

CITY OF SOUTH FULTON, GEORGIA
REGULAR MEETING - Southwest Arts Center 915 New Hope Road, Atlanta, GA 30331
Tuesday, May 23, 2023, 4:00 PM



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

REGULAR COUNCIL MEETING AGENDA

- I. 4:00 p.m. Invocation
- II. 4:02 p.m. Pledge of Allegiance
- III. 4:03 p.m. Roll Call- Corey Adams, City Clerk
- IV. 4:04 p.m. Meeting Called to Order- Mayor khalid (*Times are estimates only)
- V. 4:05 p.m. Approval of City Council Meeting Minutes
 - 1. Request Council Approval of City Council Regular Meeting Minutes from April 25, 2023 (City Clerk)
 - 2. Request Council Approval of City Council Work Session Minutes from May 9, 2023 (City Clerk)
 - 3. Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from May 9, 2023 (City Clerk)
 - 4. Request Council Approval of City Council Special Called Meeting Minutes from May 9, 2023 (City Clerk)
- VI. 4:07 p.m. Adoption of Council Agenda
- VII. 4:15 p.m. Proclamation Presentations
- VIII. 4:45 p.m. Planning, Zoning and Permits (Alcohol Licenses, Rezoning, Variance and Special Use Permit Cases For Vote)

5. RESIDENTIAL DEVELOPMENT

4.45 p.m. Z23-004/CV23-001: A Resolution to rezone a total of 66.9 acres at 7789 Cedar Grove Rd. (ID 07 070001160793), 7635 Cedar Grove Rd. (ID 07 140101170024), 0 McClure Rd. (ID 07 070001160108) and 0 McClure Rd. (07 140101171378) from the AG-1 (Agricultural District) to MIX (Mixed Use District) to build 65,670 sf of retail/commercial and 793 units of multifamily, townhouse and single-family detached housing. To Approve Concurrent Variances And For Other Lawful Purposes (District 4)

6. 5:00 p.m. Z22-011 - A Resolution to rezone 17.5+/- acres of land, located on the west side of Riverside Drive (Parcel ID 14F0131 LL0099), from M-2 (Heavy Industrial District/Sandtown Overlay District) to CUP (Community Unit Plan District/Sandtown Overlay District) to build 62 single family homes; And for Other Lawful Purposes. (District 1)
7. CDP23-001 (in conjunction with Z22-011) - A Resolution To Amend The Future Development Map Of The City Of South Fulton Comprehensive Development Plan, Known As "Our South Fulton: The 2021 Comprehensive Plan" (CDP), So As To Redesignate Property Located On The West Side Of Riverside Drive (Tax Parcel 14F0131 LL0099), Consisting Of 17.5+/- Acres, From The Industrial Zone Character Area Designation To The Suburban Neighborhood Character Area Designation; And For Other Lawful Purposes.

8. NEW ALCOHOL LICENSES

5:10 p.m. Gocha's Tapas Bar LLC, dba Gocha's Tapa Bar for an alcohol license for the consumption sale of wine, beer and distilled beverages at 5829 Campbellton Rd Ste 116, Atlanta Ga. 30331. (District 1)

9. 5:12 p.m. Impero Distributors Georgia Inc., dba Impero Distributors Georgia for an alcohol license for the wholesale sales of beer, wine, and distilled beverages, at 3926 Shirley Dr SW, South Fulton, GA 30336. (District 1)

10. COMMERCIAL AND COMMUNITY DEVELOPMENT

5:15 p.m. 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); And For Other Lawful Purposes (District 6)

11. 5:20 p.m. 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 For Other Lawful Purposes. (District 6)
12. 5:25 p.m. 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); And For Other Lawful Purposes. (District 6)

13. 5:30 p.m. Second Read and Request Council Approval of TA23-002 An Ordinance To Amend The City Of South Fulton Zoning Ordinance, As Amended, For The Purpose Of Amending The Use Table To Allow For The Assembly /Banquet Hall Or Event Center Use In AG-1 (Agricultural) Zoning Districts Via Special Use Permit, And For Other Lawful Purposes. (Sponsored by Councilmember Gumbs)
14. 5:35 p.m. Second Read and Request Council 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; And For Other Lawful Purposes (CDRA)
15. GAS STATIONS, CONVENIENCE AND LIQUOR STORES

5:40 p.m. Fulton BP Inc. dba Fulton BP Inc. for a Transfer of alcohol license for the retail sales of beer and wine beverages at 4335 Fulton Industrial Blvd, Atlanta, Ga 30331. (District 1)

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

16. Consent Agenda: PROCLAMATIONS

Mayor/Council Proclamations for Spreading on the Minutes:

Pastor Alonzo Terry Appreciation Day (Councilmember Willis)
OV Brantley Appreciation Day (Councilmember Rowell)
Kenneth Fernando Durden Appreciation Day (Councilmember Pritchett)
Jason Antwan Salter Appreciation Day (Mayor khalid)
Pastor Dr. Gregory L. Pollard Appreciation Day (Councilmember Willis)
Reverend Hodari S. Williams Appreciation Day (Councilmember Williams)
Westlake High School Track Team Appreciation Day (Councilmember Gumbs)
Harriett Bryant Appreciation Day (Councilmember Pritchett)
Harold Seldon Appreciation Day (Councilmember Gumbs)
Black M.A.M.A.S.'s Day Appreciation Day (Councilmember Gumbs)
Strategic Growth Leaders Bible University Appreciation Day (Councilmember Willis)
Velma Mae Turner Rainey Appreciation Day (Mayor khalid and Councilmember Willis)
Prentiss "Air" Noland Appreciation Day (Councilmember Sebastian)
Yoruba Cultural Celebration Appreciation Day (Councilmember Pritchett)
Gocha Hawkins Appreciation Day (Mayor and Full Council)
Arlene Necolial Godfrey Appreciation Day (Councilmember Rowell)

17. Consent Agenda: BOARD AND COMMISSSION APPOINTMENTS

Request Council Approval of Board/Committee Appointments:

The following nomination is recommended for appointment to the South Fulton Development Authority and confirmation of Positions 1-7, 9:

Councilmember Sebastian recommends James Reese, Jr.

18. 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:

Peters Road Lot Split (District 7)

Belcamp Road (District 7)

Mallory Park Ph2 (District 5)

Bedford Estates Phase 5 Revision (District 2)

19. Consent Agenda: REAL ESTATE

A Resolution Approving The Acquisition Of Real Property (Former Fire Station at 4810 Miller Road) (Legal)

20. A Resolution Approving The Acquisition Of Real Property (Clifondale Arts Center) (Legal)

21. A Resolution Approving The Acquisition Of Real Property (Fire Station 11) (Legal)

22. A Resolution Approving The Acquisition Of Real Property (Southwest Arts Center) (Legal)

23. A Resolution Approving The Acquisition Of Real Property (Trammell Crow Park) (Legal)

24. Consent Agenda: FINANCE, PURCHASING AND PROCURMENT

Request Approval Of A Resolution Authorizing The Fire Chief, On Behalf Of The City Of South Fulton, To Accept A Donation Of One Thousand Dollars And Zero Cents (\$1,000.00) From OMNITRAX, INC On Behalf Of Owens Corning For Fire Department Driver Safety (Fire)

25. Request Approval of Payment to DOVE Mailing Services in the amount of \$33,599.59 (Public Affairs)

26. Request Approval to purchase one (1) F350 pickup truck from Wade Ford for mobile vehicle maintenance services to the Community Risk Reduction Division in an amount not to exceed \$49,295 to be funded from the Fire Capital fund. (Fire)

27. Consent Agenda: CONTRACTS AND AGREEMENTS

Request Approval Of A Resolution Authorizing The City To Participate In The National League Of Cities Service Line Warranty Program; Enter Into An Agreement With HOMESERVE USA, INC. To Provide An Optional, Lateral Water And Sewer Line Warranty Coverage For City Property Owners.

28. Request Approval to submit an application in the amount of \$20,869.00 to apply for a grant to EPD for illegally dumped tires at 2999 Butner Road to be funded out of the Blighted Property Fund. (Code Enforcement)

29. Request Council Approval to enter into an agreement with Fulton County Public Schools on behalf of McNair Middle Schools for mutual use of facilities and grounds by both the City and Fulton County Public Schools (Parks)

30. Consent Agenda: FIRE AND EMS SERVICES

Request Approval to purchase three (3) Rescue vehicles from Ten-8, for the total amount of \$869,671 utilizing the Fire Capital account. (Fire)

31. Request Approval to purchase two (2) Fire Engines and two (2) Fire Aerials from Marion Body Works via financing with Community Leasing Partners. The total cost for the Engines will be \$1,677,390 @ 4.19% over 7 years and the total cost for the Aerials will be \$3,650,988 @ 3.97% over 7 years utilizing the Fire Capital account. (Fire)

32. Request Approval to modify the current purchase order (23-00574) for three (3)-F250 Fastlane Emergency Vehicles by adding an additional \$54,170.73 for a total dollar amount of \$385,300.47 utilizing the Fire Capital account. (Fire)

X. 6:00 p.m. Public Comments

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

XI. 6:30 p.m. Council Comments

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

33. SANITATION

7:00 p.m. Consideration Of City Council Override Of Mayor's Veto Of Contract With Fulton County and Tax Commissioner Arthur Ferdinand For Sanitation Collection

34. 7:10 p.m. Second Read And Request Council Approval Of An Ordinance To Repeal And Replace The Current Title 6, Health and Sanitation Chapter 2 Solid Waste Ordinance Of The Code Of Ordinances Of The City Of South Fulton And For Other Lawful Purposes. (Sponsored by Councilmember Willis, Reeves, Gumbs, Sebastian)
35. 7:15 p.m. Second Read and Request Council Approval of An Ordinance To Amend Title 6, Health and Sanitation Chapter 2, Solid Waste Ordinance, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending The City's Regulations Related To Shopping Plazas; And For Other Purposes. (Sponsored by Councilmember Willis)
36. 7:20 p.m. WITHDRAWAL of An Ordinance (Repealing and Replacing ORD2019-027) To Amend Title 14, environment, Chapter 12, Single-Use Plastics Regulations, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Banning Single-Use Plastics in the City of South Fulton, And For Other Lawful Purposes. (Sponsored by Councilmember Gumbs)
37. POLICE

7:25 p.m. Request 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)
38. 7:30 p.m. Request 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)
39. 7:40 p.m. Request 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)
40. 7:45 p.m. Request 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)
41. 7:55 p.m. Request 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)

XIII. 8:00 p.m. INTERMISSION

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

42. WOLF CREEK

8:30 p.m. Request Approval to Enter into a Revenue Generating Contract with OMEGA 14 LLC to provide Concert Promotion Services Annual Contract (Wolf Creek Amphitheater) for RFP #23-14. The City will receive 25% of net revenue.

43. 8:35 p.m. Request to Approve to Enter into a Contract with Next Level Events to Provide Musical Artist Acquisition and Backline for a Juneteenth Concert for RFP #23-21 in the amount of \$70,000. (Public Affairs)

44. 8:45 p.m. Request to Approve to Enter into a Contract with Blacklight Productions to provide Sound and Production Services for a Juneteenth Concert in the amount of \$30,000 (Public Affairs)

45. 8:50 p.m. Request Approval of A Resolution Authorizing The Mayor Or His Designee To Execute A Use License Agreement With Lexium Live, Inc. And IMOBA, LLC For The Use Of Wolf Creek Amphitheater On July 2, 2023 For The Southern Soul Music Festival; And For Other Lawful Purposes. (CDRA)

46. 9:00 p.m. Request Approval to enter into agreement with Osprey Management to provide facility renovation for Wolf Creek Amphitheatre upgrades to the Skybox rentals and concession stands. This agreement is a "piggyback" of Statewide Contract# GA-ST08-00820-OML issued by the Georgia Department of Administrative Services. The total cost of the project, including contingencies, amounts to \$127,082, with the base amount being \$115,529 funded by Wolf Creek CIP Budget. (Public Works)

47. PUBLIC WORKS

9:15 p.m. Request Approval to Enter into a Contract with Massana Construction, Inc. in response to ITB # 22-106 for Bridge Repair Improvements At Various Locations in the amount of \$3,002,414 to be funded from the TSPLOST fund. (Full List of Locations Available in Agenda Packet) (Public Works)

48. 9:20 p.m. Request Approval to Enter into Contracts with Jacobs and Volkert, Inc. in response to RFP # 23-11 for Construction Engineering and Inspection Services in an amount not to exceed \$1,000,000 each to be paid of of the T-SPLOST fund.(Public Works)

49. 9:25 p.m. Request Approval to Enter into Contracts with AEI, RSH, and Khafra for Standby Engineering Services in an amount not to exceed \$1,000,000 to be paid of of the T-SPLOST fund.

50. 9:30 p.m. Request Approval to Enter into a One-Year Contract with Charles Abbott and Associates in an amount of \$1,183,200 to be funded from the CDRA Professional Services budget (While Re-evaluating Setup of an In-House Building Inspections Department (CDRA)

51. CITY COUNCIL AND CITY ADMINISTRATION

9:45 p.m. Second Read and Request Council Approval of An Ordinance To Amend Title 1, Administration, Chapter 9 Purchasing, Contracting And Disposition Of Property Of The Code Of Ordinances, City Of South Fulton, GA To Modify The City Manager's Purchasing Authority And For Other Lawful Purposes (Sponsored by Councilmembers Williams-Brown, Willis and Rowell)

52. 9:50 p.m. Request Approval of payments to Turnkey Solutions to provide virtual assistant services for services rendered from December 2022 to March 2023 and service to be rendered with the expiration date of July 31, 2023, for an amount not to exceed \$25,000. (Information Technology)

53. 10:00 p.m. Request Council Approval Of A Resolution for A Paid Internship Program (Human Resources)

XV. 10:10 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

XVI. Adjournment of Meeting

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Regular Meeting Minutes from April 25, 2023

DATE: May 23, 2023

SUBJECT: Request Council Approval of City Council Regular Meeting Minutes from April 25, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_RM_2023_4_25_Meeting DRAFT	Cover Memo	5/22/2023

CITY OF SOUTH FULTON, GEORGIA
REGULAR MEETING - Southwest Arts Center 915 New Hope Road, Atlanta, GA 30331
Tuesday, April 25, 2023, 4:00 PM



REGULAR MEETING MINUTES

I. 4:00 p.m. Invocation

Minutes:

The invocation was rendered by Pastor Barbara McKee, Assistant Chaplain.

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	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	4:10 pm
Natasha Williams	District 6 Councilmember	Present	4:36 pm
Linda B. Pritchett	District 7 Councilmember	Present	

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

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

Minutes:

The meeting was called to order by Mayor khalid kamau at 4:06 PM.

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

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Williams

Minutes:

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

Regular Meeting from March 28, 2023

Zoning Public Hearing from April 11, 2023

Work Session Meeting from April 11, 2023

Special Called Meeting from April 11, 2023

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

1. Request Council Approval of City Council Regular Meeting Minutes from March 28, 2023 (City Clerk)
2. Request Council Approval of City Council Work Session Minutes from April 11, 2023 (City Clerk)
3. Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from April 11, 2023 (City Clerk)
4. Request Council Approval of City Council Special Called Meeting Minutes from April 11, 2023 (City Clerk)

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

Motion (Approve as Amended): Councilmember Willis

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Williams

Minutes:

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

- 1) ADD An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date. (Sponsored by Councilmember Rowell)**
- 2) ADD A Resolution Authorizing The City Of South Fulton, Georgia To Enter Into A Memorandum Of Understanding With It's Electric, LLC, And For Other Lawful Purposes (Sponsored by Councilmember Reeves)**
- 3) Move Public Comment up before the Executive Session I.**
- 4) ADD A Resolution Promoting Administrative Clarity, Regulating Events; Amending Resolution 2019-05; And For Other Lawful Purposes (Sponsored by Councilmember Williams-Brown)**
- 5) ADD A Resolution Authorizing The City Of South Fulton, Georgia On Behalf Of Its Fire Department To Apply For A Lead Hazard Control And Healthy Homes Reduction Program Grant Funds In The Amount Of Four Million Four-Hundred Thousand Dollars And Zero Cents (\$4,400,000) From The U.S. Department Of Housing And Urban Development And For Other Lawful Purposes (Sponsored by Councilmember Corey A. Reeves)**

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

VI. 4:15 p.m. Proclamation Presentations

5. 4:15 p.m. Proclamation Presentation recognizing Princess Barge
(Councilmember Rowell)

4:20 p.m. Proclamation Presentation recognizing Arlington Girl Scout Troop
3802 (Councilmember Reeves)

Minutes:

Proclamation Presentations presented in recognition of the following persons:

- **Princess Barge**
-
- **Arlington Girl Scout Troop 3802**

Arlington Girl Scout Troop 3802 presented an award to Councilmember Reeves.

VII. 4:30 p.m. Executive Session I

Motion (Recess): Councilmember Willis

Second: Linda Pritchett

[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 5:06 PM.

The motion was approved unanimously.

Motion (Reconvene): Councilmember Gumbs

Second: Linda Pritchett

[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 5:53 PM.

The motion was approved unanimously.

VIII. 4:55 p.m. Special Agenda Item

6. 4:55 p.m. Request Council Approval of A Resolution to Approve a 6-Month Contract for Interim City Manager Services

Motion (Approve): Councilmember Rowell

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve A Resolution to Approve a 6-Month Contract for Interim City Manager Services with Sharon Subadan in the amount not to exceed \$107,500.

The motion was approved unanimously.

Motion (Approve): Councilmember Gumbs

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve A Professional Services Agreement with Carron Solutions, LLC. in an amount not to exceed \$125,000.

The motion was approved unanimously.

IX. 5:00 p.m. Public Comment

Minutes:

There were 7 people who submitted public comments as follows:

1. Commissioner Bridget Thorne, District 1: Brings greetings from Fulton County
 2. Joyce Jones, District 1: Comments regarding item 26, 21
 3. Pam Harris, District 1: Comments regarding items 36, 37, 26, 28
 4. Jewel Johnson, District 1: Comments regarding item 42, 26
 5. Shea Pyron: Comments regarding 26
 6. Krishnan Thomas Kemp, District 5: Comments regarding 26
 7. Glenda Brewer: Comments regarding customer service and Creel Park
-

X. 5:30 p.m. Council And Interim City Manager Comments

XI. 6:00 p.m. Consent Agenda Items

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 made to approve the Consent Agenda.

The motion was approved unanimously.

7. Mayor/Council Proclamations for Spreading on the Minutes:
Reverend Toney Mosley, Sr. Appreciation Day (Mayor and Full Council)
Phi Delta Kappa Sorority, Inc. Appreciation Day (Councilmember Willis)
Delta Sigma Theta Sorority, Inc. Appreciation Day (Councilmember Willis)
Red Hat Society Appreciation Day (Councilmember Rowell)
Connie Evette Fulton Faudie Appreciation Day (Councilmember Willis)
Ivory Lee Young, Sr. Appreciation Day (Councilmember Willis)
Westlake High School Dance Ensemble Appreciation Day (Councilmember Gumbs)

Minutes:

Item approved as a part of the Consent Agenda.

8. Request Council Approval of Board/Committee Appointments:

The City of South Fulton Convention and Visitors Bureau (SFCVB) seeks to appoint the following persons to the SFCVB Board of Directors:

- Deondra Askew
- Dante Dandrea

The following persons are recommended for appointment to the South Fulton Development Authority: (8 positions)

- Councilmember Rowell recommends John Deliagle
- Councilmember Gumbs recommends Dana Tucker-Davis and Mercedes Miller
- Councilmember Willis recommends Kimberly Mays
- Councilmember Reeves recommends Stacey Williams
- Councilmember Williams-Brown recommends Phyllis Minter
- Councilmember Pritchett recommends September Cooper

Councilmember Gumbs appoints Arelious Cooper to the Public Arts Commission.

Minutes:

Item approved as a part of the Consent Agenda.

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

- 5600 Feldwood - Split (District 5)
- Anatole - Building 2300 (District 2)
- Fulton Industrial Park II – 6400 Fulton Industrial Blvd (District 1)
- Parkview Estates Phase 3 (District 3)
- 1508 Boat Rock – Lot Split (District 1)
- Creek View Circle – Lot Split (District 5)
- 5155 Cascade Road – Lot Split (District 1)
- Seville Estates – Lot Split (District 4)
- Hawks Ridge Subdivision – Preliminary Plat 3500 Cascade- Palmetto Highway (District 4)

Minutes:

Item approved as a part of the Consent Agenda.

