactions for the purpose of issuing a P-Card. Requests for P-Cards must be submitted on the P-Card Application and be approved.

A list of all new P-Cards issued within the month shall be submitted on the last business day of the month to the City Manager and Internal Auditor along with the limits assigned.

CARDHOLDER TRAINING

Approved applications are entered on the 1st of each month to be followed up with Cardholder training prior to the issuance of the P-cards. Acknowledgment agreement and understanding of policies and procedures of the P-Card program must be successfully completed. Employees may be required to attend additional training as identified by the Chief Financial Officer or Purchasing Director.

P-CARD ACTIVATION

Prior to the initial use of the P-Card, the cardholder must activate the card. Activation procedures are provided at the mandatory Cardholder training. If the P-Card has not been picked up from the Program Administrator after thirty (30) days from the date of notification that the P-Card is ready for pick-up, the P-Card may be cancelled, and a new application may be required. It is the sole responsibility of the Cardholder to set the PIN as well as maintain the PIN if one is required.

MONTHLY SPENDING LIMITS

Position	Monthly Limit
Mayor & Council	\$10,000
City Manager	\$25,000
Purchasing Director	\$25,000

Chief Financial Officer	\$25,000
City Clerk/City Attorney	\$10,000
Deputy/Assistant City Manager	\$10,000
Directors	\$10,000
Employees Level 1	\$10,000
Employees Level 2	\$5,000
Employee Level 3	\$2,500

1. Employee Level 1 – Has responsibilities within a department for ordering supplies or coordinating training, travel, testing for employees beyond themselves.
2. Employee Level 2 – Has responsibilities within a department where a higher level of responsibility is required, travels frequently for business purposes or may be required to make emergency purchases.
3. Employee Level 3 – Has general responsibilities that may require the need for a purchase card.

SPENDING CONTROLS AND LIMITS

1. **Travel Expenses:** Travel expenses using the P-Card must align to the City's Travel Policy and Federal GSA regulations when Federal reimbursement as applicable. Refer to City's travel policy.
2. **Split Transactions:** Purchases will not be split into multiple transactions for the purpose of circumventing Purchasing Policy and State Government Code thresholds.
3. **Use Fee:** The City will not pay additional credit card use fees. A purchase order will be issued for on-going services and memberships (when applicable). The employee will be required to obtain written authorization from the Purchasing Director and City Manager for any exceptions.
4. **Temporary Increase:** All temporary limit increases requests will be reviewed on a case-by-case basis. P-Card limit increases are to be submitted on the Temporary Increase Request form to the P-Card Administrator. The form requires Department Director signature and approval by the Purchasing Director. The Cardholder and supervisor will be notified of approval. At the end of the timeframe, spending controls will revert back to their original limits. Increases

requested by an elected official or appointed position will require two signatures from the 1) City Manager, and 2) Finance Director.

5. **Credit Limit Increases:** All P-Cards have a per cycle credit limit. Cycle limits will reset on the 1st of each month. All cycle limit requests that exceed the standard cycle limit set to the card MUST be accompanied with an explanation detailing the need and authorized by the Cardholder's Department Director or when applicable the City Manager.
6. **Inactivity:** If a P-Card shows no activity for six (6) months, transaction limits will be reduced to \$1,000 and the Cardholder will be notified. If a P-Card shows no activity for twelve (12) months, the P-Card may be closed. If a Cardholder has an extended absence from work or placed on disciplinary suspension or FMLA, the Cardholder or Cardholder's supervisor will contact the Program Administrator so that a temporary suspension is applied to the P-card.
7. **Tax Exempt:** All purchases made with the P-Card are exempt from State of Georgia sales tax. The Cardholder will inform the Vendor of the city's tax exempt status prior to placing an order. Sales tax cannot be resolved through the financial institution as this is a request conducted with the vendor. A copy of the Sales Tax Exemption Certificate is available from the Finance Department. Exceptions shall be made for individual meals and airfare purchases or minor purchases under \$20 when traveling outside of the city limits.
8. **Lost Receipts:** If a credit card receipt has been lost, the Missing Card Receipt form must be completed by the Cardholder detailing the transaction, the Vendor, and the amount. After obtaining the Department Director's signature, submit the completed form to the Program Administrator. To avoid lost receipts employees are encouraged to take a picture of receipts at the time of the purchase as a backup. All lost receipts in an amount greater than \$500 shall be reported to the City Manager within two (2) business days.
9. **Accidental Personal Use:** If a personal charge is made, a Reimbursement Memo will be completed by the Cardholder. The memo will be signed by the Department Director and submitted to the Program Administrator with reimbursement check made payable to the City of South Fulton within two (2) business days from discovering the mistake. The P-Card shall be suspended for a minimum of thirty (30) days for employees making two (2) accidental purchases within a 120-day period. The city reserves the right to deduct personal purchases through payroll deductions in accordance with all applicable laws and regulations. Accidental purchases not brought to the attention of the Program Administrator by the Cardholder may be considered as fraudulent and subject to other disciplinary actions.
10. **State of Emergency:** The City Manager and the Purchasing Director along with other key positions maintain a higher transaction limit for use in situations during a declared disaster or state of emergency. The City Manager will determine which additional card limits may be increased during such emergency situations.

GROUP MEAL EXPENSES

The City requires **pre**-approval for any item in this category before the P-Card is used by cardholders. All of the supporting documents shall be submitted with the payment request to document purchase card expenditures.

P-Card expenses will require approval by the City Manager, Deputy/Assistant City Manager, or designee for the following areas:

1. Internal employee programs (such as training) which include food, beverages, snacks, etc., that in total would exceed \$200 or \$20 per person attending the program. This provision may also include intra-departmental meetings or training sessions, where the meeting or training session continues during the meal period and the employees are not permitted to leave the premises of the meeting site.
2. Professional milestones, holiday and end-of-year events, and other lawful events that do not violate gratuity policies.
3. Food purchases and reimbursements for group meals that include the public.
4. Catering to support a city event and/or other official City business.

REQUIRED DOCUMENTATION FOR APPROVED MEALS

Payment will be authorized for the actual cost of meals for business meetings or training sessions where attendance is advantageous to the city. Food purchased by the city in conjunction with its official business or for City events must include an itemized receipt along with documentation showing the purpose of the business being conducted, and a list of attendees and affiliation. Meals should be appropriate and consistent with the maintenance of a reasonable allowance.

Exceptions to these guidelines must be pre-approved by the City Manager.

ALLOWABLE PURCHASES

P-Cards may be used to purchase any good or service for immediate use not prohibited by law, this policy, or other policies approved by the City Manager and/or City Council. The total purchase with a P-Card will not exceed the limits established for that card.

Examples of allowable purchases include but are not limited to:

1. Point of sale/single vendor purchases as allowable by individual P-Card limits.
2. Expenditures to City Business Accounts such as Amazon, Staples, Office Depot, and Sam's Club.

3. Travel expenses, which must align with the City's Travel Policy.
4. Professional dues and subscriptions.
5. Supplies and general items that do not require a purchase order or requisition.
6. Registrations for conferences, workshops, and training.
7. Emergency purchases for life safety.
8. Rental equipment that does not require a purchase order or requisition.
9. Food/Meals within a program budget and documented for the public benefit.
10. Food/Meals for approved business travel in conjunction with training, workshops, and conferences when per diem does not apply.

PROHIBITED PURCHASES

The P-Card will not be used for the following expenditures:

1. Personal non-business expenditures.
2. Unbudgeted items.
3. Cash advances, refunds, and gift cards/certificates.
4. PayPal, Cash App, Venmo, Zelle, or similar money transfer services.
5. Items that circumvent a purchase order or requisition process.
6. Donations, political contributions, raffles, or sponsorships.
7. Transactions greater than Cardholder's limit, unless prior written approval is obtained.
8. Sales tax, except in cases where State law does not exempt local governments from hotel tax and meals. (Note: Sales tax of any kind is not reimbursable by federally funded programs.)
9. Consulting or professional services.
10. Computer/technology equipment (except small items such as keyboards, mice, USB, etc.).
11. Software, licenses, and maintenance (Exception for the Information Technology Department in accordance with the Purchasing Policy).
12. To pay for the labor of temporary personnel.
13. Maintenance agreements/warranties.
14. Alcoholic beverages.
15. Individual meals or beverages not associated with approved travel.
16. Fuel not associated with approved travel.
17. Tobacco or related items.
18. Entertainment. Any entertainment for city employee engagement, appreciation, or recognition events shall be approved in advance (i.e. external award banquet or training excursion)
19. City funds are not to be expended on events, milestones, parties, or celebrations that are primarily personal in nature, where employees may choose to acknowledge or celebrate with other employees. These types of occasional short department celebrations are permitted, but the use of City funds is not allowed.