10. Request Council Approval of A Resolution Authorizing the South Fulton Fire and Rescue Department to Form A Mutual Aid Resource Pact Which Shall Be A Public Corporation; To Render And Receive Aid And Assistance For Disastrous Incident Suppression Prevention, And Rescue/Medical Responses To/From Members Of The Georgia Mutual Aid Group; And For Other Lawful Purposes (Fire)

Minutes:

Item approved as a part of the Consent Agenda.

11. Request Council Approval of the Georgia Emergency Management Agency- Homeland Security Statewide Mutual Aid and Assistance Agreement (Fire)

Minutes:

Item approved as a part of the Consent Agenda.

12. Request Council Approval of A Resolution to Amend Resolution 2019-008 Which Established the City Environmental Committee and Encourage Environmental Protection; And for Other Lawful Purposes (CDRA)

Minutes:

Item approved as a part of the Consent Agenda.

13. Request Council Approval of A Resolution Proclaiming and Recognizing Arbor Day in the City of South Fulton; And For Other Lawful Purposes (Sponsored by Councilmember Reeves)

Minutes:

Item approved as a part of the Consent Agenda.

XII. 6:05 p.m. Agenda Items

14. **PARKS, RECREATION AND CULTURAL AFFAIRS**

6:05 p.m. Second Read and Request Council Approval Of An Ordinance To Amend Title 7, Parks and Recreation Of The Code Of Ordinances, City Of South Fulton, GA To Add Chapter 9 Youth Commission; And For Other Lawful Purposes (Sponsored by City Council)

Motion (Hold): Councilmember Willis

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 hold this item to allow the legal department to review and research the correct code section to place this item under. Councilmembers expressed that the Youth Commission was not expected to be placed under Parks and Recreation.

The motion to hold was approved unanimously.

15. 6:10 p.m. Request Council Approval and Adoption of the Final Parks Master Plan as presented by Perez Planning and Design. (Parks, Recreation and Cultural Affairs)

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 the Adoption of the Final Parks Master Plan as presented by Perez Planning and Design.

The motion was approved unanimously.

16. CONTRACTS AND PURCHASES

6:20 p.m. Request Council Approval to enter into a seven (7) year lease purchase via sole source contract from Stryker Medical in the annual amount of \$144,374.68 for Defibrillators and Lucas Devices at a total cost of \$802,639,32. Funds are available for the 1st annual payment in the Fire Capital Budget. (Fire)

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 a seven (7) year lease purchase via sole source contract from Stryker Medical in the annual amount of \$144,374.68 for Defibrillators and Lucas Devices at a total cost of \$802,639,32.

The motion was approved unanimously.

17. 6:25 p.m. Request Council Approval for the City of South Fulton to enter into a contract with Paryani Real Estate LLC to renovate the Sandtown Recreation Center utilizing the State contract in the amount of \$746,728.22 funded from the Public Works Capital Fund. (Public Works)

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve items 17 and 18 together which are contracts awarded to Paryani Real Estate LLC.

The motion was approved unanimously.

18. 6:30 p.m. Request Council Approval for the City of South Fulton to enter into a contract with Paryani Real Estate LLC utilizing the State contract to renovate the Jackson Music Store for Police Department evidence storage in the amount of \$468,524 funded from the Police Department Capital Fund. (Public Works)

Minutes:

Item approved as a part of group block vote for items 17-18.

19. 6:35 p.m. Request Council Approval for the City of South Fulton to enter into contract with Management Advisory Group to complete a Pay Classification and Compensation Study at a proposed cost of \$34,900 to be funded from the Human Resources Professional Services line. (Human Resources)

Motion (Approve): 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 items 19-21 as a part of a group vote.

The motion was approved unanimously.

20. 6:40 p.m. Request Council Approval for permission for the City Manager to enter into negotiations with Omega 14, Inc. for the purpose of a Concert Promotion Services Annual Contract for the City of South Fulton in response to the scope of work in RFP#23-14. (Purchasing)

Minutes:

Item approved as a part of group block vote for items 19-21.

21. 6:45 p.m. Request Council Approval to purchase one large pool vehicle- 2023 Ford Expedition to accommodate employees and encourage carpooling in the amount of \$60,000 to be funded from the Public Works Department Capital Budget for Vehicles. (Public Works)

Minutes:

Item approved as a part of group block vote for items 19-21.

22. 6:50 p.m. First Read of An Ordinance To Amend Title 1, Administration, Chapter 9 Purchasing, Contracting And Disposition Of Property Of The Code Of Ordinances, City Of South Fulton, GA To Modify The City Manager's Purchasing Authority And For Other Lawful Purposes (Sponsored by Councilmembers Williams-Brown, Willis and Rowell)

Minutes:

First Read

23. A Resolution Authorizing The City Of South Fulton, Georgia To Enter Into A Memorandum Of Understanding With It's Electric, LLC

Motion (Approve as Amended): 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 A Resolution Authorizing The City Of South Fulton, Georgia To Enter Into A Memorandum Of Understanding With It's Electric, LLC with an amendment to restrict funding not to exceed \$60,000 from the Parks and Recreation Professional Services budget line.

The motion was approved unanimously.

24. A Resolution Authorizing The City Of South Fulton, Georgia On Behalf Of Its Fire Department To Apply For A Lead Hazard Control And Healthy Homes Reduction Program Grant Funds In The Amount Of Four Million Four-Hundred Thousand Dollars And Zero Cents (\$4,400,000) From The U.S. Department Of Housing And Urban Development

Motion (Approve): Councilmember Reeves

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 A Resolution Authorizing The City Of South Fulton, Georgia On Behalf Of Its Fire Department To Apply For A Lead Hazard Control And Healthy Homes Reduction Program Grant Funds In The Amount Of Four Million Four-Hundred Thousand

The motion was approved unanimously.

25. CITY COUNCIL AND CITY ADMINISTRATION (Mayor's Vetos)

6:55 p.m. Request Council Approval of A Resolution to Amend Resolution No. 2022-029 Amending Protocols For Members of the Public Making Comments (Sponsored by Mayor khalid)

Motion (Approve): Councilmember Willis

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 A Resolution to Amend Resolution No. 2022-029 Amending Protocols For Members of the Public Making Comments.

The motion was approved unanimously.

26. 7:00 p.m. Council Consideration of Override of the Mayor's Veto of Council's Approval of An Ordinance To Amend Section 1-3002, Subsection (m) Executive Session, Chapter 3 - Mayor and Council of Title 1 - Administration, Regarding The Designation Of An Official Person Authorized To Take The Required Minutes During Executive Session; To Prohibit The Unauthorized Recordation Of Executive Session (Approved on March 28, 2023)

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 made to override the veto as the mayor for items 24, 25 and 26 as a group vote.

The motion was approved unanimously.

Motion (Approve): Councilmember Gumbs

Second:

[Motion Approved]

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

Minutes:

A motion was made to override the veto as the mayor for items 24, 25 and 26 as a group vote.

The motion was approved unanimously.

27. 7:05 p.m. -Council Consideration of Override of the Mayor's Veto of Council's Approval of An Ordinance Amending Sections 3.10A Role Delineation Subsection (3) And 4.13, City Clerk, Of The City Of South Fulton Charter (Approved on March 28, 2023)

Minutes:

Item approved as a part of group block vote for items 24 - 26.

28. 7:15 p.m. -Council Consideration of Override of the Mayor's Veto of Council's Approval of An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually (Approved on March 28, 2023)

Minutes:

Item approved as a part of group block vote for items 24 - 26.

29. An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually

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 An Emergency Ordinance Declaring A State Of Emergency In The City Of South Fulton; Providing For City Meetings To Be Held Virtually; Providing For An Effective Date.

The motion was approved unanimously.

30. A Resolution Promoting Administrative Clarity, Regulating Events; Amending Resolution 2019-05

Motion (Approve): Councilmember Williams

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 A Resolution Promoting Administrative Clarity, Regulating Events; Amending Resolution 2019-05.

The motion was approved unanimously.

31. **PLANNING, ZONING AND PERMITS**

7:24 p.m. Second Read and Request Council Approval of An Ordinance To Amend Section 16-2015, Eligibility For License Of Title 16, Alcoholic Beverages, Of The City Of South Fulton Code Of Ordinances, Related To Eligibility Of Alcohol Applicant; To Amend Section 16-2021, Denial Of Application; And For Other Lawful Purposes (Sponsored by Councilmembers Willis and Rowell)

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve items 31 and 34 as a part of a group vote.

The motion was approved unanimously.

32. 7:30 p.m. First Read of TA23-002 An Ordinance To Amend The City Of South Fulton Zoning Ordinance, As Amended, For The Purpose Of Amending The Use Table To Allow For The Assembly /Banquet Hall Or Event Center Use In AG-1 (Agricultural) Zoning Districts Via Special Use Permit, And For Other Lawful Purposes. (Sponsored by Councilmember Gumbs)

Minutes:

First Read

33. 7:40 p.m. 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; And For Other Lawful Purposes (CDRA)

Minutes:

First Read

34. 7:45 p.m. Second Read and Request Council Approval of Text Amendment TA-001: An Ordinance To Amend The City Of South Fulton Code Of Ordinances And The City Of South Fulton Zoning Ordinance To Bring The Ordinance In Compliance With Changes To The Zoning Procedures Law Implemented By HB 1405 (Georgia Laws At 881)

Minutes:

Item approved as a part of group block vote for items 31 and 34.

35. REAL ESTATE

7:50 p.m. Request Council Approval of A Resolution to Authorize the Use of Eminent Domain to Acquire Real Property Interests Necessary to Complete the Sidewalk Project for Old National Highway, Project T265, Parcel 31; To Authorize the City of South Fulton, Georgia To Condemn Said Property Interests, Where Necessary (ACQUISITION COST: \$6,200.00) (District 6 and 7)

Motion (Approve): Councilmember Gumbs

Second: Councilmember Reeves

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

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

The motion was approved unanimously.

36. 7:55 p.m. Request Council Approval of A Resolution to Authorize the Use of Eminent Domain to Acquire Real Property Interests Necessary to Complete the Sidewalk Project for Old National Highway, Project T265, Parcel 37; To Authorize the City of South Fulton, Georgia To Condemn Said Property Interests, Where Necessary (ACQUISITION COST: \$6,450.00) (District 6 and 7)

Minutes:

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

37. PUBLIC SAFETY

8:00 p.m. Request Council Approval to Amend A Resolution To Authorize the Creation of A Non Profit Foundation in Honor of Firefighter Felix M. Roberts to Aid, Support and Assist the City of South Fulton Fire Department. (FIRE)

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 A Resolution To Authorize the Creation of A Non Profit Foundation in Honor of Firefighter Felix M. Roberts to Aid, Support and Assist the City of South Fulton Fire Department.

The motion was approved unanimously.

38. 8:05 p.m. Request Council Approval of A Resolution By The City Of South Fulton City Council Directing The Chief Of Police To Explore The Implementation Of A Mental Health Co-Responder Program; And For Other Purposes. (Sponsored by Councilmember Gumbs)

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve items 38-40 as a part of a group vote.

The motion was approved unanimously.

39. 8:10 p.m. Request Council Approval A Resolution By The City Of South Fulton City Council Creating The South Fulton Police Citizens Academy; And For Other Purposes. (Sponsored by Councilmember Willis)

Minutes:

Item approved as a part of group block vote for items 38 - 40.

40. 8:15 p.m. Second Read and Request Council Approval of An Ordinance to Amend Title 13, Fire Protection and Prevention, Chapter 5, Emergency Management Services, of the City of South Fulton Code of Ordinances, For the Purpose of Amending the City's Regulations Related to Emergency Management Services (Fire)

Minutes:

Item approved as a part of group block vote for items 38 - 40.

41. **PUBLIC WORKS**

8:20 p.m. First Read Of An Ordinance To Amend Title 6, Health and Sanitation Chapter 2, Solid Waste Ordinance, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending The City's Regulations Related To Shopping Plazas; And For Other Purposes. (Sponsored by Councilmember Willis)

Minutes:

First Read

42. 8:25 p.m. First Read Of An Ordinance (Repealing and Replacing ORD2019-027) To Amend Title 14, environment, Chapter 12, Single-Use Plastics Regulations, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Banning Single-Use Plastics in the City of South Fulton, And For Other Lawful Purposes. (Sponsored by Councilmember Gumbs)

Minutes:

First Read

XIII. 8:30 p.m. Executive Session II (If needed)

Minutes:

No Executive Session was held.

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

Motion (Adjourn): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

Yea: 5 Gumbs, Pritchett, Rowell, Sebastian, Williams

Nay: 0

Abstain: 0

Not Voting: 2 Reeves, Willis

Minutes:

A motion was made to adjourn the meeting at 8:41 PM.

The motion was approved 5-0. Councilmembers Willis and Reeves were not present.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Work Session Minutes from May 9, 2023

DATE: May 23, 2023

SUBJECT: Request Council Approval of City Council Work Session Minutes from May 9, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_WS_2023_5_9_Meeting DRAFT	Cover Memo	5/23/2023

CITY OF SOUTH FULTON, GEORGIA
WORK SESSION - Welcome All Park Multipurpose Facility, 4255 Will Lee Rd, South Fulton,
GA 30349
Tuesday, May 9, 2023, 4:00 PM



COUNCIL WORK SESSION MEETING MINUTES

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

Minutes:

The meeting was called to order by Mayor khalid kamau at 4:24 PM.

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

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

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

III. 4:03 p.m. City Manager Items - Staff Reports

1. Finance Monthly Report (Presented by Karen Slaton-Dixon, Finance Director)
 - Briefing on city contracts/purchases exceeding \$25,000.00

Minutes:

Karen Slaton-Dixon, Finance Director presented the Financial Report for the month ending March 31, 2022.

2. Citizen Boards And Commissions Meeting Times And Links (City Clerk and Interim City Manager)

Minutes:

Corey Adams, City Clerk presented a written report of the City's Boards and Commissions.

Mayor khalid requested that staff add the list and links to the meetings on the City's website.

3. City Manager Monthly Report (Presented by Sharon Subadan, Interim City Manager)
 - Update City Initiatives Aligned with Strategic Plan

Minutes:

Sharon Subadan, Interim City Manager provided a verbal update report.

4. 4. Public Works Monthly Update (Antonio Valenzuela, Director, Dept. of Public Works)
 - a. Litter Operations Update Presentation

Minutes:

Antonio Valenzuela, Director, Public Works Department presented the monthly Public Works transportation, facilities project update report and the Litter Operations Update Report.

IV. 5:20 p.m. Presentations

5. 5:20 p.m. Police Asset and Forfeiture Policy Update (Councilmember Willis and Police Department)

Minutes:

Police Chief Keith Meadows and Lt. Bullock presented the Police Asset and Forfeiture Policy Update.

6. 5:40 p.m. National League of Cities Service Line Program (Councilmember Rowell – Presentation by Brian Davis)

Minutes:

Brian Davis with HomeServe presented the National League of Cities Service Line Program.

V. 5:50 p.m. Council Comments

VI. City Attorney report, if action taken in executive session.

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

VII. 6:00 p.m. 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: 0

Minutes:

A motion was made to adjourn the Work Session at 6:29 pm.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from May 9, 2023

DATE: May 23, 2023

SUBJECT: Request Council Approval of City Council Alcohol/Zoning Public Hearing Minutes from May 9, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_ZPH_2023_5_9_Meeting DRAFT	Cover Memo	5/22/2023

CITY OF SOUTH FULTON, GEORGIA
ALCOHOL/ZONING PUBLIC HEARINGS - Welcome All Park Multipurpose Facility,
4255 Will Lee Rd, South Fulton, GA 30349
Tuesday, May 9, 2023, 6:00 PM



SPECIAL CALLED MEETING MINUTES

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

Minutes:

The meeting was called to order by Mayor khalid kamau at 6:47 PM.

2. 6:02 p.m. Roll Call - Corey Adams, City Clerk

Minutes:

Attendee Name	Title	Status	Arrived
khalid kamau	Mayor	Present	
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Jaceey Sebastian	District 4 Councilmember	Present	
Corey A. Reeves	District 5 Councilmember	Present	
Natasha Williams	District 6 Councilmember	Present	
Linda Pritchett	District 7 Councilmember	Present	6:48 pm

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

3. 6:03 p.m. Alcohol Licenses, Rezoning, Variance and Special Use Permit Cases (Public Hearing Only)

1. RESIDENTIAL DEVELOPMENT

6:03 p.m. Z22-011 (Public Hearing): Application by Lennar Georgia, LLC to rezone 17.5+/- acres of land, located on the west side of Riverside Drive (Parcel ID 14F0131 LL0099), from M-2 (Heavy Industrial District) to CUP (Community Unit Plan District) to build 62 single family homes. (District 1)

Minutes:

Public Hearing held.

One comment received via e-mail in support. Harvey Davis.

Applicant: Michelle Battle

-
2. 6:20 p.m. Z23-003 (Public Hearing): Application by Serenity Estates LLC to rezone the property from AG-1 (Agricultural District) to NUP (Neighborhood Unit Plan District) at 4073 W. Stubbs Rd. to build 40 single-family dwelling detached homes on 11.4 acres of land. (Parcel ID: 09F420001691059). (District 4) Case held at the April 11 Zoning Public Hearing

Motion (Defer): Councilmember Sebastian

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Mr. McClendon advised the Council that the applicant wishes to defer this application.

A motion was made to defer the application until the July Zoning Public Hearing.

The motion was approved unanimously.

3. 6:40 p.m. Z23-004/CV23-001 (Public Hearing): Application by WHM Chattahoochee Hills Investments, LLC (Cedar Grove Village Center) to rezone a total of 66.9 acres at 7789 Cedar Grove Rd. (ID 07 070001160793), 7635 Cedar Grove Rd. (ID 07 140101170024), 0 McClure Rd. (ID 07 070001160108) and 0 McClure Rd. (07 140101171378) from the AG-1 (Agricultural District) to MIX (Mixed Use District) to build 65,670 sf of retail/commercial and 793 units of multifamily, townhouse and single-family detached housing. (District 4)

Minutes:

Public Hearing held.

No comments received.

4. COMMERCIAL AND COMMUNITY DEVELOPMENT

7:00 p.m. Z23-006 (Public Hearing): Ordinance to rezone property at 2601 Flat Shoals Road from SUB- A (Suburban A Single-Family Dwelling District) and AG-1 (Agricultural District) to R-4 (Single-Family Dwelling District) and for a Special Use Permit for a church or other facility for religious organizations worship at the same property. (Parcel number: 09F420001691059). (District 6)

Minutes:

Public Hearing held.

Opposition: Michael Veneable

5. 7:20 p.m. U23-005 (Public Hearing): 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)

Minutes:

Public Hearing held.

No comments received.

6. 7:30 p.m. U23-003 (Public Hearing): Application by Elizabeth Olalude for a Special Use Permit for a church or other facility for religious organizations worship at 2300 Sheriff Road, zoned AG-1 (agricultural) (Parcel number: 13 0101 LL0820). (District 6)

Minutes:

Public Hearing held.

Applicant: Elizabeth Olaude

**Support: Adrina White
Vincent Nibo**

Opposition: Michael Veneable

7. NEW ALCOHOL LICENSES

7:40 p.m. Public Hearing for Gocha's Tapas Bar LLC, dba Gocha's Tapa Bar for an alcohol license for the consumption sale of wine, beer and distilled beverages at 5829 Campbellton Rd Ste 116, Atlanta Ga. 30331. (District 1)

Minutes:

Public Hearing held.

No comments received.

8. 7:50 p.m. Public Hearing for Impero Distributors Georgia Inc., dba Impero Distributors Georgia for an alcohol license for the wholesale sales of beer, wine, and distilled beverages, at 3926 Shirley Dr SW, South Fulton, GA 30336. (District 1)

Minutes:

Public Hearing held.

No comments received.

9. GAS STATIONS, CONVENIENCE AND LIQUOR STORES

8:00 p.m. Public Hearing for Fulton BP Inc. dba Fulton BP Inc. for a Transfer of alcohol license (Change of Ownership) for the retail sales of beer and wine beverages at 4335 Fulton Industrial Blvd, Atlanta, Ga 30331. (District 1)

Minutes:

Public Hearing held.

No comments received.

4. 8:20 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

Motion (Recess): Linda Pritchett

Second: Councilmember Gumbs

[Motion Approved]

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

Minutes:

A motion was made to recess for Executive Session for Personnel, Real Estate and Litigation at 8:04 PM.

The motion was approved unanimously.

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

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

Minutes:

A motion was made to reconvene from Executive Session at 10:13 PM.

The motion was approved 5-0. Councilmembers Gumbs and Willis did not vote.

5. 9:00 p.m. Adjournment of Meeting

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

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

Minutes:

A motion was made to adjourn the meeting at 10:14 pm.