20. Other purchases are specifically excluded in other city policies, state, or federal law.

EXEMPTIONS/WAIVERS

On a case-by-case basis, City Manager or Deputy City Manager may approve certain exceptions to the list of allowable and disallowable purchases, dependent upon specific City business requirements. Cardholders **MUST** obtain **PRIOR** written approval prior to the purchase.

The exception request must state the reason, including the date of the event, the nature of the event, and, if applicable, the names of the participants at the event. The request must be submitted to the Program Administrator a minimum of two (2) business days **PRIOR** to the intended purchase date for final approval. The waiver request **MUST** be signed by the Cardholder, the Department Director, and the Purchasing Director. A waiver request must be submitted for each event. There are no “blanket” waivers.

PUBLIC INSPECTION

In accordance with applicable State of Georgia laws, any documents related to purchases using city purchasing cards or city credit cards shall be available for public inspection.

ADMINISTRATION

The city hereby designates the Chief Financial Officer, in coordination with procurement guidelines, as the program administrator of city purchasing and credit cards. The finance department shall issue such cards receive and review monthly credit card statements, reconcile and inform the Chief Financial Officer of any discrepancies. The Chief Financial Officer shall act on reported findings. In addition, the Chief Financial Officer and Procurement Department shall:

1. Serve as a liaison between the city's cardholders and the issuers of such cards;
2. Maintain all credit card statements and records;
3. Provide instruction, training, and assistance to cardholders;
4. Secure all cardholder information;
5. Keep cardholders up-to-date on new or changing information;
6. Upon receipt of information indicating fraudulent use or lost/stolen cards immediately report it to appropriate parties, including the issuer;
7. Ensure all card accounts are being utilized properly as set forth by local, state and federal law;
8. Enforce the city's policy and procedures for proper documentation and storage of receipts, logs, and approvals required under this policy;
9. Identify any changes to named persons authorized to use a city purchasing or credit card;
10. Perform any other duties assigned by the city or chief financial officer in complying with local state and federal law.

ACCOUNTING AND AUDITING

The Chief Financial Officer and/or the Internal Auditor, or designee in an effort to ensure compliance with city policy and state law, will conduct monthly reviews and audits of all city purchasing card or city credit card transactions. The review is designed to ensure compliance, identify non-compliance issues and misuse, and through corrective measures assist the city with improving compliance. The monthly review and audit should happen within 15 days of the start of each month. After completing the monthly audit the administrator shall notify cardholders of any violations or questions the chief financial officer has noted that occurred within that previous month. Depending on the severity of the violation, the internal auditor may recommend to the chief financial officer to suspend or revoke the use of the city purchasing card or city credit card after notification to the cardholder and to the city manager. Any unresolved violations should be reported to the City Manager, Internal Auditor, and City Attorney in writing immediately.

All cardholders are responsible for completing transactions in the designated accounting system and uploading receipts within three (3) working days. Procedures will be provided by the Purchasing Director and will supplement this policy.

EMPLOYEE TERMINATION

The city purchasing card or city credit card shall be revoked whenever a cardholder's employment ends with the city. It shall be the responsibility of the employee's immediate supervisor to retrieve the P-Card. The HR Department shall confirm with the supervisor that the P-Card has been retrieved during the termination process.

MISUSE/FRAUD/ABUSE

The P-Card is for official city business only, must have a public purpose, and must support the core values of the City of South Fulton. Purchases shall never be used for unauthorized personal transactions. Improper use, or abuse may result in suspension of the P-Card and/or disciplinary action consistent with City Human Resources Policy.