The motion was approved 5-0. Councilmembers Gumbs and Willis did not vote.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Special Called Meeting Minutes from May 9, 2023

DATE: May 23, 2023

SUBJECT: Request Council Approval of City Council Special Called Meeting Minutes from May 9, 2023

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_SCM_2023_5_9_Meeting DRAFT	Cover Memo	5/22/2023

CITY OF SOUTH FULTON, GEORGIA
SPECIAL CALLED MEETING - Welcome All Park Multipurpose Facility, 4255 Will Lee
Rd, South Fulton, GA 30349
Tuesday, May 9, 2023, 3:30 PM



SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order

Minutes:

The meeting was called to order by Mayor Pro Tem Natasha Williams Brown at 3:33 PM.

2. Roll Call

Minutes:

Attendee Name	Title	Status	Arrived
khalid kamau	Mayor	Present	3:38 pm
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	3:36 pm
Helen Z. Willis	District 3 Councilmember	Present	
Jacey Sebastian	District 4 Councilmember	Present	
Corey A. Reeves	District 5 Councilmember	Present	4:00 pm
Natasha Williams	District 6 Councilmember	Present	
Linda B. Pritchett	District 7 Councilmember	Present	

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

3. Agenda Items

- 1. Request Council Approval of A Billing and Collection Agreement for Sanitation Services between the City and Fulton County/Tax Commissioner (City Manager)**

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 Billing and Collection Agreement for Sanitation Services between the City and Fulton County/Tax Commissioner.

The motion was approved unanimously.

2. Request Council Approval of A Resolution By The City Authorizing The Establishment Of A One-Time Solid Waste Hardship Assistance Program (Sponsored by Councilmembers Willis, Gumbs and Sebastian)

Motion (Approve): Councilmember Willis

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 A Resolution By The City Authorizing The Establishment Of A One-Time Solid Waste Hardship Assistance Program.

The motion was approved unanimously.

Mayor khalid requested that staff explore whether an insert can be added to the sanitation bill identifying this program for residents or in the alternative can the City mail a notice to the residents.

4. Adjournment of Meeting

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 4:23 PM.

The motion was approved unanimously.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 4.45 p.m. Z23-004/CV23-001: A Resolution to rezone a total of 66.9 acres at 7789 Cedar Grove Rd. (ID 07 070001160793), 7635 Cedar Grove Rd. (ID 07 140101170024), 0 McClure Rd. (ID 07 070001160108) and 0 McClure Rd. (07 140101171378) from the AG-1 (Agricultural District) to MIX (Mixed Use District) to build 65,670 sf of retail/commercial and 793 units of multifamily, townhouse and single-family detached housing. To Approve Concurrent Variances

DATE: May 23, 2023

SUBJECT: 4.45 p.m. Z23-004/CV23-001: A Resolution to rezone a total of 66.9 acres at 7789 Cedar Grove Rd. (ID 07 070001160793), 7635 Cedar Grove Rd. (ID 07 140101170024), 0 McClure Rd. (ID 07 070001160108) and 0 McClure Rd. (07 140101171378) from the AG-1 (Agricultural District) to MIX (Mixed Use District) to build 65,670 sf of retail/commercial and 793 units of multifamily, townhouse and single-family detached housing. To Approve Concurrent Variances

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Rezoning Ordinance - Z23-004 CV23-001 (Cedar Grove) v2	Cover Memo	5/19/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2023-_____

Z23-004/CV23-001 - A RESOLUTION TO REZONE A TOTAL OF 66.9 ACRES AT 7789 CEDAR GROVE RD. (ID 07 070001160793), 7635 CEDAR GROVE RD. (ID 07 140101170024), 0 MCCLURE RD. (ID 07 070001160108) & 0 MCCLURE RD. (07 140101171378) FROM THE AG-1 (AGRICULTURAL DISTRICT/SOUTH FULTON PARKWAY OVERLAY DISTRICT) TO MIX (MIXED USE DISTRICT/SOUTH FULTON PARKWAY OVERLAY DISTRICT) TO BUILD 65,670 SF OF RETAIL/COMMERCIAL AND 793 UNITS OF MULTIFAMILY, TOWNHOUSE AND SINGLE FAMILY DETACHED HOUSING: TO APPROVE CONCURRENT VARIANCES; AND FOR OTHER LAWFUL PURPOSES.

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

Section 1. That the Zoning Ordinance of the City of South Fulton be amended, and the maps established in connection therewith be hereby amended so that the following property, at 7789 Cedar Grove Rd. (ID 07 070001160793), 7635 Cedar Grove Rd. (ID 07 140101170024), 0 McClure Rd. (ID 07 070001160108) & 0 McClure Rd. (07 140101171378), be rezoned from M-2 (Heavy Industrial District/South Fulton Parkway Overlay District) to CUP (Community Unit Plan District/South Fulton Parkway Overlay District):

ALL THAT TRACT or parcel of land lying in Land Lots 116 and 117 of the 7th District of Fulton County, Georgia, more particularly described by the attached legal description and/or survey (Appendix “B”).

Section 2. If this amendment is approved under the provisions of Section 804.04 – “Conditions of approval”, and this Ordinance contains attached conditions of approval, building permits shall be issued only in compliance with the attached conditions.

Section 3. That the maps referred to, now on file in accordance with Sec. 205.01 of Appendix C of the Code of City of South Fulton, Georgia, be changed to conform with the terms of this ordinance.

Section 4. That the Concurrent Variances requested in accordance with Sec. 808.12 of Appendix C of the Code of Ordinances, be hereby granted, as listed in Appendix “C”.

Section 5. That all ordinances or parts of ordinances in conflict with the terms of this ordinance are hereby repealed.

[signatures and voting tabulations appear on the following page]

APPENDIX “A”

**Conditions for Z23-004
(7789 Cedar Grove Road
7635 Cedar Grove Road
0 McClure Road)**

- 1. That the development shall be built in substantial compliance with the site plan presented to the Planning Commission on April 26, 2023. Said site plan is conceptual only and must meet or exceed the requirements of the South Fulton Zoning Ordinance and any other approved conditions prior to the approval of a Land Disturbance Permit.**
- 2. That the development is limited to two (2) points of ingress/egress on Cedar Grove Road, and any additional points of ingress/egress should be on McClure Road.**
- 3. That streetscape improvements along Cedar Grove Road shall include sidewalks at a minimum width of eight (8) feet.**
- 4. That the two (2) parking decks shown on the site plan shall have a minimum of 208 parking spots in each parking deck.**
- 5. That at least 5% of the parking spaces in each parking deck will be equipped with level 2 or level 3 Electric Vehicle Supply Equipment.**

APPENDIX "B"

Legal Description

Tract I:

All that tract or parcel of land lying and being in Land Lots 116 and 117 of the 7th District of Fulton County, Georgia:

Begin at a concrete monument found at the intersection of Cedar Grove Road (variable right of way) and South Fulton Highway a/k/a South Fulton Parkway (variable right of way); commence along the right of way of South Fulton Highway a/k/a South Fulton Parkway North 47 degrees 08 minutes 00 seconds East a distance of 457.05 feet to a concrete monument found; thence North 56 degrees 39 minutes 00 seconds East a distance of 488.14 feet to a concrete monument found; thence North 40 degrees 36 minutes 42 seconds East a distance of 482.37 feet to a point; thence North 83 degrees 07 minutes 21 seconds East a distance of 139.37 feet to a concrete monument found; thence North 54 degrees 37 minutes 48 seconds East a distance of 64.52 feet to a concrete monument found; thence North 40 degrees 21 minutes 35 seconds East a distance of 368.35 feet to a concrete monument found; thence North 55 degrees 38 minutes 01 seconds East a distance of 42.53 feet to a ½" rebar found; thence South 00 degrees 07 minutes 38 seconds West a distance of 267.49 feet to a 1" rebar found; thence South 00 degrees 07 minutes 37 seconds East a distance of 1242.13 feet to ½" rebar set; thence North 89 degrees 52 minutes 21 seconds West a distance of 136.00 feet to a ½" rebar set; thence South 00 degrees 07 minutes 37 seconds East a distance of 257.00 feet to a ½" rebar set; thence North 89 degrees 52 minutes 21 seconds West a distance of 456.51 feet to a 1" open top pip found; thence South 00 degrees 07 minutes 39 seconds West a distance of 320.22 feet to a ½" rebar set at the right of way of Cedar Grove Road; continuing along the right of way of Cedar Grove Road North 50 degrees 47 minutes 00 seconds West a distance of 238.26 feet to a point; thence along a curve an arc distance of 301.41 feet, having a radius of 7,068.92 feet and being subtended by a chord of 301.39 feet at North 51 degrees 12 minutes 9 seconds West to a point; thence North 52 degrees 25 minutes 35 seconds West for a distance of 542.78 feet to a concrete monument found; thence North 28 degrees 48 minutes 10 seconds West a distance of 164.53 feet to the Point of Beginning.

Said parcel is more particularly identified on a plat of survey prepared for Geraldine M. Bonner, prepared by W.D. Gray and Associates, Inc., dated October 1, 2015.

Tract II:

All that tract or parcel of land lying and being in Land Lot 116 of the 7th District, Fulton County, Georgia and being more particularly described as follows:

Commence at a concrete monument found at the intersection formed from the westerly right of way of Cedar Grove Road (having a variable right of way) and the northerly right of way of

South Fulton Parkway (having a variable right of way); said point being THE POINT OF BEGINNING.

Thence following the northerly right of way of South Fulton Parkway South 47 degrees 36 minutes 38 seconds West for a distance of 3.63 feet to a concrete monument found; Thence continuing along said right of way South 46 degrees 06 minutes 11 seconds West for a distance of 189.30 feet to a concrete monument found; Thence continuing along said right of way South 45 degrees 42 minutes 14 seconds West for a distance of 143.19 feet to an iron pin set; Thence leaving said right of way North 01 degrees 56 minutes 53 seconds East for a distance of 274.45 feet to an iron pin set; Thence South 89 degrees 10 minutes 26 seconds East for a distance of 212.17 feet to an iron pin set on the westerly right of way of Cedar Grove Road; Thence continuing along said right of way South 28 degrees 10 minutes 43 seconds East for a distance of 42.57 feet to a concrete monument found; said point being THE POINT OF BEGINNING.

Together with and subject to all legal easements and rights of ways, Public or Private. Said parcel contains 35,878.54 Sq. Ft. or 0.82 acres more or less.

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 116 & 117 of the 7th District of originally Coweta, then Campbell and now Fulton County, Georgia and being more particularly described as follows:

Beginning at a point 1478 feet east from the northwest corner of said Land Lot 117 thence running South 334.0 feet to the right of way of Cedar Grove Road; thence southeasterly along the right of way of Cedar Grove Road a distance of 410 feet +/-; thence easterly a distance of 95 feet +/- to a point; thence northeasterly a distance of 606 feet to a point on land lot line between Land Lot 116 and 117; thence north 257 feet to a point; thence west a distance of 138 feet to a point; thence south a distance of 257 feet to a point on land lot line between Land Lot 116 and 117; thence west along said land lot line a distance of 459 feet to the point of beginning.

The above described property is bounded on all sides now or formerly by McClure property and is the same as that delineated on plat of survey for Charles N. King in November, 1962, and recorded in Plat Book 6706, Page 470, office of Clerk of Superior Court, Fulton County, and revised by Bush, Steed & Boyd, Inc, July 8, 1976 as shown on plat attached to Warranty Deed recorded in Deed Book 11296, Page 466, aforesaid records.

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 117 of the 7th District of Fulton County, Georgia, and being more particularly described as follows:

Beginning at a point formed by the intersection of the northernmost right-of-way of Cedar Grove Road, such road having a right-of-way of 60 feet, with the westernmost portion of the right-of-way of McClure Road, same being an unpaved road with a right-of-way of 60 feet, thence from an iron pin located at such common point north 9 degrees 23 minutes 49 seconds east on the right-of-way of McClure Road a distance of 351.30 feet to an iron pin; thence north 72°39'33" west a distance of 275.40 feet to a 3/4 inch pipe set; thence south 89°50'39" west a distance of 68.72 feet to an iron pin set on the northern side of the right-of-way of Cedar Grove Road; thence by the chord south 34°41'39" east a distance of 360.54 feet by an arc along the right-of-way of Cedar Grove Road to an iron pin; thence continuing along such right-of-way south 27°38'25" east a distance of 149.90 feet to an iron pin and the point of beginning. The described property being 1.301 acres pursuant to a plat prepared by William D. Shaw on May 4, 1985 for Donald L. and Geraldine M. Bonner.

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 117 of the 7th District, Fulton County, Georgia and being more particularly described as follows:

Beginning at an axle found at the common corner of Land Lots 116, 141, 140, and 117; Thence along the Northerly Land Lot line of Land Lot 117 South 89 degrees 59 minutes 20 seconds West a distance of 474.76 feet to a 1/2" rebar found on the Westerly Right-of-Way of McClure Road (Apparent 50' Right-of-Way); Thence leaving said Land Lot line along said Right-of-Way following a curve to the right having a radius of 204.52 feet, an arc length of 56.35 feet, a chord which bears South 46 degrees 43 minutes 14 seconds West and a chord length of 56.17 feet to a point; Thence continue along said Right-of-Way following a curve to the left having a radius of 739.37 feet, an arc length of 30.62 feet, a chord which bears South 48 degrees 49 minutes 41 seconds West, and a chord length of 30.62 feet to a 1/2" rebar set; Thence continue along said Right-of-Way following a curve to the left having a radius of 739.37 feet, an arc length of 101.05 feet, a chord which bears South 43 degrees 43 minutes 34 seconds West, and a chord length of 100.97 feet to a 1/2" rebar set and the TRUE POINT OF BEGINNING; Thence continue along said Right-of-Way following a curve to the left having a radius of 739.37 feet, an arc length of 25.24 feet, a chord which bears South 38 degrees 49 minutes 58 seconds West, and a chord length of 25.23 feet to a point; Thence continue along said Right-of-Way following a curve to the left having a radius of 4529.94 feet, an arc length of 269.08 feet, a chord which bears South 37 degrees 11 minutes 35 seconds West, and a chord length of 269.04 feet to a point; Thence continue along said Right-of-Way following a curve to the left having a radius of 526.30 feet, an arc length of 204.05 feet, a chord which bears South 21 degrees 43 minutes 01 seconds West, and a chord length of 202.78 feet to a point; Thence continue along said Right-of-Way South 09 degrees 44 minutes 59 seconds West a distance of 129.01 feet to a 1/2" rebar set; Thence leaving said Right-of-Way North 73 degrees 10 minutes 47 seconds West a distance of 284.25 feet to a 1" pipe found; Thence North 16 degrees 12 minutes 11 seconds East a distance of 605.60 feet to a 1" pipe found; Thence South 73 degrees 11 minutes 39 seconds East a distance of 395.32 feet to a 1/2" rebar set and the TRUE POINT OF BEGINNING; said tract containing 4.234 acres more or less as show on a plat for Geraldine M. Bonner by W.D. Gray and Associates, Inc. dated August 17, 2010.

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 117 and 116 of the 7th District, Fulton County Georgia and being more particularly described as follows:

Beginning at an axle found at the common corner of Land Lots 116, 141, 140, and 117; Thence along the Northerly Land Lot line of Land Lot 117 South 89 degrees 59 minutes 20 seconds West a distance of 474.76 feet to a 1/2" rebar found on the Westerly Right-of-Way of McClure Road (Apparent 50' Right-of-Way); Thence leaving said Land Lot line along said Right-of-Way following a curve to the right having a radius of 204.52 feet, an arc length of 56.35 feet, a chord which bears South 46 degrees 43 minutes 14 seconds West and a chord length of 56.17 feet to a point; Thence continue along said Right-of-Way following a curve to the left having a radius of 739.37 feet, an arc length of 30.62 feet, a chord which bears South 48 degrees 49 minutes 41 seconds West, and a chord length of 30.62 feet to a 1/2" rebar set and the TRUE POINT OF BEGINNING; Thence continue along said Right-of-Way following a curve to the left having a radius of 739.37 feet, an arc length of 101.05 feet, a chord which bears South 43 degrees 43 minutes 34 seconds West, and a chord length of 100.97 feet to a 1/2" rebar set; Thence leaving said Right-of-Way North 73 degrees 11 minutes 39 seconds West a distance of 395.32 feet to a 1" pipe found; Thence North 00 degrees 07 minutes 37 seconds West a distance of 1499.08 feet to a 1" rebar found; Thence South 89 degrees 48 minutes 21 seconds East a distance of 490.21 feet to a 5/8" rebar found; Thence South 00 degrees 09 minutes 37 seconds West a distance of 1479.88 feet to a 5/8" rebar found on the Southerly Land Lot line of Land Lot 116; Thence South 30 degrees 22 minutes 56 seconds West a distance of 68.24 feet to a 1/2" rebar set on the Westerly Right-of-Way of McClure Road and the TRUE POINT OF BEGINNING; said tract containing 17.359 acres more or less as shown on a plat for Jacqueline M. Blackmon by W.D. Gray and Associates, Inc. dated August 17, 2010.

APPENDIX “C”

CONCURRENT VARIANCES:

- 1. Reduce the undisturbed natural vegetative buffer along streams from 75' to 50'.**
- 2. Reduce zoning buffer along South Fulton Pkwy property line from 100'to 10' with an additional 10' setback interior to the buffer, reduce zoning buffer along Cedar Grove Road rights-of-way for a distance of 300 feet measured from the intersection with the South Fulton Pkwy from 100' to 10'.**
- 3. Reduce the front landscape strip along Cedar Grove Road for MIX district from 20' to 0' from South Fulton Pkwy to proposed entry boulevard and reduce it from 20' to 10' from entry boulevard to McClure Road.**

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:00 p.m. Z22-011 - A Resolution to rezone 17.5+/- acres of land, located on the west side of Riverside Drive (Parcel ID 14F0131 LL0099), from M-2 (Heavy Industrial District/Sandtown Overlay District) to CUP (Community Unit Plan District/Sandtown Overlay District) to build 62 single family homes

DATE: May 23, 2023

SUBJECT: 5:00 p.m. Z22-011 - A Resolution to rezone 17.5+/- acres of land, located on the west side of Riverside Drive (Parcel ID 14F0131 LL0099), from M-2 (Heavy Industrial District/Sandtown Overlay District) to CUP (Community Unit Plan District/Sandtown Overlay District) to build 62 single family homes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Rezoning Resolution - Z22-011 (Riverside Drive)	Cover Memo	5/20/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2023-_____

Z22-011 - A RESOLUTION TO REZONE 17.5+/- ACRES OF LAND, LOCATED ON THE WEST SIDE OF RIVERSIDE DRIVE (PARCEL ID 14F0131 LL0099), FROM M-2 (HEAVY INDUSTRIAL DISTRICT/SANDTOWN OVERLAY DISTRICT) TO CUP (COMMUNITY UNIT PLAN DISTRICT/SANDTOWN OVERLAY DISTRICT) TO BUILD 62 SINGLE FAMILY HOMES; AND FOR OTHER LAWFUL PURPOSES.

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

Section 1. That the Zoning Ordinance of the City of South Fulton be amended, and the maps established in connection therewith be hereby amended so that the following property, on the west side of Riverside Drive (Parcel ID 14F0131 LL0099), be rezoned from M-2 (Heavy Industrial District/Sandtown Overlay District) to CUP (Community Unit Plan District/Sandtown Overlay District):

ALL THAT TRACT or parcel of land lying in Land Lot 131 of the 14th 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]

**Conditions for Z22-011
14F0131 LL0099**

Legal Description

All that tract or parcel of land lying and being in land lot 131 of the 14th district, City of South Fulton, Fulton County Georgia and being more particularly described as follows:

Commence at a 1/2" rebar found located on the western right of way line of Riverside Drive (60' r/w) and the northern line of land lot 131, thence south along the r/w of Riverside Drive 96.12' to a 1/2" rebar with yellow cap "H&J LOT CORNER" located on the southern boundary of property now or formerly Housing Authority of Fulton County, said point being the POINT OF BEGINNING for this tract of land:

Thence continuing along said right of way of Riverside Drive South 28°11'45" East, a distance of 88.09 feet to a point; thence 332.44 feet along a curve to the left having a radius of 2762.46 feet and a chord bearing and distance of South 32°08'42" East, 332.24 feet to a point; thence 186.80 feet along a curve to the left having a radius of 2800.42 feet and a chord bearing and distance of South 37°16'27" East, 186.77 feet to a point; thence 116.00 feet along a curve to the left having a radius of 42986.32 feet and a chord bearing and distance of South 40°44'01" East, 116.00 feet to a point; Thence South 43°03'22" East, a distance of 113.10 feet to a point; Thence South 44°48'02" East, a distance of 91.41 feet to a 1/2" rebar; Thence leaving said right of way and along property now of formerly Walton Georgia Woodbury Park LP tract 3C, South 40°20'09" West, a distance of 401.94 feet to a 1/2" rebar; Thence South 03°26'26" East, a distance of 304.07 feet to a point located at the centerline of a creek (thence along centerline of said creek approximately 715' northwesterly) said creek having a tie line of North 84°48'50" West, a distance of 628.82 feet to a point in the centerline of creek; Thence leaving the centerline of the creek and along property now or formerly Walton Georgia Woodbury Park LP, Tract 3A, North 19°07'41" East, a distance of 451.12 feet to a point; Thence North 25°50'31" West, a distance of 639.55 Feet to a point located in the centerline of a ditch on the southern line of property now of formerly the Housing Authority of Fulton County; (thence along the centerline of said ditch approximately 135 feet to a 1/2" rebar with yellow plastic cap "H&J LOT CORNER"), said ditch having a tie line of North 82°20'08" East, a distance of 127.08 feet to a point; Thence continuing along the Housing Authority Property North 38°51'32" East, a distance of 261.89 feet to a 1/2" rebar with yellow plastic cap; Thence North 65°22'27" East, a distance of 176.03 feet to a point and the POINT OF BEGINNING

Said tract containing 17.102 acres more or less (using Tie Lines) or 17.466 Acres (using Natural Boundaries).

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: CDP23-001 (in conjunction with Z22-011) - A Resolution To Amend The Future Development Map Of The City Of South Fulton Comprehensive Development Plan, Known As "Our South Fulton: The 2021 Comprehensive Plan" (CDP), So As To Redesignate Property Located On The West Side Of Riverside Drive (Tax Parcel 14F0131 LL0099), Consisting Of 17.5+/- Acres, From The Industrial Zone Character Area Designation To The Suburban Neighborhood Character Area Designation

DATE: May 23, 2023

SUBJECT: CDP23-001 (in conjunction with Z22-011) - A Resolution To Amend The Future Development Map Of The City Of South Fulton Comprehensive Development Plan, Known As "Our South Fulton: The 2021 Comprehensive Plan" (CDP), So As To Redesignate Property Located On The West Side Of Riverside Drive (Tax Parcel 14F0131 LL0099), Consisting Of 17.5+/- Acres, From The Industrial Zone Character Area Designation To The Suburban Neighborhood Character Area Designation

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Resolution CDP - Riverside Drive (Z22-011)	Cover Memo	5/20/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2023-_____

CDP23-001 – A RESOLUTION TO AMEND THE FUTURE DEVELOPMENT MAP OF THE CITY OF SOUTH FULTON COMPREHENSIVE DEVELOPMENT PLAN, KNOWN AS “OUR SOUTH FULTON: THE 2021 COMPREHENSIVE PLAN” (CDP), SO AS TO REDESIGNATE PROPERTY LOCATED ON THE WEST SIDE OF RIVERSIDE DRIVE (TAX PARCEL ID 14F0131 LL0099), CONSISTING OF 17.5+/- ACRES, FROM THE INDUSTRIAL ZONE CHARACTER AREA DESIGNATION TO THE SUBURBAN NEIGHBORHOOD CHARACTER AREA DESIGNATION (IN CONJUNCTION WITH Z22-011); 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 intended use of the property is for residential development and a rezoning request (**Z22-011**) has been submitted and will run concurrently with this request; and

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

NOW, THEREFORE, BE IT RESOLVED that the Future Development Map of the City of South Fulton Comprehensive Development Plan, known as “Our South Fulton: he 2021 Comprehensive Plan” (CDP), so as to redesignate property located on the west side of Riverside Drive (Tax Parcel ID 14F0131 LL0099) (as attached hereto as “Exhibit “A”) from the Industrial Zone Character Area to the Suburban Neighborhood Character Area designation (in conjunction with Z22-011).

BE IT FURTHER RESOLVED that all amendments shall take effect immediately and all maps reflect changes.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:10 p.m. Tapas Bar LLC, dba Gocha's Tapa Bar for an alcohol license for the consumption sale of wine, beer and distilled beverages at 5829 Campbellton Rd Ste 116, Atlanta Ga. 30331.

DATE: May 23, 2023

SUBJECT: 5:10 p.m. Tapas Bar LLC, dba Gocha's Tapa Bar for an alcohol license for the consumption sale of wine, beer and distilled beverages at 5829 Campbellton Rd Ste 116, Atlanta Ga. 30331.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Gocha's Tapas Bar City Council Documents_Redacted Updated	Cover Memo	5/20/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager



REVIEW AND APPROVAL ROUTING SHEET

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

Parties Consulted:

Initials

Date

☐ **City Attorney/General Counsel**

Legal issues have been addressed

☐ **Assistant City Manager**

Complies with operational processes and guidelines.

☐ **Finance Director**

Funds are available and complies with fiscal guidelines.

Karen Slaton Dixon

Apr 18, 2023

☐ **Information Technology Director**

When Information Technology issues are involved

☐ **Program & Performance Manager**

Complies with Division/programmatic processes

☐ **Communications Director**

Complies with Division/programmatic processes

☐ **Parks & Recreation Director**

Complies with Division/programmatic processes

☐ **Destination South Fulton Director**

Complies with Division/programmatic processes

☐ **DCDRA Director**

Complies with Division/programmatic processes

Reginald B. McClelland

Apr 20, 2023

☐ **Human Resources Director**

Complies with HR policies and procedures; positions are budgeted

☐ **Public Safety**

Complies with Division/programmatic processes. Specify Fire or Police



Keith Meadows (Apr 18, 2023 11:58 EDT)

Chad C. Jones

Chad C. Jones (Apr 18, 2023 13:05 EDT)

Apr 18, 2023

Apr 18, 2023

☐ **Public Works Director**

Complies with Division/programmatic processes

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

Complies with Division/programmatic processes. Specify Area

Brian Morris

Apr 18, 2023

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

Complies with Division/programmatic processes. Specify Area

City Manager's Decision:

Approved ☐

Disapproved ☐

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

City Manager's Comments:

City Manager's Signature

Date

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

City of South Fulton Agenda Item Summary



City Council Meeting Date 5/9/2023		
Requesting Department Police Department		Council District(s) Affected District 1
Requested Action Approval to get on City Council Agenda for May 09, 2023 to have a public hearing and for council to vote on the request for an alcohol license for Gocha's Tapas Bar LLC, dba Gocha's Tapas Bar for an alcohol license for the consumption sales of wine, beer and distilled beverages at 5829 Campbellton Rd Ste 116, Atlanta, Ga. 30331.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Pursuant to Title 16, Section-16-2020(d), Staff recommends City Council to Grant Approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The applicant for Gocha's Tapas Bar LLC, dba Gocha's Tapas Bar has applied for an alcohol license for the the consumption sales of wine, beer and distilled beverages at 5829 Campbellton Rd Ste 116, Atlanta, Ga. 30331. This request is do to a new business. All applicable fees and inspections have been paid and passed. This business is currently operating on a temporary license.		
Funding Source (if applicable)		
Financial Impact (if applicable) 650+650+3200Initial Renenue \$5,380 with estimated annual revenue of \$4,500		
Financial Impact Statement Received Yes ☐ No ☒		
Legislative Process Complete Yes ☐ No ☒		
Department Director Approval  Keith Meadows (Apr 18, 2023 11:58 EDT)  Brian Morris		Finance Director Approval  Karen Slaton-Dixon
Assistant City Manager Approval _____	City Attorney Approval _____	City Manager Approval _____

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



DONALD TOMS
ASSISTANT CITY MANAGER

MEMORANDUM

TO: City of South Fulton Mayor & Council

FROM: Keith Meadows, Chief of Police 
KM

DATE: April 5, 2023

SUBJECT: Request by Gocha's Tapas Bar LLC
Alcohol License for the consumption sales of wine, beer, and
distilled beverages at 5829 Campbellton Rd Ste 116, Atlanta, Ga
30331

The applicant up for Gocha's Tapas Bar LLC dba Gocha's Tapas Bar seeks an alcohol license for the consumption sales of wine, beer, and distilled beverages at 5829 Campbellton Rd Ste 116, Atlanta, Ga 30331. This application is for a new business. All applicable fees related to obtaining an alcohol license have been paid.

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

CHIEF OF POLICE RECOMMENDATION: APPROVAL

APPLICATION INFORMATION

Applicant Information	Gocha's Tapas Bar 5829 Campbellton Rd Ste 116 Atlanta, Ga 30331
City Council District	1
Parcel ID Number	14F0118LL0989
Square Footage	
Existing zoning	C-1 (Limited Commercial District)
Current/Past Use of the Property	Adding Bar and Grill an existing restaurant.
History	This property operates as a restaurant.

Cc: Corey Adams, City Clerk

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

PERSONAL STATEMENT

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

Applicant Name in FULL (Please Print) TASHALA GOCHA HARKINS

Home Address: [REDACTED] Atlanta, GA 30331

Business Address: [REDACTED]

Place of Birth [REDACTED] Date of Birth [REDACTED] Age: 51
(City, State, Country) (Day, Month, Year)

Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eye Color: BROWN U.S. Citizen ☒ By Birth ☒

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

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

31 YEARS AGO Sales & possession. served 2 years in incarceration
over now a productive citizen making a difference.

List names and addresses of employers for the past three (3) years: GOCHA'S BREAKFAST BAR LLC

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

Full name of spouse / (Maiden Name)

DOB

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

Applicant's Printed Name TASHALA GOCHA HARKINS Applicant's Signature [Signature] Date of Application 12/08/2021

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

This 8th day of Dec, 2021.

Notary Public Signature: [Signature]

Notary Printed Name: M Goodlitt



Date Revised: 5/25/2021

5

RESIDENCE DETERMINATION FORM

Certificate of Residence
For Retail Package Distilled Spirits Applicants Only

State of Georgia, _____ County

I, _____ Judge of the probate Court, for _____

County, Georgia, hereby certify that _____ is now and has been a Bona Fide Resident of the state of Georgia for one year, and in the county of _____ for one year immediately preceding the date of this affidavit, based upon the affidavit of applicant, and the evidence submitted therewith.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court this _____ day of _____, 20____.

Judge of the Probate Court

County, Georgia

Certificate of Residence
For All Other Alcoholic Beverage License Applicants

State of Georgia, _____ Fulton _____ County

I, _____ Kenya M. Johnson _____ Judge of the probate Court, for _____ Fulton _____

County, Georgia, hereby certify that _____ Tashala Hawkins-Haynes _____ is now and has been a Bona Fide Resident of the state of Georgia in the county of _____ Fulton _____ based upon the affidavit of applicant and the evidence submitted therewith. In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court this _____ 18th _____ day of _____ August _____, 20____ 22.

Kenya M. Johnson

Judge of the Probate Court

Fulton

County, Georgia

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

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

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

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

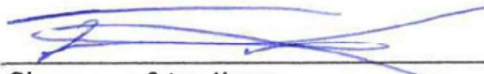
My alien number issued by the Department of Homeland Security or other
federal immigration agency is _____.

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

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

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

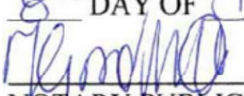
Executed in Atlanta (city) GA (state)


Signature of Applicant

Tashia Gocha Hawkins
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE

ME ON THE 8th DAY OF Dec, 2021


NOTARY PUBLIC

My Commission Expires: 10/06/22

Date Revised: 5/25/2021



7

E-Verify Affidavit

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

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

Section 1.

Please check only one:

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

*** If the employer selected Section1(A), please fill out Section 2 below.

Section 2.

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

Gocha's Tapas Bar
Name of Private Employer

87-3623223
Federal Work Authorization User Identification Number

1-6-2022
Date of Authorization

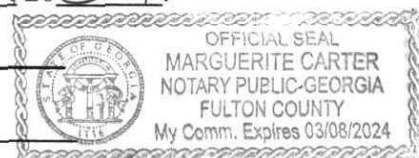
I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on this day 18 of August, 2022 in Atlanta (city), GA (state).

[Signature]
Signature of Authorized Officer or Agent

TASHA GOCHA HAWKES
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 18 DAY OF August, 2022.

Marguerite Carter
NOTARY PUBLIC
My Commission Expires: 03/08/2024



CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



REGISTERED AGENT DESIGNEE FORM

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

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

Name: TASHA Gocha Hawkins
(Full Printed Name No Initials)

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

Home Address: [REDACTED]

City: Atlanta State: GA Zip: 30321

Phone# [REDACTED]

Business Address: 5829 Campbellton Rd

City: Atlanta State: GA Zip: 30331

Phone# 305 877 9210

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

a business located at

, City of South Fulton, Georgia.

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

[Signature]
SIGNATURE OF APPLICANT

8/18/2022
DATE

TASHA Gocha Hawkins
PRINTED NAME OF APPLICANT

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 18 DAY OF August 2022

Marguerite Carter
NOTARY PUBLIC SIGNATURE

MARGUERITE CARTER
NOTARY PUBLIC PRINTED NAME



CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

SECTION 1: Licensee/Agent Atika Gocha (Hwy 1) **For the year** 2023 **Date** 4/17

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

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

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

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

☒ BEER ☒ WINE ☒ DISTILLED SPRITS/LIQUOR

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

- | | | | |
|---|---|--|--|
| ☐ Retail Package Store | ☐ Convenience Store | ☐ BYOB (Wine/Malt Only) | ☒ Restaurant (3% for excise taxes) |
| ☐ Growler | ☐ Supermarket | ☐ Microbrewery | ☐ Gas / Drug / Dry Goods Store |
| ☐ Importer | ☐ Manufacturer | ☐ Wholesale | ☐ Public Entertainment Facility |
| ☐ Hotel / Hotel Suites | ☐ Night Club / Bar / Lounge
(3% excise tax) | ☐ Tasting (Wine/Malt) | |

Other. Please Specify _____

Additional Activities Proposed for Premises (check all that apply)

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

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

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

2. Legal Name of Business: Gocha's Tapas Bar LLC

Operating/Trade Name of Business _____

Has location had an alcohol license within the last 12 months? [] Yes ☒ No 30331 St 116

3. Business Address: 5829 Campbellton Rd Atl GA Council District: 1
(Street Address, City, State Zip)

4. Billing Address: Atlanta, GA 30331

5. Proposed Location Zoned: _____

- | | |
|---|------------|
| 6. A. Distance from closest private residence in any direction: | <u>5</u> |
| B. Distance from closest college campus or school ground: | <u>0.5</u> |
| C. Distance from closest branch of any South Fulton Public library: | <u>2</u> |
| D. Distance from closest church or place of worship: | <u>2</u> |
| E. Distance from closest regular school bus stop as designated by
Fulton County Board of Education for pick-up or drop-off of
school children in transport to the public schools of City of South Fulton. | <u>3</u> |

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

SECTION 2:

1. Full name of Applicant (Company/Corporation) Gocha's Tapas Bar
2. Full name of Licensee: Tashala Gocha HARRKINS
 Licensee Social Security Number: [REDACTED]
 Date of Birth and Place of Birth: [REDACTED]
 Citizen of the USA? ☒ Yes ☐ No Alien Number: _____
 Resident of Georgia? ☒ Yes ☐ No Years 11 County Fulton
 Home Address: [REDACTED]
 City Atlanta State GA Zip Code 30331
 Telephone Number: Home: (____) _____ Business: (____) _____
 Email Address: [REDACTED]
 Hours said Licensee will actively be on the premise: 8
 List duties of Licensee: manage owner operator

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

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

COMPANY	ADDRESS (CITY & STATE)	POSITION	DATES
Gocha's Bria/Kita	3695 Cascade Ave	owner operator	2018-present
Gocha Salon	Atlanta GA	owner operator	2011-2018

5. Does Licensee or any Partner(s), Corporation Officer, Principal Shareholder(s), Trustee(s) or Spouse have, within the preceding ten (10) years, any conviction for the violation of any federal, state or Local laws, Ordinances or Regulations, or does said person have current proceeding for violation of any Federal, State or Local laws, ordinances or regulations? ☐ Yes ☒ No

6. For the purpose of this question, the term – conviction shall include an adjudication of guilt, a plea of guilty, a plea of nolo contendere, the forfeiture of a bond or adjudication by pre-trial intervention.

PERSON CHARGED	DATE	OFFENSE	LOCATION	DISPOSITION

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

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

If yes, please check appropriate status above and explain _____

9. Full Name of Manager: Tashala Gocha HARKINS
- Social Security Number of Manager: _____
- Date of Birth and Place of Birth: _____
- Home Address: _____
- Telephone Number: Home: (____) _____ Business: _____
- E-mail Address: _____
10. Hours said manager will be on the premise: 8
11. What is the manager's business experience? 28 years of business management
12. Has the manager worked in this or a similar capacity? ☒ Yes ☐ No
- If yes, explain: Managed several businesses Gocha's Breakfast Bar.
Gocha's Breakfast Bar 2

FINANCIAL BACKGROUND INFORMATION

13. Applicant's full name (Company/Corporation) Tashala Gocha HARKINS
- If a Corporation, Date of Incorporation: 11/18/2021 Taxpayer Id# 87-3623223

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

NAME	ADDRESS	DOB	SSN	POSITION	% INTEREST
Tashala Harkins	_____	____/____/____	_____	CEO	100

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

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

NAME	AMOUNT INVESTED	SOURCE OF FUNDS	DATES
Gochalski's Bar & Grill			6-2022
Gochalski's Bar & Grill 2			7-2022
Gochalski's Bar & Grill 3			8-2022

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

TYPE	BANK	CITY & STATE	LAST 6 OF ACCOUNT#	AMOUNT
Business Chg	Chase	ATL		
Business	Wells Fargo	ATL		

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

NAME	ADDRESS	AMOUNT/ITEM	DATE

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

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

NAME	NAME AND ADDRESS OF PREMISES	POSITION	% OF INTEREST
Tashala Gochalski	3695 Cascade Rd ATL	owner	100
	834 Glynwood St South ATL	owner	100

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

LICENSED PREMISES

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

If yes:

Date of Purchase _____ Purchase Price _____

Name of Seller: _____

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

John Perlman 5784 Lake Forrest Dr Sandy Springs Ga 30328

Amount of rent/lease:

Monthly \$800 Annually 70,000 Other (specify) _____

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

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

☐ denied, ☐ suspended or ☐ revoked

If yes, check the appropriate status above and explain: _____

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

If yes, name of Hotel or Motel _____

25. If the business is to be operated as a department inside of premises where another business is operating, give details of the existing business. no

26. What will be your business/operating hours? M-T 11-10pm FR-Sat 11-11pm Sun 1-9pm

27. Where will your trash receptacle be located? out back

28. What arrangements have you made for trash removal? Waste Management

29. How often will you clean your property? daily

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

service

31. What is your plan for unlawful conduct on the premises? call police

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

by using fire safety plan. fire extinguishers.

33. What type of security do you plan to have? off duty police officers

We exit doors designated for use in case of emergency.

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

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

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

Server awareness classes how to check ID's

35. What type of buffering do you have, or will you provide to alleviate the effects of noise, lighting, odors, traffic or other nuisances on surrounding properties?

Sanitation of property always exist along with proper lighting

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

proper call landlord as well as no loitering on

37. Describe the traffic and pedestrian ingress and egress to/from the property and to/from any existing or proposed structure on the property. When entering property enter DR

Campbell Road as well as exit of Campbell Road.

CONSUMPTION ON PREMISE LICENSE

If you are applying for a consumption on premise license, please complete questions 38-44.

If not, write N/A and please skip ahead to question 45.

38. Seating Capacity: ☒ Restaurant 90 ☐ Bar ☐ Other ☐ Brewpub ☐ Brewery ☐ Lounge ☐ Winery ☐ Private ☐ Nightclub

39. Describe kitchen Facilities: closed kitchen

List number of Employees: 3 Cooks 5 Waiters/Waitress 2 Other employees 2 Alcohol Servers

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

40. Is business air conditioned? ☒ Yes ☐ No

41. Will you have live entertainment? ☐ Yes ☐ No occasionally

42. What percentage of revenues do you expect to come from food sales? 80 from alcohol? 20

43. What is the total square footage of the licensed premises? 2100

44. How many parking spaces are you required to have? N/A

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

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

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

RETAIL PACKAGE LIQUOR LICENSE (selling liquor, beer, & wine)

If you are applying for a retail package liquor license, please complete questions 45-47.
If not, write N/A and please skip ahead to question 48.