1. **Repayment:** Employee will be required to repay the City of South Fulton for any unauthorized transaction made by the employee within two (2) business days from notification.
2. **Fraud or Illegal Activity:** A P-Card may be suspended or terminated if Cardholder is suspected of fraud, theft, or illegal activity. The chief financial officer or internal auditor shall notify the Police and HR Department in writing of any

suspected fraud or illegal activities. The cardholder shall be notified by the HR department of any pending investigations into the allegations.

3. ***Reporting Violations:*** Any employee having knowledge of violations of this policy and procedure governing the use of the P-Card must immediately report such activity to the appropriate Department Director or City Manager. If the violation is suspected against the City Manager or any elected official, the violation shall be reported to the City Attorney.
4. ***Violations:*** The use of a city purchasing card or city credit card may be suspended or revoked when the Chief Financial Officer, after consultation with the City Attorney, determines that the cardholder has violated the approved policies or state law regarding the use of the city purchasing card or city issued credit card.
5. ***Removal for other causes:*** The City Manager or designee may suspend the use of any P-Card within their chain of command due to an investigation or at the sole discretion due to the assigned duties of the employee.

A RESOLUTION APPROVING THE IMPLEMENTATION OF THE CITY OF SOUTH FULTON'S TRAVEL POLICY; AND FOR OTHER LAWFUL 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 City Council ("City Council"); and

WHEREAS, the City Council has authority to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations, not inconsistent with the Charter, the Constitution, and the laws of the State of Georgia; and

WHEREAS, the City Council desires to adopt a Travel Policy for all City employees, including elected and appointed employees; and

WHEREAS, the City Council desires to adopt such Travel Policies by way of this Resolution; and

WHEREAS, this Resolution is in the best interests of the health and general welfare of the City, its residents and general public.

NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES:

Section 1. The Travel Policy which is attached hereto as Exhibit "A" to this resolution is hereby adopted by 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 Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

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

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

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 4. All Resolutions and parts of Resolutions in conflict herewith are hereby expressly repealed.

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

[signatures and voting tabulations appear on the following page]

I. Purpose

All associated travel, whether in-state or out-of-state, shall fall under this policy. When employees, appointed committees/boards, or elected officials of the City are required to travel on official business for meetings, conferences, and training programs, the City shall pay reasonable amounts for transportation, meals, lodging, and miscellaneous approved expenses. Education and training opportunities shall be considered on the basis of merit to the City and allocated resources.

II. Provisions

- A. All business travel where expenses may occur outside of a fifty (50) mile radius of the city limits must be authorized in advance. Requests for training, conferences, meetings, or other official functions which require overnight accommodations must be approved by the Department Head. Travel out-of-state or where the total cost of the travel (including registration fees) exceeds \$1,500, must be approved by the City Manager, Deputy, or Assistant City Manager within the chain of command. Approval will be documented on the "Request for Travel Expenditures Form," and submitted through the employee's direct supervisor.
- B. All travel is subject to review and audit. By requesting funds through the City (for travel) the traveler agrees to only use the money as intended according to this policy and within compliance of all applicable laws.
- C. This policy may not apply to contract employees.
- D. Travelers who choose to extend a business trip for personal reasons either before or after business is conducted, will be responsible for all non-business-related charges.
- E. Travel expenses must be authorized, or the traveler will be held responsible for all non-authorized expenses to include taxes when exemptions should apply (in-state travel).
- F. The City Manager or the City Clerk shall authorize any required travel expenses for elected officials.

III. Meal Expenses Per Diem

- A. Any employee traveling on city business may receive a ~~daily~~ allowance ~~of up to \$60.00 per day~~ up to the maximums outlined at [Travel Resources | GSA](#),

including tax and tip, for meals ~~if all meals are paid for by the employee and incidentals.~~ The daily Per Diem is intended to supplement the high cost incurred due to business travel and is not intended to cover excessive expenses.

- B. A traveler on a one-day business trip may be eligible for meals and incidentals if the employee's travel schedule (for the business of the City) extends beyond four (4) hours. Breakfast is allowable when travel is required before 8am, and dinner is allowable with the expected return is after 6pm. The per diem will be calculated using the rates at Travel Resources | GSA. If the destination city is not listed, the rates for Atlanta, GA will be used.