N/A

45. Do you propose to operate this store solely as a package liquor store? ☐ Yes ☐ No

46. Does the Licensee/Agent, Spouse, or any other owner(s), partner(s) or stockholders have an interest in other retail liquor stores? ☐ Yes ☐ No

NAME	NAME & LOCATION OF BUSINESS	POSITION	% INTEREST

47. Do you or your spouse or any partner or stockholder have any financial interest in any wholesale liquor business?
☐ Yes ☐ No

If yes, give details: _____

RETAIL BEER AND/OR WINE LICENSE (selling beer & wine only)

If you are applying for a retail beer and/or wine license, please complete questions 48-50.
If not, please skip ahead to next page.

48. Are you (the applicant) or any member of your family, the owner, lessor or sub-lessor of any real estate which is occupied by a retail package (liquor) store? ☐ Yes ☐ No

If yes, list locations, information as to any lease or rental agreement, amount of rent received, and to whom.

LOCATION	LEASE/RENTAL AGREEMENT INFORMATION	AMOUNT OF RENT	LESSOR

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

49. Are you or any member of your family the Executor, Administrator, Beneficiary or Heir of any estate having any interest in retail package (liquor) store? [] Yes [☒] No

If yes, list location(s), amount of interest and your relationship with the estate:

LOCATION(S)	% INTEREST	YOUR RELATIONSHIP TO ESTATE

50. Are you or any member of your family the beneficiary or trustee of any trust fund having any interest in a retail package (liquor) store? [] Yes [☒] No

If yes, give your position, the name of the trust and the amount of income that you receive.

POSITION	NAME OF TRUST	INCOME RECEIVED



CERTIFICATION

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

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

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

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

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

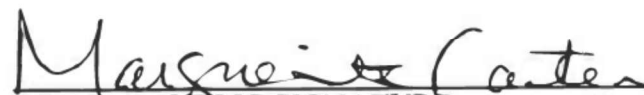

SIGNATURE OF APPLICANT
8/15/2022
DATE
Tashala Gocha Hawkins
PRINTED NAME OF APPLICANT

~For Notary~

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

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 15 DAY OF August 20 22


NOTARY PUBLIC SIGNATURE

MARGUERITE CARTER
NOTARY PUBLIC PRINTED NAME





INTER-OFFICE MEMORANDUM

DATE: April 5, 2023
TO: Chief K. Meadows
FROM: Jacquelyn J. Bell

SUBJECT: Staff Recommendation -Gocha's Tapas Bar

The applicant for Gocha's Tapas Bar seeks an alcohol license for the consumption sales of wine, beer, and distilled beverages at **5829 Campbellton Rd Ste 116, Atlanta, GA 30331**. All applicable fees have been paid related to the alcohol license.

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

Application Information

Applicant: Gocha's Taps Bar LLC/ Tashala Hawkins
Business Address 5829 Campbellton Rd Ste 116, Atlanta, GA 30331
District(s): 1
Parcel ID Number: 14F0118LL0989
Existing Zoning: C-1 (Limited Commercial District)

Current/Past Use of the Property: Bar and Grill Restaurant

History: This request serves as the applicants first request. The bar and grill restaurant. The applicant also has a current business license with the City of South Fulton and has requested a license resulting from an ownership change. The location is operating with a temporary license.

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

 The applicant does not meet the legal requirements.

Staff Name and Signature:

Jacquelyn J. Bell *[Signature]*

Police Chief Recommendation:



Approval

Denial

Signature:

[Signature]
Keith Meadows (Apr 18, 2023 11:58 EDT)

cc: Chief Keith Meadows
File



South Fulton Police Department

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

Keith Meadows
Chief of Police

March 23, 2023

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

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

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

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

Business Information:
Gocha's Tapas Bar
5829 Campbellton RD
Atlanta, Ga. 30331
[REDACTED]

For Code Enforcement Use Only

Date of Inspection: 3/27/2023

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

DOUGLAS REID
Print Name of Code Enforcement Inspector

[Signature]
Code Enforcement Inspector Signature

Brian Morris
Print Name of Department Head

[Signature]
Department Head Signature

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



South Fulton Police Department

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

Keith Meadows
Chief of Police

March 23, 2023

City of South Fulton Planning & Zoning Section
ATTN: Patwanda Parks
Patwanda.parks@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

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

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

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

Business Information:

Gocha's Tapas Bar
5829 Campbellton RD
Atlanta, Ga. 30331



For Planning & Zoning Use Only

Date of Compliance Inspection: _____ Parcel ID Number: 14F0118LL0989

Location is Zoned for: C-1 COMMERCIAL ZONING DISTRICT

Current/Past Use of the Property: _____

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

[] Location above does NOT zoning and alcohol license zoning requirements of the City of South Fulton.
If not, briefly explain reason below:

SUNDAY ODUBU

Print Name of Zoning Planner

Isinda B. McClellan

Print Name of Department Head

Zoning Planner Signature

Department Head Signature

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



South Fulton Police Department

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

Keith Meadows
Chief of Police

March 23, 2023

City of South Fulton Business License
ATTN: LaShayne Taylor
Lashayne.taylor@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

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

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

- ☒ Consumption on Premises
 ☒ Beer ☒ Wine ☒ Distilled Spirits
- ☐ Retail
 _____ Beer _____ Wine _____ Distilled Spirits

Business Information:

Gocha's Tapas Bar
5829 Campbellton RD
Atlanta, Ga. 30331



For Business License Use Only

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

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

Cody Hugley
Print Name of Business Tax Specialist

Karen Slaton-Oxton
Print Name of Department Head

Cody Hugley
Business Tax Specialist Signature

Karen Slaton-Oxton
Department Head Signature

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

CITY OF SOUTH FULTON - OCCUPATIONAL TAX CERTIFICATE

COSF Business License
5440 Fulton Industrial Blvd
Atlanta, GA 30331



License Id:	2023.03.0643	Issued Date:	3/20/2023
Effective Date:	01/01/2023	Expiration Date:	12/31/2023
License Type:	Full-Service Restaurants		

Business Name: Gocha's Tapas Bar
Business Location: 5829 Campbellton RD, STE 116, South Fulton, GA 30331

Gocha Hawkins

2023

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE



South Fulton Police Department

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

Keith Meadows
Chief of Police

March 23, 2023

City of South Fulton Fire Department
ATTN: Office of the Fire Marshal
Donna.dingler@cityofsouthfultonga.gov
City of South Fulton Fire Department
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

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

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

- ☒ Consumption on Premises
 ☒ Beer ☒ Wine ☒ Distilled Spirits
- ☐ Retail
 ☐ Beer ☐ Wine ☐ Distilled Spirits

Business Information:

Gocha's Tapas Bar
5829 Campbellton RD
Atlanta, Ga. 30331



For Fire Use Only

Date of Inspection: 3/28/23

☒ Location above **MEETS ALL** City of South Fulton Fire Ordinance and Fire Codes

☐ Location does **NOT** meet City of South Fulton Fire Ordinance and Fire Codes

If not, briefly explain reason: _____

Gregory Chambers
Print Name of Fire Inspector

[Signature]
Fire Inspector Signature

Donna K. Dingler Fire Marshal
Print Name of Department Head

[Signature]
Department Head Signature

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



SOUTH FULTON FIRE RESCUE DEPARTMENT INSPECTION REPORT

Permit# _____ Location# _____

Approved: Yes ☒ No ☐ Reinspection _____

Date: 3/27/23 FIRE ZONE: Sta. 4

Business Name Gocha's Tapas Bar Phone No. [REDACTED] Email _____

Address 5829 Campbellton Rd Suite 116 City South Fulton Zip 30336

Owner's Name _____ Address Same

Phone No. [REDACTED] City/State/Zip South Fulton GA 30336

Emergency Contact Name _____ Phone No. [REDACTED]

INSPECTION TYPES: Annual Business, Day Care, Personal Care home, School, Assembly,
Construction 50%, 80% 100%, High hazard Storage Facility,
Hood systems, Alarm Acceptance, Sprinkler Acceptance, Other _____

PLAN REVIEW: Alarm, Sprinkler, Commercial hood, 510 Communications, Gates/Locks, Other _____

PERMITS: Burn pit, Bonfire, Tent, Fireworks, Food Trucks, Events, Other _____

Code Violations and Recommendations:

No fire code violations @ time of inspection

We would like to thank you for your cooperation during this inspection. The inspection was made based upon the current Codes which set forth minimum requirements for fire safety and are adopted by South Fulton and the State of Georgia. Please note that if no violations were noted during this inspection, it met the minimum Codes requirements.

If, however, violations were noted you are required to make the necessary corrections immediately. Re-inspection of corrections will be conducted after a thirty-day period to confirm compliance.

Inspecting Officer: Capt. G. Chambers Phone: 404 358 8048 non-emergency only

FOR FIRE OR OTHER EMERGENCY - CALL 911

Copy distribution: White-Community Risk Reduction: Blue-Inspector: Yellow-Business



South Fulton Police Department

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

Keith Meadows
Chief of Police

March 23, 2023

ATTN: Janice McClain
Janice.mcclain@fultoncountyga.gov
Fulton County Board of Health
Office of the District Health Director
1920 John Wesley Avenue – Suite 212
College Park, GA 30337

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

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

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

Business Information:

Gocha's Tapas Bar
5829 Campbellton RD
Atlanta, Ga. 30331



For Fulton County Board of Health Use Only

Date of Inspection: 3/16/2023

- [☒] Location above **MEETS ALL** Fulton County Health Department Requirements
- [] Location does **NOT** meet Fulton County Health Department Requirements
If not, briefly explain reason: _____

J. McClain
Print Name of Health Inspector

[Signature]
Health Inspector Signature

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



South Fulton Police Department

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

Keith Meadows
Chief of Police

March 23, 2023

Fulton County School Board
ATTN: Dondrell Haines
hainesd@fultonschools.org
Transportation Supervisor/Operations
Fulton County Schools System
55 Heath St. Fairburn, GA. 30213

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must verify compliance of distance from the nearest school and school bus stop. Please complete the form below and return this form to the email address listed below.

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

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

Business Information:

Gocha's Tapas Bar
5829 Campbellton RD
Atlanta, Ga. 30331



For School Board Use Only

Date Completed: 3/23/2022

- [✓] Location above is 300 yards from nearest school ground
[✓] Location above is 200 yards from the nearest school bus stop as designated by Fulton County Board of Education.
If not, briefly explain reason: _____

Dondrell Haines

Print Name of Person Verifying Distance

Dondrell Haines
Signature

Return form via email to: pdlicenses@cityofsouthfultonga.gov



South Fulton Police Department

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

Keith Meadows
Chief of Police

March 23, 2023

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

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

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

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

Business Information:

Gocha's Tapas Bar
5829 Campbellton RD
Atlanta, Ga. 30331



For Law Enforcement Use Only

Date Background Investigation Completed: 3/30/2023

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

If not, briefly explain reason: _____

Jacquelyn J. Bell
Print Name of Investigator

[Signature]
Investigator Signature

Place Form in Police ABL File

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Criminal History Record Information Consent/Inquiry Form ALCOHOL LICENSE



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

Full Name (print)		<u>Tashala Gocha Harkins</u>	
Any other name used (i.e. maiden name)		<u>Walters</u>	
Home Address		[Redacted]	
Name of Business		<u>Gocha's Taps Bar</u>	
Address of Business		<u>5889 Campbellton Rd. Atlanta, GA 30331</u>	
Gender	Height	Date of Birth	Social Security Number
[Redacted]	[Redacted]	[Redacted]	[Redacted]
Race	Weight	Hair Color	Eye Color
[Redacted]	[Redacted]	<u>Brown</u>	<u>Brown</u>

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

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

Signature: [Signature] Date: 04/07/2023

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

Purpose Code Used: (check all that apply)

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

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

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

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

Jacquelyn J. Bell Police Admin Spec - 4/5/23
Print Agency Designee Name and Title Date

[Signature]
Agency Designee Signature

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

APPLICANT PRIVACY RIGHTS

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

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

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

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

If you decide to challenge the accuracy or completeness of your Georgia or FBI criminal history record, you should send your challenge to the agency that contributed the questioned information. Alternatively, you may send your challenge directly to GCIC provided the disputed arrest occurred in Georgia. Instructions to dispute the accuracy of your criminal history can be obtained at the ().

Print Name:

Tashia Gocha Haxemis

Date:

4/17/23
4/12/23

Signature:

[Handwritten Signature]

2018-05 Attachment A

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

PRIVACY ACT STATEMENT

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

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

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

Print Name: _____

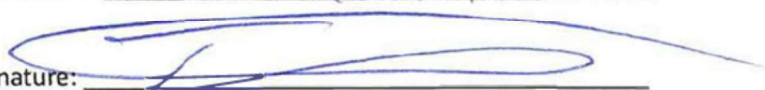
Tashak Gabe HARKINS

Date: _____

4/7/23

4/16/2021

Signature: _____



2018-05 Attachment B

Date Revised: 5/25/2021

21

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

TITLE 28 CFR 16.30 THROUGH 16.34

§ 16.30 Purpose and Scope

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

Initial: TH

§ 16.31 — Definition of identification record

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

Initial: TH

§ 16.32 — Procedure to obtain an identification record

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

Initial: TH

§ 16.33 — Fee for production of identification record

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

Initial: TH

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

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

Initial: TH

2018-05 Attachment C



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

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

1	LAST NAME <u>HAWKINS</u>	FIRST <u>Tashala</u>	MI <u>Gocho</u>	SOCIAL SECURITY NO. [REDACTED]																																														
2	HOME ADDRESS (Actual Physical Location of Residence, Do Not Use P.O. Box) [REDACTED]																																																	
2	CITY [REDACTED]	STATE [REDACTED]	ZIP+4 [REDACTED]	DAY CONTACT NUMBER [REDACTED]																																														
3	LEGAL BUSINESS NAME <u>Gocho's TAPAS BAR LLC</u>		TRADE / DBA NAME																																															
3	TOTAL AMOUNT OF MONEY YOU HAVE INVESTED [REDACTED]		% OF OWNERSHIP INTEREST <u>100</u>																																															
FINANCIAL INVESTMENT (You <u>may</u> be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.)																																																		
<table border="1"><thead><tr><th colspan="2">TYPE</th><th rowspan="2">SOURCE(S)</th><th rowspan="2">AMOUNT</th><th colspan="2">DOCUMENTATION</th></tr><tr><th>LOAN</th><th>PERSONAL</th><th>YES</th><th>NO</th></tr></thead><tbody><tr><td>☒</td><td>☐</td><td><u>Gocho's Breakfast Bar LLC</u></td><td>[REDACTED]</td><td>☒</td><td>☐</td></tr><tr><td>☐</td><td>☐</td><td></td><td></td><td>☐</td><td>☐</td></tr><tr><td>☐</td><td>☐</td><td></td><td></td><td>☐</td><td>☐</td></tr><tr><td>☐</td><td>☐</td><td></td><td></td><td>☐</td><td>☐</td></tr><tr><td>☐</td><td>☐</td><td></td><td></td><td>☐</td><td>☐</td></tr><tr><td>☐</td><td>☐</td><td></td><td></td><td>☐</td><td>☐</td></tr></tbody></table>					TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION		LOAN	PERSONAL	YES	NO	☒	☐	<u>Gocho's Breakfast Bar LLC</u>	[REDACTED]	☒	☐	☐	☐			☐	☐	☐	☐			☐	☐	☐	☐			☐	☐	☐	☐			☐	☐	☐	☐			☐	☐
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SIGNATURE SECTION

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

I, Tashala Gocho Hawk DO SOLEMNLY SWEAR, SUBJECT TO THE

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

[Signature]

Signature

I HEREBY CERTIFY THAT Tashala C Hawkins TO HIS/HER NAME TO THE FORGOING AFFIDAVIT AFTER STATING TO ME UNDER OATH ADMINISTERED BY ME, THAT ALL INFORMATION AND ANSWERS ARE TRUE AND CORRECT.

THIS 8th DAY OF Dec 2021

AFFIX SEAL.



Jacquelyn Bell

From: Traylor, Marcus <Marcus.Traylor@fultoncountyga.gov>
Sent: Monday, April 3, 2023 10:02 AM
To: Shada Esprit
Cc: Jacquelyn Bell
Subject: Re: Calls for Service
Attachments: 3461 Roosevelt Hwy Ste.15.pdf; 4335 FIB.pdf; 5955 FIB.pdf

Good morning,

The calls for service reports are attached. There were no calls listed for 5829-116 Campbellton Rd, 3461-13 Roosevelt Hwy, or 3461-14 Roosevelt Hwy.

Additional address for CAD blue format

3461 Roosevelt Hwy Ste 13 – 15

From: Shada Esprit <Shada.Esprit@cityofsouthfultonga.gov>
Sent: Friday, March 31, 2023 9:19:38 AM
To: Traylor, Marcus <Marcus.Traylor@fultoncountyga.gov>
Subject: Fwd: Calls for Service

Good morning

I hope all is well

May we please have the call history in the blue format for the last 6 months for the below location:

1. 4335 Fulton Industrial Blvd sw
2. 5955 Fulton Industrial Blvd
3. 5829 Campbellton Rd Ste 116

From: Jacquelyn Bell <jacquelyn.bell@cityofsouthfultonga.gov>
Sent: Friday, March 31, 2023 8:51 AM
To: Shada Esprit <Shada.Esprit@cityofsouthfultonga.gov>
Subject: Calls for Service

Good morning, Lt. Esprit

I need the Calls for Service for the addresses listed below. These are for Work Session May 9th

1. 4335 Fulton Industrial Blvd sw
2. 5955 Fulton Industrial Blvd

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

INVOICE #

23003229

CUSTOMER ID: [REDACTED] PIN: [REDACTED]

INVOICE DATE: 03/24/23

DUE DATE:

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

Gocha's Tapas Bar LLC
1283 Blairwood Ct
5829 Campbellton Rd Ste 116
Atlanta, GA 30331

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Alcohol License		
1.0000/1	ABLAPPL	Alcohol Lic - Application fee Alcohol License	300.000000	300.00
1.0000/1	ABL-BEER	Alcohol Lic Retail Bar Beer Alcohol License	650.000000	650.00
1.0000/1	ABL-WINE	Alcohol Lic - Retail bar Wine Alcohol License	650.000000	650.00
1.0000/1	ABLLIQUO	Alcohol Lic -Retail Bar Liquor Alcohol License	3,200.000000	3,200.00
1.0000/1	ABLFIREI	Alcohol Fire Inspection Fee Alcohol License	75.000000	75.00
1.0000/1	ABLADV	Alcohol Lic Advertising Fee Alcohol License	505.000000	505.00
TOTAL DUE:				\$ 5,380.00
Prn Payment: 03/24/23 CR				-5,380.00
BALANCE:				\$ 0.00

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

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

Gocha's Tapas Bar LLC
1283 Blairwood Ct
5829 Campbellton Rd Ste 116
Atlanta, GA 30331

INVOICE #: 23003229
DESCRIPTION: Alcohol License
CUSTOMER ID: [REDACTED] PIN: [REDACTED]
DUE DATE:
TOTAL DUE: \$ 0.00





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

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

Kevin P. Weimer
Clerk of Court

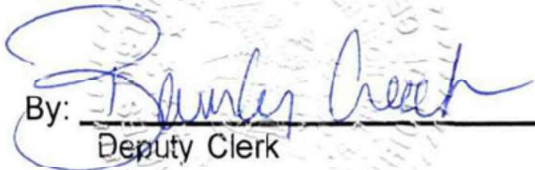
404-215-1600

Name: TASHALA GOCHA HAWKINS-HAYNES

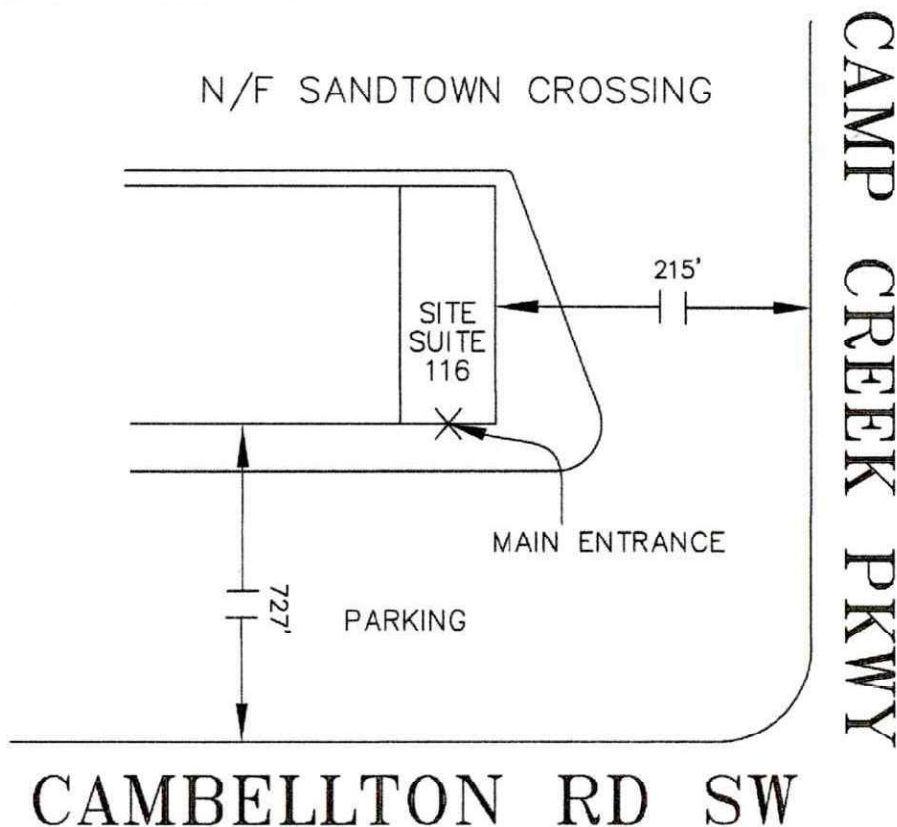
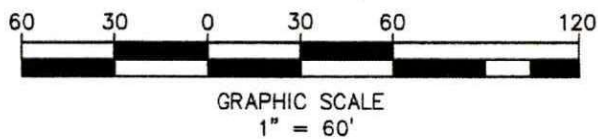
I, Kevin P. Weimer, Clerk, United States District Court for the Northern District of Georgia, do hereby certify that I have examined the record of said court for the Atlanta Division of said district and the records do not reveal the filing of a criminal indictment or information charging an offense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

In testimony whereof, I have hereunto set my hand and have affixed the seal of said Court, at Atlanta, Georgia, this 3rd day of April, 2023.

KEVIN P. WEIMER
DISTRICT COURT EXECUTIVE
CLERK OF COURT

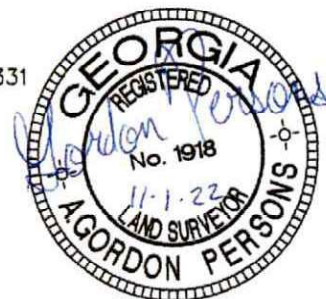
By: 
Deputy Clerk

SITE ADDRESS:
 5829 CAMBELLTON RD SW
 SUITE 116
 ATLANTA, GA 30331
 ZONING: C1
 TAX PARCEL ID: 14 F0118 LL0989



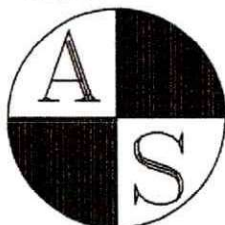
1. PRIVATE RESIDENCE: 833 FEET TO 5745 CAMBELLTON RD SW ATLANTA, GA 30331
2. LIBRARY: 10,454 FEET TO WOLF CREEK LIBRARY
3100 ENON RD ATLANTA, GA 30331
3. CHURCH: 1,167 FEET TO OWL ROCK UNITED METHODIST CHURCH
5880 CAMBELLTON RD SW ATLANTA, GA 30331
4. SCHOOL: 4,138 FEET TO WESTLAKE HIGH SCHOOL
2400 UNION RD SW ATLANTA, GA 30331
5. SCHOOL BUS STOP: 1,107 FEET TO CAMBELLTON RD SW AND REYNOLDS RD SW ATLANTA, GA 30331

ALL DISTANCES MEASURED IN A STRAIGHT LINE DISTANCE



Advance Survey, Inc.

634 N. CLAYTON STREET
 LAWRENCEVILLE, GA. 30046
 OFFICE: (770) 995-0938
 FAX: (770) 554-7539



© COPYRIGHT 2022
 ADVANCE SURVEY INC.
 ALL MATTERS OF TITLE EXCEPTED

ALCOHOLIC BEVERAGE SURVEY FOR:

GOCHA'S TAPAS BAR

LAND LOT:	118	SCALE:	1"=60'
DISTRICT:	14TH	DATE:	11/1/2022
SECTION:	---	DRAWN BY:	LAR
COUNTY:	FULTON	CHK BY:	GSO PC: GSO
STATE:	GEORGIA	JOB NO:	220405

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Gocha's Tapas Bar Limited Liability Company
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **11/18/2021** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **11/23/2021**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 11/18/2021 1:08:15 PM

BUSINESS INFORMATION

CONTROL NUMBER	21291853
BUSINESS NAME	Gocha's Tapas Bar Limited Liability Company
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	11/18/2021

PRINCIPAL OFFICE ADDRESS

ADDRESS	1283 BLAIRWOOD CT, ATLANTA, GA, 30331, USA
---------	--

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Tashala Gocha Hawkins	1283 BLAIRWOOD CT, ATLANTA, GA, 30331, USA	Fulton

ORGANIZER(S)

NAME	TITLE	ADDRESS
Tashala Gocha Hawkins	ORGANIZER	1283 BLAIRWOOD CT, ATLANTA, GA, 30331, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Tashala Gocha Hawkins
AUTHORIZER TITLE	Organizer



CERTIFICATE OF COMPLETION

This certifies that

Tashala Hawkins

has successfully completed the course

Learn2Serve On-Premises Alcohol Seller-Server



Course Duration
3.0



Completion Date
01/05/2021



Certificate #
000018324102

A handwritten signature in black ink, appearing to read 'Sarah H. [unclear]'. The signature is written in a cursive style.

Official Signature

6801 N Capital of Texas Hwy, Bldg L, Suite 250 | Austin, TX 78731 | 877.881.2235 | www.360training.com

Tashala Gocha Hawkins

Gocha's Tapas Bar

5829 Campbellton Rd SW

Ste 116

Atlanta, GA 30331

March 28, 2023

Safety Plan

- 1. Identification of days and hours of operation:** *What days of the week is your business open? For each day what time is your business open and close? The business is open Wednesday through Sunday from 5pm to 11pm EST.*
- 2. Identification of any parking areas owned or controlled by establishments:** *Where do your customers/patrons park when they're at your establishment? Our patrons have access to free public parking in the parking lot of Sandtown Crossing Shopping Center.*
- 3. Specific measures and procedures to address crowd management both inside and outside the premise:** *How do you make sure crowds inside your establishment remain orderly? How do you ensure crowds outside (i.e., lines, smokers, etc.) your establishment remain orderly? We will cultivate a culture of patrons that know how to remain orderly. Our management team will have the tools to keep everyone inside and outside safe and in order.*
a. Do you have No Loitering signs, if so, how many, where? *We currently do not have any No Loitering signs.*
- 4. Means of controlling access to the premises and parking area:** *How does your establishment control who comes in and out of your establishment? How do you control who uses your parking areas if it's private parking? Our establishment will control who comes in and out by requiring reservations. The available parking lot is not private.*
a. Examples would be cameras, law enforcement/security guards, signs, or gates. *We also have security cameras outside and inside of the establishment.*
- 5. Security Staffing:** *Do you use Licensed Security Guards? If so, how many? How often on premises? Are they trained "in house" or by a company? If they were trained by a company, please provide the name(s) and name of the company. Do you employ Off-Duty SFPD officers? If*

so, how many and how often? We currently do not use Licensed Security Guards. In the near future we plan to employ Off-Duty SFPD officers.

6. Measures used to combat underage consumption of alcoholic beverages:

What do you/your employees do to ensure that individuals under the age of 21 are not allowed to purchase/consume alcoholic beverages at your establishment?

- Clearly state how you card customers. Do you have servers calculate the age by doing the math in their head? **OR**
- Do you have a scanner where you scan the ID, and it tells the employee the age of the customer? **OR**
- Do you enter the date of birth in a point of sale, and it tells the employee the age of the customer?

All serving staff (servers, bartenders & managers) will ask for valid government issued identification for every person who orders an alcoholic beverage. All serving staff have their alcohol permit, Alcohol ServSafe and TIPS certification. Each order will require the patron's Date of Birth to be entered into the POS.

7. Measures used to distinguish between patrons who are over and under the

age of 21, where applicable: *Does your establishment allow individuals under the age of 21 to enter? If so, how do you identify people who are 21 and over from those who are under 21 years of age?*

a. Clearly indicate if you issue wristbands/hand stamps or card customers every time they order a beverage. Is there another type of measure taken to prevent underage sales? We will allow patrons under the age of 21 to enter our establishment. They will be required to furnish valid government issued identification to make their reservation as well as when they place their order. Our POS will require entry of their DOB for all orders. Patrons under 21 will not be allowed to order alcoholic beverages.

8. Do you have operable cameras? If so, how many inside the location? How many outside the location? We have a total of 18 operable cameras. Six outside and twelve inside.

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

In the event of an emergency how is your staff trained to evacuate patrons? How does your establishment contact/work with police and EMS during an emergency? In the event of an emergency, all staff are trained on how to evacuate the building. Our establishment has a fire and burglary alarm installed that is connected to local police and EMS.

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 <i>Legal issues have been addressed</i>		
☐ Assistant City Manager <i>Complies with operational processes and guidelines.</i>		
☐ Finance Director <i>Funds are available and complies with fiscal guidelines.</i>	<i>Karen Slaton Dixon</i>	Apr 21, 2023
☐ Information Technology Director <i>When Information Technology issues are involved</i>		
☐ Program & Performance Manager <i>Complies with Division/programmatic processes</i>		
☐ Communications Director <i>Complies with Division/programmatic processes</i>		
☐ Parks & Recreation Director <i>Complies with Division/programmatic processes</i>		
☐ Destination South Fulton Director <i>Complies with Division/programmatic processes</i>		
☐ DCDRA Director <i>Complies with Division/programmatic processes</i>	<i>Reginald B. McClendon</i>	Apr 21, 2023
☐ Human Resources Director <i>Complies with HR policies and procedures; positions are budgeted</i>		
☐ Public Safety <i>Complies with Division/programmatic processes. Specify Fire or Police</i>	<i>Keith Meadows (Apr 19, 2023 11:26 EDT)</i> <i>Chad C. Jones (Apr 19, 2023 13:10 EDT)</i>	Apr 19, 2023 Apr 19, 2023
☐ Public Works Director <i>Complies with Division/programmatic processes</i>		
☐ Other (Clerk's Office, Municipal Court, etc.) <i>Complies with Division/programmatic processes. Specify Area</i>	<i>Brian Morris</i>	Apr 19, 2023
☐ Other (Clerk's Office, Municipal Court, etc.) <i>Complies with Division/programmatic processes. Specify Area</i>		

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.

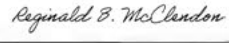
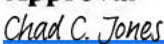
City Manager's Comments:

City Manager's Signature

Date

City of South Fulton Agenda Item Summary



City Council Meeting Date 5/9/2023		
Requesting Department Police Department	Council District(s) Affected District 1	
Requested Action Approval to get on City Council Agenda for May 9, 2023 to have a public hearing and for council to vote on the request for an alcohol license for Impero Distributors Georgia Inc., dba Impero Distributors Georgia for an alcohol license for the wholesale sales of beer, wine, and distilled beverages at 3926 Shirley Dr sw, South Fulton, GA 30336.		
Requirements for Council Action (City specific Council policy, statute or code requirement) Pursuant to Title 16, Section-16-2020(d), Staff recommends City Council to Grant Approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The applicant for Impero Distributors Georgia Inc dba Impero Distributors Georgia has applied for an alcohol license for the the wholesale sales of beer, wine, and distilled beverages at 3926 Shirley dr sw, South Fulton, GA 30336. This request is for a new license at this location. All applicable fees and inspections have been paid and passed.		
Funding Source (if applicable)		
Financial Impact (if applicable) Initial Revenue is \$5,490 with an estimated annual revenue of \$4,500		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒		
Department Director Approval  Keith Meadows (Apr 19, 2023 11:26 EDT) 	Finance Director Approval  Chad C. Jones (Apr 19, 2023 13:10 EDT) 	
Assistant City Manager Approval	City Attorney Approval	City Manager Approval

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



DONALD TOMS
ASSISTANT CITY MANAGER

MEMORANDUM

TO: City of South Fulton Mayor & Council

FROM: Keith Meadows, Chief of Police 
KM

DATE: April 11, 2023

SUBJECT: Request by Impero Distributors Georgia Inc.
Alcohol License for the wholesale sales of beer, wine, and
distilled beverages at 3926 Shirley Dr sw, South Fulton, Ga
30336

The applicant up for Impero Distributors Georgia Inc. dba Impero Distributors Georgia seeks an alcohol license for the wholesale sales of beer, wine, and distilled beverages at 3926 Shirley Dr sw, South Fulton, Ga 30336. This application is for a new business. All applicable fees related to obtaining an alcohol license have been paid.

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

CHIEF OF POLICE RECOMMENDATION: APPROVAL

APPLICATION INFORMATION

Applicant Information	Impero Distributors Georgia 3926 Shirley Dr sw South Fulton, Ga 30336
City Council District	1
Parcel ID Number	14F0023LL0793
Square Footage	
Existing zoning	M-2 (Heavy Industrial)
Current/Past Use of the Property	Warehouse adding wholesale wine.
History	This property operates as a warehouse.

Cc: Corey Adams, City Clerk

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

PERSONAL STATEMENT

INSTRUCTIONS: This personal statement must be executed, under oath, by every person having any **ownership** or **profit-sharing interest in** or **managing** any place of business applying for a license from the City of South Fulton to sell or deal in alcoholic beverages. Each question must be fully answered. If the space provided is not enough, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached.

Applicant Name in FULL (Please Print) DANIELA CAMPORESI

Home Address: _____

Business Address: 3926 SHIRLEY DRIVE SW, SOUTH FULTON, 30336 GA

Place of Birth _____ Date of Birth: _____ Age: 60
(City, State, Country) (Day, Month, Year)

Race: _____ Height: _____ Weight: _____ Eye Color: BROWN U.S. Citizen _____ By Birth _____

Hair Color: BROWN Social Security Number: _____ Driver License Number: _____ State Issued by: GA

Have you been convicted of any law? Federal: NO Foreign Country: NO State Law: NO and/or

City Ordinance: NO if so, explain: _____

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

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

Full name of spouse / (Maiden Name) _____

DOB _____

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

DANIELA CAMPORESI
Applicant's Printed Name

[Signature]
Applicant's Signature

03/21/2023
Date of Application

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

This 21st day of March, 2023.

Notary Public Signature: [Signature] (AFFIX SEAL)

Notary Printed Name: Gerardo Morales Jr

GERARDO MORALES JR
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires Dec. 12, 2026

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

PERSONAL STATEMENT

INSTRUCTIONS: This personal statement must be executed, under oath, by every person having any **ownership or profit-sharing interest in or managing** any place of business applying for a license from the City of South Fulton to sell or deal in alcoholic beverages. Each question must be fully answered. If the space provided is not enough, answer the question on a separate sheet and indicate in the space provided that such separate sheet is attached.

Applicant Name in FULL (Please Print) Ombretta Tonelli

Home Address: [REDACTED]

Business Address: 3926 Shirley Drive SW, S. Fulton, 30336 - GA

Place of Birth: [REDACTED] Date of Birth: [REDACTED] Age: 46
(City, State, Country) (Day, Month, Year)

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

Hair Color: BLACK Social Security Number: [REDACTED] Driver License Number: [REDACTED] State Issued by: FL

Have you been convicted of any law? Federal: NO Foreign Country: NO State Law: NO and/or

City Ordinance: NO if so, explain: _____

List names and addresses of employers for the past three (3) years: Capri Mundi - Impero Wine S. Carolina
The Blue Daisy

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

Fabio DeFilipp [REDACTED]
Full name of spouse / (Maiden Name) DOB

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

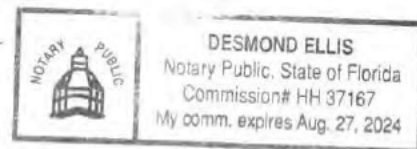
Ombretta Tonelli [Signature] 3/24/2023
Applicant's Printed Name Applicant's Signature Date of Application

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

This 24 day of MARCH, 2023.

Notary Public Signature: [Signature] (AFFIX SEAL)

Notary Printed Name: _____



CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

RESIDENCE DETERMINATION FORM

Certificate of Residence
For Retail Package Distilled Spirits Applicants Only

State of Georgia, _____ County

I, _____ Judge of the probate Court, for _____

County, Georgia, hereby certify that _____ is now and has been a Bona Fide Resident of the state of Georgia for one year, and in the county of _____ for one year immediately preceding the date of this affidavit, based upon the affidavit of applicant, and the evidence submitted therewith.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court this _____ day of _____, 20_____.

Judge of the Probate Court

County, Georgia

Certificate of Residence
For All Other Alcoholic Beverage License Applicants

State of Georgia, _____ DeKalb _____ County

I, _____ Bedella C Hargrove _____ Judge of the probate Court, for _____ DeKalb _____

County, Georgia, hereby certify that _____ Daniela Camporesi _____ is now and has been a Bona Fide Resident of the state of Georgia in the county of _____ DeKalb _____ based upon the affidavit of applicant and the evidence submitted therewith. In Witness Whereof, I have hereunto set my hand and affixed the seal of said

Probate Court this _____ 22nd _____ day of _____ March _____, 20____.

Judge of the Probate Court

DeKalb
County, Georgia

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

Page 105 of 809
City of South Fulton | May 23, 2023

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

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

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

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

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

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

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

DRIVER LICENSE

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

Executed in Sandy Springs (city) GA (state)

[Signature]
Signature of Applicant

GINEVRA GIANARDI
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE

ME ON THE 21st DAY OF March, 2023

[Signature]
NOTARY PUBLIC

My Commission Expires: 12-12-2026

GERARDO MORALES JR
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires Dec. 12, 2026

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

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

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

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

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

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

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

GREEN CARD # [REDACTED]

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

Executed in Decatur (city) GA (state)

Signature of Applicant

Printed Name of Applicant

Ambre H. Tonell

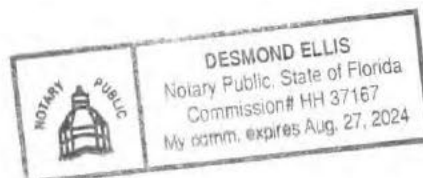
SUBSCRIBED AND SWORN BEFORE
ME ON THE

24 DAY OF March, 2023

NOTARY PUBLIC

My Commission Expires:

Date Revised: 05/11/2020



CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

E-Verify Affidavit

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

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

Section 1.

Please check only one:

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

(B) ☒ On January 1st of the below signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

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

Section 2.

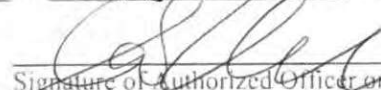
The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization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

Impero Wine Distributors Georgia, Inc
Name of Private Employer

92-0385719
Federal Work Authorization User Identification Number

9/20/2022
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on this day 24 of March, 2023 in Decatur, GA (city), GA (state).


Signature of Authorized Officer or Agent
Ombrette Tonelli
Printed Name and Title of Authorized Officer or Agent



SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 24 DAY OF March, 2023

NOTARY PUBLIC

My Commission Expires:

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



REGISTERED AGENT DESIGNEE FORM

All licensed establishments that are corporations and limited liability companies must have and continuously maintain in a "Registered Agent" upon whom any process, notice, or demand required or permitted by law or under the City of South Fulton Alcoholic Beverage Code to be served upon the licensee or owner. The registered agent designee must submit to a fingerprint criminal background check and complete the personal statement form. The registered agent must be a resident of Fulton County, Georgia. The registered agent must obtain the certificate of residency enclosed.

Name: DANIELA CAMPORESI
(Full Printed Name No Initials)

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

Home Address: [REDACTED]

City: ATLANTA State: GA Zip: 30346

Phone# [REDACTED]

Business Address: 3926 SHIRLEY DRIVE SW

City: SOUTH FULTON State: GA Zip: 30336

Phone# [REDACTED]

I hereby certify that I agree to serve as the "registered agent" on behalf of IMPERO ~~GEORGIA~~ WINE DISTRIBUTORS GEORGIA a business located at 3926 SHIRLEY DRIVE, SOUTH FULTON GA 30336, City of South Fulton, Georgia. As registered agent, I agree to accept any process, notice or demand required or permitted by law or under the Alcoholic Beverage Code of the City of South Fulton, Georgia, to be served upon the licensee or owner. I understand that such service upon me will serve as legal notice upon the licensee or owner and that it is my responsibility to forward such service to the owner or licensee.