~~1. Breakfast ——— \$15.00~~

~~————— *When required to travel before 8:00 a.m.*~~

~~2. Lunch ——— \$20.00~~

~~3. Dinner ——— \$25.00~~

~~————— *When expected return is estimated to be after 6:00 p.m.*~~

- C. Where conference registration or training tuition fees include one or more meals, only those meals not covered by such fees shall be reimbursed by the city.
- D. No receipts are required for meals up to the maximum per diem rates outlined ~~in III.B.~~ at Travel Resources | GSA.

~~E. If an employee is traveling to a city where the federal per diem rate is higher than what is authorized in this policy, a request shall be made to use the documented federal per diem rate.~~

~~F.E.~~ City issued P-cards shall not be used for meals when a per diem reimbursement is authorized, requested, or made available.

~~G.F.~~ Business related meals may be reimbursed when authorized by the City Manager, Deputy, or Assistant City Manager, to pay for meals for others. For groups over 10, the itemized receipt must be included. For groups of 10 or less, in addition to the restaurant's itemized receipts, all of the following information must be documented:

1. The name and location of the restaurant
2. The number of people served and names
3. The date
4. Total expense

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5. Gratuity amount (not to exceed 18%)

IV. Use of City Owned Vehicle for Business Travel

- A. Employees shall notify the Risk Manager in advance if anyone under the age of 16 is being requested to ride in a city vehicle.
- B. Receipts for gas, oil, and out of town repairs should also be submitted along with any expense reports.
- C. Insurance identification card must be kept in the City vehicles at all times.
- D. When any employee is driving a city-owned vehicle, they are expected to observe all traffic laws and accept responsibility for the payment of any fines incurred. If a traffic citation is received while operating any City vehicle or an accident occurs the employee must report it immediately to the employee's supervisor. The supervisor will be responsible for reporting the incident to the Department Head and the Human Resources Department/Risk Management. Appointed or elected officials must notify the City Manager and Risk Manager immediately.

V. Transportation

- A. When practical, employees will carpool when attending the same conference, community meeting, or training. When the starting destination, travel destination, and final return destination are the same (such as 2 City Hall employees attending an offsite meeting/training then returning to City Hall), and an employee chooses not to carpool when practical, they may take their own car but may not be reimbursed for mileage, or upon agreement split the reimbursement with the other drivers when a personal vehicle is authorized. Cost-sharing measures are encouraged and may be enforced by their Department Head when the length of travel is less than 24 hours or when practical and appropriate.
- B. *Personal Vehicle* - Travel by personal vehicle will be reimbursed for mileage at the same cents per mile as stated by the IRS mileage allowance at the time of travel, and is available [here](#) [Travel Resources | GSA](#).
 1. If more than one employee rides in the vehicle, only the owner of the vehicle will be reimbursed for vehicle expenses.
 2. All personal vehicles used for City business must be adequately insured for liability, personal injury, and property damage.
- C. When using a personal automobile for a day trip that originates from home, the mileage reported for reimbursement should be the actual origination point of the travel (home or work location). Requests for mileage must include a printout from Google Maps with the starting and ending destination addresses. Mileage requests must be for the shortest route option.

- D. *Rental Vehicles* –Travelers may rent a vehicle at their destination when it is less expensive or more convenient than other transportation modes such as taxis and airport shuttles. Employees are authorized for a midsize/standard vehicle. Larger vehicles may be requested and approved with proper documentation.
- E. *Rental Vehicles Insurance* - Employees are authorized to accept the minimum insurance to cover the rental car and personal liability during a business trip.
- F. *Ride Sharing Services or public transportation* – will be reimbursed for transportation between the destination airport to the place of lodging or to the meeting site (or vice versa). Shuttle service should be used if it is reasonably and economically available. Gratuities will not be reimbursed by the city and are at the sole discretion of the traveler.
- G. *Air travel* – will only be considered for out-of-state travel at the lowest reasonable rate available for a direct flight. Employees are strongly encouraged to book airfares at least fifteen (15) days in advance of travel to take advantage of discounted airfares.
 - i. The city will pay for up to two (2) checked bags if bags are not included.
 - ii. ~~Employees may at their own expense upgrade the travel class from economy/basic. The employer will pay for the Economy/Basic class ticket. An upgraded class ticket may be requested and approved with proper documentation.~~
 - iii. Travel insurance is not authorized for tickets under \$300, or when the cost of insurance is greater than 25% of the ticket price, without the approval of the Procurement Director.
 - iv. When flying out of Atlanta, GA, Delta Airlines shall serve as the ~~base level-preferred~~ airline, ~~provided they are within 20% of the lowest available direct fare and they travel to the destination required.~~

VI. Lodging

- A. Employees are eligible for lodging when traveling greater than fifty (50) miles one-way. Employees must reserve lodging at the government rate or at the least costly room rate within the designated hotel. If an employee is attending a conference, reimbursement will be made for the standard room rate, at the conference facility. A conference facility is either directly at the site of the conference or listed as a conference hotel participant.
- B. An employee may submit a request to stay at an alternative comparable hotel based on price and amenities provided it is within twenty (20%) percent of the rate of the conference hotel or provided the conference hotel is not available.

- C. The city will only pay the actual room rental cost supported by the hotel bill for each day that lodging was approved. Upgrades and other amenities will not be reimbursed without prior approval from the appropriate Department Head.
- D. The city will not reimburse for taxes paid on lodging when traveling in Georgia. It is the responsibility of the traveler to obtain a sales/use exemption form and a hotel/motel tax form from the Finance Department.

VII. Non-Reimbursed Expenses

- A. Expenses of spouse, family, or other persons not directly employed by the city during travel. This does not apply to authorized business meals with proper documentation.
- B. Alcoholic Beverages.
- C. Fines for parking or traffic violations.
- D. Airline and other trip insurance or upgrades not approved in advance.
- E. Lost or damaged personal property.
- F. Personal entertainment (in-room movies, etc.).
- G. Non-approved travel upgrades or extensions.
- H. Other items not clearly identified by this policy or in conflict with city ordinance or written directives.

VIII. Miscellaneous Expenses

- A. Miscellaneous expenses, such as parking fees, internet, tolls, fax transmissions, non-negotiable hotel fees, baggage handling and other bona fide business expenses, shall be paid upon presentation of actual receipts or other suitable documentation. No receipt is needed for baggage handling if the requested amount is less than \$5 and documented. Expenses determined to be excessive may be reimbursed at a lower rate at the discretion of the City Manager or Procurement Director.
- B. *Clothes laundering* – when business travel extends over five (5) consecutive days, employees may be reimbursed for moderate expenses (i.e. dry cleaning business clothes). Employees must submit all receipts for claimed expenses.

IX. Cash Advance for Travel Per Diem

- A. Cash advances for predetermined and approved expenses for travel, may be granted if the request is submitted to the Finance Department five (5) business days in advance.

- B. The amount of the travel advance will be based on the estimated cost of travel (excluding lodging and registration).

X. Compliance Auditing

- A. The Department Head/Supervisor signing the Request for Travel Expenditures Form is responsible for ensuring that all travel claims originating from their department are in compliance with the City's Travel Policy. Department Heads should review all submissions for completeness, mathematical accuracy, compliance with expense limitations, and overall compliance with this policy. Appointed officials are required to ensure that their forms meet the standard of this policy.
- B. The traveler is responsible for submitting all receipts and expense documents related to their travel within three (3) business days of returning. The traveler may delegate responsibility for preparation of the forms but will always retain accountability for travel expenses and must sign all appropriate documentation. In the event that receipts are lost, the employee is responsible for reaching out to vendors to obtain copies of receipts. Failure to provide sufficient documentation as required by this policy could delay or prevent reimbursement.
- C. The Procurement Director or designee is responsible for compliance verification with the City's Travel Policy. Travel claims which are submitted to the Finance Director for payment processing will be processed only if they contain all the necessary documentation.
- D. All travel claims which are incomplete will be returned by the Finance Director to the employee's respective Department Head for corrections.
- E. The Finance Director will return any requests unpaid to the employees that are not in compliance with this policy.

XI. Exceptions

- A. The City Manager, provided the decision does not violate any city ordinance or state laws, shall have the authority to grant exceptions from any part of this policy when deemed in the best interest of the city.
- B. Those employees not within the chain of command of the City Manager shall obtain approval through their chain of command.
- C. All exceptions must be stated in writing, signed by the appropriate parties, and attached to the Request for Travel Expenditures Form for audit inspection.