Daniela Camporesi
SIGNATURE OF APPLICANT

03/21/2023
DATE

DANIELA CAMPORESI
PRINTED NAME OF APPLICANT

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 21st DAY OF March 20 23

[Signature]
NOTARY PUBLIC SIGNATURE

Gerardo Morales Jr
NOTARY PUBLIC PRINTED NAME

GERARDO MORALES JR
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires Dec. 12, 2026

Date Revised: 05/11/2020

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

SECTION 1: Licensee/Agent DANIELA CAMPORESI **For the year** 2023 **Date** 03/21/2023

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

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

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

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

☒ BEER ☒ WINE ☒ DISTILLED SPIRITS/LIQUOR

Please select the category that best describes the business for which this application is being submitted.

- ☐ Retail Package Store ☐ Convenience Store ☐ BYOB (Wine only) ☐ Restaurant (3% for excise taxes)
- ☐ Growler ☐ Supermarket ☐ Microbrewery ☐ Gas / Drug / Dry Goods Store
- ☐ Importer ☐ Manufacturer ☒ Wholesale ☐ Public Entertainment Facility
- ☐ Hotel / Hotel Suites ☐ Night Club / Bar / Lounge ☐ Tasting (Wine/Malt)
- (3% excise tax)

Other. Please Specify. _____

Activities Proposed for Premises (check all that apply)

☐ Customer Dancing ☐ Live Entertainment ☐ Adult Entertainment

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

- Is applicant: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ LLC
- Legal Name of Business: IMPERO WINE DISTRIBUTORS GEORGIA
Operating/Trade Name of Business IMPERO WINE DISTRIBUTORS GEORGIA
Has location had an alcohol license within the last 12 months? ☐ Yes ☒ No
- Business Address: 3926 SHIRLEY DR, SOUTH FULTON GA 30336 Council District: SOUTH FULTON
(Street Address, City, State Zip)
- Billing Address: 3926 SHIRLEY DR, SOUTH FULTON GA 30336
- Proposed Location Zoned: H-2 HEAVY INDUSTRIAL DISTRICT
- Distance from closest private residence in any direction: ≥ 200'
 - Distance from closest college campus or school ground: 105 YARDS (315')
 - Distance from closest branch of any South Fulton Public library: 5375 ± YARDS (16125')
 - Distance from closest church or place of worship: ≥ 100 YARDS (300')
 - Distance from closest regular school bus stop as designated by Fulton County Board of Education for pick-up or drop-off of school children in transport to the public schools of City of South Fulton. ≥ 100 YARDS (300')

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

SECTION 1: Licensee/Agent DANIELA CAMPORESI **For the year** 2023 **Date** 03/21/2023

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

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

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

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

☒ BEER ☒ WINE ☒ DISTILLED SPRITS/LIQUOR

Please select the category that best describes the business for which this application is being submitted.

☐ Retail Package Store ☐ Convenience Store ☐ BYOB (Wine only) ☐ Restaurant (3% for excise taxes)
☐ Growler ☐ Supermarket ☐ Microbrewery ☐ Gas / Drug / Dry Goods Store
☐ Importer ☐ Manufacturer ☒ Wholesale ☐ Public Entertainment Facility
☐ Hotel / Hotel Suites ☐ Night Club / Bar / Lounge (3% excise tax) ☐ Tasting (Wine/Malt)

Other. Please Specify. _____

Activities Proposed for Premises (check all that apply)

☐ Customer Dancing ☐ Live Entertainment ☐ Adult Entertainment

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

- Is applicant: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ LLC
- Legal Name of Business: IMPERO WINE DISTRIBUTORS GEORGIA
 Operating/Trade Name of Business: IMPERO WINE DISTRIBUTORS GEORGIA
 Has location had an alcohol license within the last 12 months? ☐ Yes ☒ No
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 (Street Address, City, State Zip)
- Billing Address: 3926 SHIRLEY DR, SOUTH FULTON GA 30336
- Proposed Location Zoned: M-2 HEAVY INDUSTRIAL DISTRICT
- Distance from closest private residence in any direction: 2 200'
 - Distance from closest college campus or school ground: 105 YARDS (315')
 - Distance from closest branch of any South Fulton Public library: 5375 YARDS (16125')
 - Distance from closest church or place of worship: 2 100 YARDS (300')
 - Distance from closest regular school bus stop as designated by Fulton County Board of Education for pick-up or drop-off of school children in transport to the public schools of City of South Fulton. 2 100 YARDS (300')

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

SECTION 2:

1. Full name of applicant (Company/Corporation) IMPERO WINE DISTRIBUTORS GEORGIA, INC
2. Full name of Licensee/Agent: OMBRETTA TONELLI
 Licensee/Agent Social Security Number: [REDACTED]
 Date of Birth and Place of Birth: [REDACTED]
 Citizen of the USA? ☐ Yes ☒ No Alien Number: GREEN CARD A [REDACTED]
 Resident of Georgia? ☒ Yes ☐ No Years County DEKALB
 Home Address: [REDACTED]
ATLANTA GA 30346
 City State Zip Code
 Telephone Number: Home: [REDACTED] Business: [REDACTED]
 Email Address: [REDACTED]
 Hours said Licensee/Agent will actively be on the premise:
 List duties of Licensee/Agent:

3. Full Name of Spouse, Including Maiden Name: FABIO DE FILIPPI
 Date of Birth and Place of Birth: [REDACTED]
 Hours Spouse on Premises: N/A

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

COMPANY	ADDRESS (CITY & STATE)	POSITION	DATES
ALITALIA SPA	FIUMICINO AIRPORT	FIRST OFFICER	10/1995 - PRESENT

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

PERSON CHARGED	DATE	OFFENSE	LOCATION	DISPOSITION

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

7. Does Licensee/Agent or any member of the Partnership, Corporation or Stockholder currently hold an Alcohol license (including a server permit)? IN FLORIDA ☒ Yes ☐ No
8. Has Licensee/Agent or any member of the Partnership or Corporation or Stockholder ever applied for an Alcoholic Beverage license (or work/server/pour permit) and been denied, suspended, or revoked? ☒ No ☐ Yes
If yes check which type ☐ denied ☐ suspended ☐ revoked
- If yes, please check the appropriate status above and explain _____
9. Full Name of Manager: OMBRETTA TONELLI
Social Security Number of Manager: [REDACTED]
Date of Birth and Place of Birth: [REDACTED]
Home Address: [REDACTED]
Telephone Number: Home: [REDACTED] Business: [REDACTED]
E-mail Address: [REDACTED]
10. Hours said manager will be on the premise: 10 AM - 4 PM
11. What is the manager's business experience? FLORIDA WINE DISTRIBUTION - Vice President
12. Has the manager worked in this or a similar capacity? ☐ Yes ☒ No
- If yes, explain: _____

FINANCIAL BACKGROUND INFORMATION ON APPLICANT, MANAGER AND OWNERS

13. Applicant's full name (Company/Corporation) IMPERO WINE DISTRIBUTORS GEORGIA, INC
If a Corporation, Date of Incorporation: 09/20/2022 Taxpayer Id# 92-0385719

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

NAME	ADDRESS	DOB	SSN	POSITION	% INTEREST
DANIELA CAMPORESI	[REDACTED]	[REDACTED]	[REDACTED]	AGENT/PRESIDENT	45%
OMBRETTA TONELLI	[REDACTED]	[REDACTED]	[REDACTED]	LICENSEE/MANAGER	10%
GINEVRA GLANARDI	[REDACTED]	[REDACTED]	[REDACTED]	VICEPRESIDENT	45%

If operating as a partnership, submit a copy of all partnership agreements. If corporation, attach a copy of all Articles of Incorporation, By-laws and amendments thereto, minutes of any corporation meetings within the last twelve (12) months.

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

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

NAME	AMOUNT INVESTED	SOURCE OF FUNDS	DATES
DANIELA CAMPORESI	\$ [REDACTED]	BUSINESS	10/31/2022 11/03/2022
GINEVRA GLANARDI	\$ [REDACTED]	BUSINESS	12/13/2022
OMBRETTE TONELLI	\$ [REDACTED]	BUSINESS	10/19/2022

16. Bank accounts and assets in the name of licensee/agent and/or maintained by the licensee/agent, whether individual, partnership or corporation. (Provide copies of account statements)

TYPE	BANK	CITY & STATE	LAST 6 OF ACCOUNT#	AMOUNT
BUSINESS	BANK OF AMERICA	ATLANTA, GA	617361	\$ [REDACTED]
PERSONAL	BANK OF AMERICA	ATLANTA, GA	366874	\$ [REDACTED]

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

NAME	ADDRESS	AMOUNT/ITEM	DATE

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

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

NAME	NAME AND ADDRESS OF PREMISES	POSITION	% OF INTEREST

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

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

LICENSED PREMISES

21. Do you own the property where the business is located? ☐ Yes ☒ No
- If yes:
Date of Purchase _____ Purchase Price _____
Name of Seller: _____
22. If property is rented/leased provide owner's name and address:
MM SHIRLEY LLC ; PO BOX 101739 ATLANTA, GA 30392-1739
- Amount of rent/lease:
Monthly 2240,58 Annually 24646,38 Other (specify) _____
(Submit copy of signed lease agreement, deed, sublease, etc.)
23. Has a license at this location ever been denied, suspended, or revoked? ☒ No ☐ Yes
☐ denied, ☐ suspended or ☐ revoked
- If yes, check the appropriate status above and explain: _____
24. Is business located in a hotel or motel? ☐ Yes ☒ No
- If yes, name of Hotel or Motel _____
25. If the business is to be operated as a department inside of premises where another business is operating, give details of the existing business. NONE
26. What will be your business/operating hours? 10 AM - 4 PM
27. Where will your trash receptacle be located? OUTSIDE DOCKING DOOR
28. What arrangements have you made for trash removal? REPUBLIC SERVICES - WEEKLY
29. How often will you clean your property? WEEKLY
30. What is your plan for sanitation (clean water and sewage disposal) on the premises? N/A
REPUBLIC SERVICES
31. What is your plan for unlawful conduct on the premises? N/A CALL THE POLICE
32. What is your plan for fire prevention on the premises? N/A FIRE EXTINGUISHER
33. What type of security do you plan to have? N/A OUTSIDE SECURITY CAMERA

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

RETAIL PACKAGE LIQUOR LICENSE (selling liquor, beer, & wine)

If you are applying for a package liquor license, please complete questions 45-47.
If not, please skip ahead to question 48.

N/A

45. Do you propose to operate this store solely as a package liquor store? ☐ Yes ☐ No
46. Does the Licensee/Agent, Spouse, or any other owner(s), partner(s) or stockholders have an interest in other retail liquor stores? ☐ Yes ☐ No

NAME	NAME & LOCATION OF BUSINESS	POSITION	% INTEREST

47. Do you or your spouse or any partner or stockholder have any financial interest in any wholesale liquor business?
☐ Yes ☐ No

If yes, give details: _____

RETAIL BEER AND OR WINE LICENSE (selling beer & wine only)

If you are applying for a retail beer and or wine license, please complete questions 48-50.
If not, please skip ahead to next page.

48. Are you (the applicant) or any member of your family, the owner, lessor or sub-lessor of any real estate which is occupied by a retail package (liquor) store? ☐ Yes ☐ No

If yes, list locations, information as to any lease or rental agreement, amount of rent received, and to whom.

LOCATION	LEASE/RENTAL AGREEMENT INFORMATION	AMOUNT OF RENT	LESSOR

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

34. Do you offer your employees training with respect to items covered by the alcohol code? ☒ Yes ☐ No
If **yes**, what type of training and how do you plan to prevent the selling to and consumption by underage consumers of alcohol and tobacco products on your premises? TRAINING ON THE FIELDS
35. What type of buffering do you have, or will you provide to alleviate the effects of noise, lighting, odors, traffic or other nuisances on surrounding properties? NONE / N/A
36. What plans do you have to prevent un-permitted vending on your property?
SIGN - NO ~~LOTTERY~~ LOITERING
37. Describe the traffic and pedestrian ingress and egress to/from the property and to/from any existing or proposed structure on the property. ENTRANCE TO THE BUILDING SHIRLEY DRIVE
EXIT FROM THE BUILDING SHIRLEY DRIVE

ON PREMISES CONSUMPTION LICENSE

*If you are applying for an on-premises alcoholic beverage consumption license, please complete questions 38-44.
If not, please skip ahead to question 45.*

38. Seating Capacity: ☐ Restaurant ☐ Bar ☐ Other ☐
☐ Brewpub ☐ Brewery ☐
☐ Lounge ☐ Winery ☐
☐ Private ☐ Nightclub
39. Describe kitchen Facilities: _____
- List number of Employees: _____ Cooks _____ Waiters/Waitress _____ Other employees _____ Alcohol Servers _____

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

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

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

49. Are you or any member of your family the Executor, Administrator, Beneficiary or Heir of **any estate having any interest** in retail package (liquor) store? ☐ Yes ☒ No

If yes, list location(s), amount of interest and your relationship with the estate:

LOCATION(S)	% INTEREST	YOUR RELATIONSHIP TO ESTATE

50. Are you or any member of your family the beneficiary or trustee of **any trust fund having any interest** in a retail package (liquor) store? ☐ Yes ☒ No

If yes, give your position, the name of the trust and the amount of income that you receive.

POSITION	NAME OF TRUST	INCOME RECEIVED

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



CERTIFICATION

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

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

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

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

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

Daniela Camporesi
SIGNATURE OF APPLICANT

03/21/2023
DATE

DANIELA CAMPORESI
PRINTED NAME OF APPLICANT

~For Notary~

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

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 21st DAY OF March 20 23

Gerardo Morales Jr
NOTARY PUBLIC SIGNATURE

Gerardo Morales Jr
NOTARY PUBLIC PRINTED NAME

GERARDO MORALES JR
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires Dec. 12, 2026

Date Revised: 05/11/2020

18

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



CERTIFICATION

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

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

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SIGNATURE OF APPLICANT

DATE

PRINTED NAME OF APPLICANT

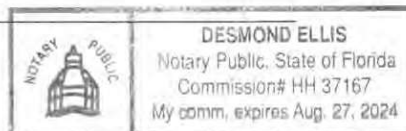
~For Notary~

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

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 24 DAY OF MARCH 2023

NOTARY PUBLIC SIGNATURE



NOTARY PUBLIC PRINTED NAME

Date Revised: 05/11/2020

18



Criminal History Record Information Consent/Inquiry Form ALCOHOL LICENSE



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

Full Name (print)	OMBRETTA TONELLI		
Any other name used (i.e. maiden name)		Place of Birth	
Home Address			
Name of Business	IMPERO WINE DISTRIBUTORS GEORGIA		
Address of Business	3926 SHIRLEY DRIVE, SOUTH FULTON, ATLANTA GA 30336		
Gender	Height	Date of Birth	Social Security Number
Race	Weight	Hair Color	Eye Color
		BLACK	GREEN

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

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

[Signature]
Signature

03/29/2023
Date

Date of Inquiry: 4/11/23 Time of Inquiry: 12:10:09

Operator's Initials: TR

Purpose Code Used: (check all that apply)

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

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

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

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

Inv. T. Reynolds
Print Agency Designee Name and Title

4-21-23
Date

[Signature]
Agency Designee Signature

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



APPLICANT PRIVACY RIGHTS

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

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

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

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

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

2018-05 Attachment A

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



PRIVACY ACT STATEMENT

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

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

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

2018-05 Attachment B

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



TITLE 28 CFR 16.30 THROUGH 16.34

§ 16.30 Purpose and Scope

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

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

§ 16.32 — Procedure to obtain an identification record

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

§ 16.33 — Fee for production of identification record

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

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

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



APPLICANT PRIVACY RIGHTS

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

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

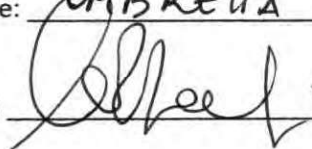
You have the right to expect the agency receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of state and/or federal statute, regulation or executive order, or rule, procedure or standard established by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

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

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

Print Name: OMIBRETA TONELLI

Date: 03/29/2023

Signature: 



South Fulton Police Department

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

Keith Meadows
Chief of Police

April 11, 2023

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

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

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

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

Business Information:

Impero Distributors Georgia Inc. dba Impero Distributor Georgia
3926 Shirley Dr
South Fulton, Ga 30336
Ombretta Tonelli
[REDACTED]

For Code Enforcement Use Only

Date of Inspection: 4/12/23

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

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

DOUGLAS REID
Print Name of Code Enforcement Inspector

[Signature]
Code Enforcement Inspector Signature

Brian Morris
Print Name of Department Head

[Signature]
Department Head Signature

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



South Fulton Police Department

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

Keith Meadows
Chief of Police

April 11, 2023

City of South Fulton Business License
ATTN: Cody Hugley
Cody.Hugley@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

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

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

- ☐ Consumption on Premises
____ Beer ____ Wine ____ Distilled Spirits
- ☒ Wholesale
____ Beer X Wine ____ Distilled Spirits

Business Information:

Impero Distributors Georgia Inc. dba Impero Distributor Georgia
3926 Shirley Dr
South Fulton, Ga 30336
Ombretta Tonelli
[REDACTED]

For Business License Use Only

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

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

CHRISTOPHER CARNES
Print Name of Business Tax Specialist

Karen Slaton-Oxon
Print Name of Department Head

Christopher Carnes
Business Tax Specialist Signature

Karen Slaton-Oxon
Department Head Signature

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

CITY OF SOUTH FULTON - OCCUPATIONAL TAX CERTIFICATE

COSF Business License
5440 Fulton Industrial Blvd
Atlanta, GA 30331



License Id:	2023.03.0605	Issued Date:	3/16/2023
Effective Date:	01/01/2023	Expiration Date:	12/31/2023
License Type:	Wine and Distilled Alcoholic Beverage Merchant Wholesalers		

Business Name: IMPERO WINE DISTRIBUTORS GEORGIA, INC
Business Location: 3926 Shirley Drive SW, South Fulton, GA 30336

OMBRETTA TONELLI
3926 shirley dr sw
ATLANTA, Georgia, 30336

2023

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE



South Fulton Police Department

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

Keith Meadows
Chief of Police

April 11, 2023

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

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

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

- [] Consumption on Premises
_____ Beer _____ Wine _____ Distilled Spirits
- [X] Wholesale
_____ Beer X Wine _____ Distilled Spirits

Business Information:

Impero Distributors Georgia Inc. dba Impero Distributor Georgia
3926 Shirley Dr
South Fulton, Ga 30336
Ombretta Tonelli
[REDACTED]

For Planning & Zoning Use Only

Date of Compliance Inspection: _____ Parcel ID Number: 14F-0023 440792

Location is Zoned for: M-2 Heavy Industrial

Current/Past Use of the Property: Industrial space/Warehouse

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

[] Location above does **NOT** zoning and alcohol license zoning requirements of the City of South Fulton.
If not, briefly explain reason below:

Nadia Campbell
Print Name of Zoning Planner

Reginald Z. McClellan
Print Name of Department Head

Nadia Campbell
Zoning Planner Signature

[Signature]
Department Head Signature

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



South Fulton Police Department

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

Keith Meadows
Chief of Police

April 14, 2023

City of South Fulton Fire Department
ATTN: Office of the Fire Marshal
Donna.dingler@cityofsouthfultonga.gov
City of South Fulton Fire Department
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

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

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

- [] Consumption on Premises
_____ Beer _____ Wine _____ Distilled Spirits
- [X] Wholesale
__X__ Beer __X__ Wine __X__ Distilled Spirits

Business Information:

Impero Distributors Georgia Inc. dba Impero Distributor Georgia
3926 Shirley Dr
South Fulton, Ga 30336
Ombretta Tonelli
[REDACTED]

For Fire Use Only

Date of Inspection: 4/17/23

[☒] Location above **MEETS ALL** City of South Fulton Fire Ordinance and Fire Codes

[] Location does **NOT** meet City of South Fulton Fire Ordinance and Fire Codes

If not, briefly explain reason: _____

Gregory Chambers
Print Name of Fire Inspector

[Signature]
Fire Inspector Signature

Donna K. Dingler Fire Marshal
Print Name of Department Head

[Signature]
Department Head Signature

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



SOUTH FULTON FIRE RESCUE DEPARTMENT INSPECTION REPORT

Permit# _____	Location# _____
Approved: Yes ☒ No ☐	Reinspection ☒
Date: <u>4/17/23</u> FIRE ZONE: <u>Sta 11</u>	

Business Name Impero Wine Distributors Phone No. 470 909 6679 Email _____
Address 3926 Shirley Dr Suite --- City South Fulton Zip 30331
Owner's Name Daniela Comparesi Address Same
Phone No. [REDACTED] City/State/Zip South Fulton GA 30331
Emergency Contact Name _____ Phone No. _____

INSPECTION TYPES: Annual Business, Day Care, Personal Care home, School, Assembly,
Construction 50%, 80% 100%, High hazard Storage Facility,
Hood systems, Alarm Acceptance, Sprinkler Acceptance, Other liquor license

PLAN REVIEW: Alarm, Sprinkler, Commercial hood, 510 Communications, Gates/Locks, Other _____

PERMITS: Burn pit, Bonfire, Tent, Fireworks, Food Trucks, Events, Other _____

Code Violations and Recommendations:

Previous fire code violations corrected @ time of inspection

Sq' 2400

We would like to thank you for your cooperation during this inspection. The inspection was made based upon the current Codes which set forth minimum requirements for fire safety and are adopted by South Fulton and the State of Georgia. Please note that if no violations were noted during this inspection, it met the minimum Codes requirements.

If, however, violations were noted you are required to make the necessary corrections immediately. Re-inspection of corrections will be conducted after a thirty-day period to confirm compliance.

Inspecting Officer: Capt. G. Chambers Phone: 404 358 8048 non-emergency only

FOR FIRE OR OTHER EMERGENCY - CALL 911

Copy distribution: White-Community Risk Reduction: Blue-Inspector: Yellow-Business



INTER-OFFICE MEMORANDUM

DATE: April 17, 2023
TO: Chief K. Meadows
FROM: Jacquelyn J. Bell
SUBJECT: Staff Recommendation - Impero Distributors Georgia Inc. dba Impero Distributors Georgia

The applicant for Impero Distributors Georgia Inc., dba Impero Distributors Georgia, seeks an alcohol license for the wholesale of beer, wine, and distilled beverages at **3926 Shirley Dr Sw, South Fulton, GA 30336**. All applicable fees have been paid related to the alcohol license.

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

Application Information

Applicant: Impero Distributors Georgia Inc./ Ombretta Tonelli

Business Address 3926 Shirley Dr SW South Fulton, GA 30336

District(s): 1

Parcel ID Number: 14F0023LL079

Existing Zoning: M-2 (Heavy Industrial)

Current/Past Use of the Property: Adding wholesale to an existing warehouse.

History: This request serves as the applicants first request. The property is a warehouse. The applicant also has a current business license with the City of South Fulton, have current license for this location.

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

 The applicant does not meet the legal requirements.

Staff Name and Signature:

Jacquelyn J Bell

Police Chief Recommendation:



Approval

Denial

Signature:

[Signature]

Keith Meadows (Apr 19, 2023 11:26 EDT)

cc: Deputy Chief Connie Rogers
File



PRIVACY ACT STATEMENT

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

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

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

Print Name: OMBRETTA TONELLI

Date: 03/29/2023

Signature: 

TITLE 28 CFR 16.30 THROUGH 16.34

§ 16.30 Purpose and Scope

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

Initial: OT

§ 16.31 — Definition of identification record

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

Initial: OT

§ 16.32 — Procedure to obtain an identification record

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

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Initial: OT

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APPLICANT PRIVACY RIGHTS

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- If your fingerprints/biometrics are used to conduct a FBI national criminal history check, you are provided a copy of the Privacy Act Statement that would normally appear on the FBI fingerprint card.
- If you have a criminal history record, the agency making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The agency must advise you of the procedures for changing, correcting, or updating your criminal history record as set forth in Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a Georgia or FBI criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the agency denies you the job, license or other benefit based on information in the criminal history record.
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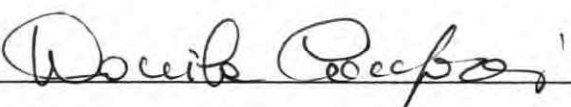
You have the right to expect the agency receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of state and/or federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

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Print Name: DANIELA CAMPORESI

Date: 03/27/2023

Signature: 



PRIVACY ACT STATEMENT

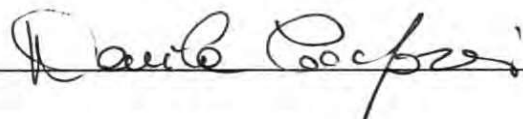
Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential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

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

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

Print Name: DANIELA CAMPORESI

Date: 03/29/2023

Signature: 

TITLE 28 CFR 16.30 THROUGH 16.34

§ 16.30 Purpose and Scope

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

Initial: 

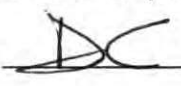
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Initial: 

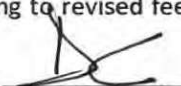
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Initial: 

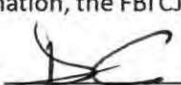
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Each written request for production of an identification record must be accompanied by a fee of \$18 in the form of a certified check or money order, payable to the Treasury of the United States. This fee is established pursuant to the provisions of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

Initial: 

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

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

Initial: 



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



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

Full Name (print)	DANIELA CAMPORESI		
Any other name used (i.e. maiden name)		Place of Birth	
Home Address	[REDACTED]		
Name of Business	IMPERO WINE DISTRIBUTORS GEORGIA		
Address of Business	3926 SHIRLEY DRIVE, SOUTH FULTON, ATLANTA GA 30336		
Gender	Height	Date of Birth	Social Security Number
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Race	Weight	Hair Color	Eye Color
[REDACTED]	[REDACTED]	BROWN BROWN	BROWN

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

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

Daniela Campos
Signature

03/29/2023
Date

Date of Inquiry: 4/11/23 Time of Inquiry: 12:10:09

Operator's Initials: TR

Purpose Code Used: (check all that apply)

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

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

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

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

Inv. T. Reynolds
Print Agency Designee Name and Title

4-19-23
Date

Agency Designee Signature



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336

Phone: (470) 809-7300

Keith Meadows

Chief of Police

April 11, 2023

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

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

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

- [] Consumption on Premises
_____ Beer _____ Wine _____ Distilled Spirits
- [X] Retail / **Wholesale**
X Beer _____X_ Wine _____X_ Distilled Spirits

Business Information:

Impero Distributors Georgia Inc. dba Impero Distributor Georgia
3926 Shirley Dr
South Fulton, Ga 30336
Ombretta Tonelli
[REDACTED]

For Law Enforcement Use Only

Date Background Investigation Completed: April 14, 2023

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

If not, briefly explain reason: _____

Jacquelyn S Bell
Print Name of Investigator

[Signature]
Investigator Signature

Place Form in Police ABL File



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336

Phone: (470) 809-7300

Keith Meadows

Chief of Police

April 11, 2023

Fulton County School Board
ATTN: Dondrell Haines
hainesd@fultonschools.org
Transportation Supervisor/Operations
Fulton County Schools System
55 Heath St. Fairburn, GA. 30213

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must verify compliance of distance from the nearest school and school bus stop. Please complete the form below and return this form to the email address listed below.

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

- [] Consumption on Premises
_____ Beer _____ Wine _____ Distilled Spirits
- [X] Wholesale
____X____ Beer _____X____ Wine _____X____ Distilled Spirits

Business Information:

Impero Distributors Georgia Inc. dba Impero Distributor Georgia
3926 Shirley Dr
South Fulton, Ga 30336
Ombretta Tonelli
[REDACTED]

For School Board Use Only

Date Completed: 4/12/2023

- [✓] Location above is 300 yards from nearest school ground
[✓] Location above is 200 yards from the nearest school bus stop as designated by Fulton County Board of Education.
If not, briefly explain reason: _____

Dondrell Haines

Print Name of Person Verifying Distance

Dondrell Haines

Signature

Return form via email to: pdlicenses@cityofsouthfultonga.gov

COMMUNICATIONS

Event List with Report Numbers

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
03/12/2023	05:09:53		3926 SHIRLEY DR SW		RCOB	03/12/2023 05:11:54
Total Number of Events Listed: 1						

Report Generated: 04/11/2023 13:59:05 | User ID: FCES1265

\\MMWP-RMSCDAP01.CO.FULTON.GA.US\OSS\ICAD\ICAD\vp\EventHistory_EventListWithReportNumbers_Landscape

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

Impero Wine Distr Ga. Inc
3926 Shirley Dr
South Fulton, GA 30336

INVOICE #

23003973

CUSTOMER ID: [REDACTED] PIN: [REDACTED]

INVOICE DATE: 04/10/23

DUE DATE:

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

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		New Alcohol License		
1.0000/1	ABLAPPL	Alcohol Lic - Application fee New Alcohol License	300.000000	300.00
1.0000/1	ABLFIREI	Alcohol Fire Inspection Fee New Alcohol License	75.000000	75.00
1.0000/1	POLICEAB	Police Alch Background Check New Alcohol License	55.000000	55.00
1.0000/1	POLICEAB	Police Alch Background Check New Alcohol License	55.000000	55.00
1.0000/1	ABLADV	Alcohol Lic Advertising Fee	505.000000	505.00
1.0000/1	ABLWHLWN	Alcohol Lic-Wholesale Wine	500.000000	500.00
			TOTAL DUE:	\$ 1,490.00
Prn Payment: 04/11/23 CR 3849127443				-1,490.00
			BALANCE:	\$ 0.00

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

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

Impero Wine Distr Ga. Inc
3926 Shirley Dr
South Fulton, GA 30336

INVOICE #: 23003973
DESCRIPTION: New Alcohol License
CUSTOMER ID: [REDACTED] PIN: [REDACTED]
DUE DATE:
TOTAL DUE: \$ 0.00



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

Impero Wine Distr Ga. Inc
3926 Shirley Dr
South Fulton, GA 30336

INVOICE #

23004003

CUSTOMER ID: [REDACTED] PIN: [REDACTED]

INVOICE DATE: 04/12/23

DUE DATE:

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

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Wholesale Alcohol license		
1.0000/1	ABLWHLBR	Alcohol Lic-Wholesale Beer Wholesale Alcohol license	500.000000	500.00
1.0000/1	ABLWHLQ	Alcohol Lic-Wholesale Liquor Wholesale Alcohol license	3,500.000000	3,500.00
			TOTAL DUE:	\$ 4,000.00
Prn Payment: 04/12/23 CK 1003				-4,000.00
			BALANCE:	\$ 0.00

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

City of South Fulton
5440 Fulton Industrial Blvd SW

Atlanta, GA 30336

Impero Wine Distr Ga. Inc
3926 Shirley Dr
South Fulton, GA 30336

INVOICE #: 23004003
DESCRIPTION: Wholesale Alcohol license
CUSTOMER ID: [REDACTED] PIN: [REDACTED]
DUE DATE:
TOTAL DUE: \$ 0.00





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

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

Kevin P. Weimer
Clerk of Court

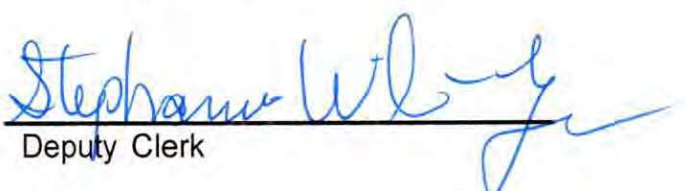
404-215-1600

Name: DANIELA CAMPORESI

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

In testimony whereof, I have hereunto set my hand and have affixed the seal of said Court, at Atlanta, Georgia, this 21st day of March, 2023.

KEVIN P. WEIMER
DISTRICT COURT EXECUTIVE
CLERK OF COURT

By: 

Deputy Clerk



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

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

Kevin P. Weimer
Clerk of Court

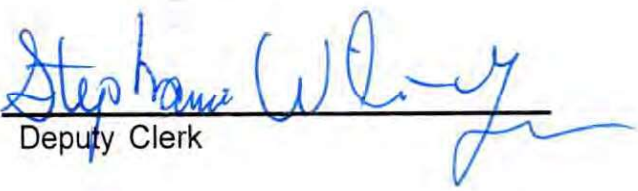
404-215-1600

Name: TONELLI OMBRETTA

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

In testimony whereof, I have hereunto set my hand and have affixed the seal of said Court, at Atlanta, Georgia, this 21st day of March, 2023.

KEVIN P. WEIMER
DISTRICT COURT EXECUTIVE
CLERK OF COURT

By: 

Deputy Clerk

MAGNETIC NORTH

Interstate 20

Shirley Drive

Site Address-
3926 Shirley Drive
Fulton Merchandise Center
South Fulton, Georgia
30336

Door

105yds

School
Grounds

The following distances were measured from the front door of site by the shortest route of travel on the ground:

SCHOOL- 105 yards (315') to Atlanta Heights Charter School, @ 3712 Martin Luther King Jr Drive.

LIBRARY- 5375 yards (16125') to Adamsville Branch, @ 3424 Martin Luther King Jr Drive.

There are no churches, school bus stops, nor alcohol treatment centers within 100 yards (300') of this site.

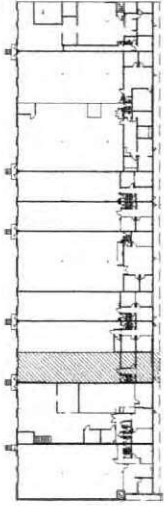
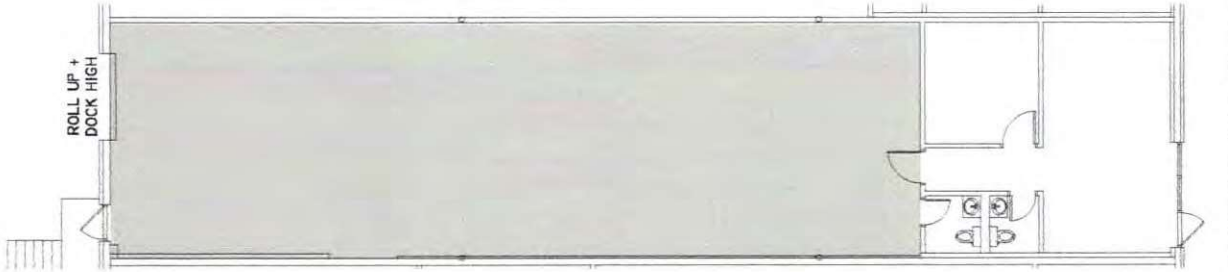
There are no private single or two family dwellings within 200' of this site.

City of South Fulton Wine Wholesale License Survey for:

Impero Wine Distributors Georgia



DATE: 3/30/2023	SCALE: 0 100 200 400 1" = 200'	GRAPHIC SCALE IN FEET
DRAWN BY: GD		
LAND LOT 23	14FF DISTRICT	SECTION
FULTON	COUNTY	GEORGIA
GEORGIA LAND SURVEYING CO. 155 CLIFTWOOD DRIVE, ATLANTA, GA 30328 PHONE (404)255-4671 FAX (404)255-6607 GEORGIALANDSURVEYING.COM		204318



KEYPLAN



Will Middour 404.290.9713
 wmiddour@middourinvestments.cc
 Allie Schonberg 404.242.1660
 aschonberg@middourinvestments.c

PLANNING U INTERIORS Z SHIRLEY DRIVE SW • SUITE 3926 • 2,338 RSF

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Amended Annual Registration

Electronically Filed

Secretary of State

Filing Date: 3/21/2023 4:44:36 PM

BUSINESS INFORMATION

BUSINESS NAME : Impero Wine Distributors Georgia, inc
CONTROL NUMBER : 22202026
BUSINESS TYPE : Domestic Profit Corporation
FILING TYPE : Amended Annual Registration

CURRENT INFORMATION ON FILE FOR PRINCIPAL ADDRESS, REGISTERED AGENT, AND OFFICERS

PRINCIPAL OFFICE ADDRESS : 302 Perimeter Center Apt 1235, atlanta, GA, 30346, USA
REGISTERED AGENT NAME : Daniela Camporesi
REGISTERED OFFICE ADDRESS : 302 Perimeter center apt 2122, dunwoody, GA, 30346, USA
REGISTERED OFFICE COUNTY : Dekalb

OFFICER	TITLE	ADDRESS
Daniela Camporesi	CEO	302 Perimeter Center Apt 1235, atlanta, GA, 30346, USA
Ginevra Gianardi	CFO	302 Perimeter Center, 1235, atlanta, GA, 30346, USA
Ombretta tonelli	Secretary	302 Perimeter Center, apt 1235, atlanta, GA, 30346, USA

CHANGES TO THE ABOVE CURRENT INFORMATION ARE INDICATED BELOW

PRINCIPAL OFFICE ADDRESS : 3926 Shirley Dr Sw, Atlanta, GA, 30336, USA
REGISTERED AGENT NAME : Daniela Camporesi
REGISTERED OFFICE ADDRESS : 3926 Shirley dr Sw, Atlanta, GA, 30336, USA
REGISTERED OFFICE COUNTY : Fulton

OFFICER	TITLE	ADDRESS
Daniela Camporesi	CEO	3926 Shirley Dr sw, atlanta, GA, 30336, USA
Ginevra Gianardi	CFO	3926 Shirley dr Sw, atlanta, GA, 30336, USA
Ombretta tonelli	Secretary	3926 Shirley Dr sw, atlanta, GA, 30336, USA

registered agent will be identical.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Daniela Camporesi
AUTHORIZER TITLE : Incorporator



3926 SHIRLEY DRIVE, SOUTH FULTON GA 30336

SUBMITTED ON: 04/11/2023

1. **Identification of days and hours of operation:** What days of the week is your business open? For each day what time is your business open and close? **AS WHOLESALERS, OUR BUSINESS IS NOT OPEN TO THE PUBLIC. WE WILL OPERATE ON THE PREMISES BETWEEN MONDAY TO FRIDAY BETWEEN 10AM TO 2PM.**
2. **Identification of any parking areas owned or controlled by establishments:** Where do your customers/patrons park when they're at your establishment? **AS WHOLESALERS, WE DO NOT HAVE CUSTOMERS WHO COME TO OUR WAREHOUSE. GUEST PARKING IS PROVIDED BY THE LANDLORD OUTSIDE THE PREMISES.**
3. **Specific measures and procedures to address crowd management both inside and outside the premise:** How do you make sure crowds inside your establishment remain orderly? **WE ARE WHOLESALERS AND DO NOT HAVE CUSTOMERS. THIS QUESTION DOES NOT APPLY** How do you ensure crowds outside (i.e., lines, smokers, etc.) your establishment remain orderly? **THIS QUESTION DOES NOT APPLY**
 - a. Do you have No Loitering signs, if so, how many, where? **WE HAVE ONE 'NO LOITERING' SIGN ON THE FRONT DOOR OF THE WAREHOUSE**
4. **Means of controlling access to the premises and parking area:** How does your establishment control who comes in and out of your establishment? **WE KEEP OUR DOORS LOCKED. WE ONLY ALLOW ENTRANCE ON APPOINTMENT.** How do you control who uses your parking areas if it's private parking? **PARKING IS FIRST COME FIRST SERVE**
 - a. Examples would be cameras, law enforcement/security guards, signs, or gates.
5. **Security Staffing:** Do you use Licensed Security Guards? **WE DO NOT USE LICENSED SECURITY GUARDS** If so, how many? How often on premises?

Are they trained "in house" or by a company? If they were trained by a company, please provide the name (s) and name of company. Do you employ Off-Duty SFPD officers? If so, how many and how often?
6. **Measures used to combat underage consumption of alcoholic beverages:** What do you/your employees do to ensure that individuals under the age of 21 are not allowed to purchase/consume alcoholic beverages at your establishment? **WE ARE WHOLESALERS AND WE DO NOT SELL DIRECTLY TO CUSTOMERS. INDIVIDUALS UNDER THE AGE OF 21 ARE NOT ALLOWED ON THE PREMISES. WE CHECK EVERYBODY'S ID.**
 1. Clearly state how you card customers. Do you have servers calculate the age by doing the math in their head? **OR YES WITH CALCULATOR**
 2. Do you have a scanner where you scan the ID, and it tells the employee the age of the customer? **OR NO**
 3. Do you enter the date of birth in a point of sale, and it tells the employee the age of the customer? **NO**
7. **Measures used to distinguish between patrons who are over and under the age of 21, where applicable:** Does your establishment allow individuals under the age of 21 to enter? **WE DO NOT ALLOW INDIVIDUALS UNDER THE AGE OF 21 OF AGE TO ENTER THE PREMISES** Of so, how do you identify people

who are 21 and over from those who are under 21 years of age? **WE IDENTIFY WHO IS 21 AND OVER BY CHECKING THEIR ID.**

- a. Clearly indicate if you issue wrist bands/hand stamps or card customers every time they order a beverage. **WE DO NOT ISSUE WRIST BANDS/HAND STAMPS OR CARD CUSTOMERS.**
8. Is there another type of measure taken to prevent underage sales? **AS WHOLESALERS WE DO NOT SELL DIRECTLY TO CUSTOMERS, BUT ONLY TO RETAIL AND RESTAURANTS**
9. **Do you have operable cameras? WE PLAN ON INSTALLING OPERABLE CAMERAS** If so, how many inside the location? **ONE INSIDE** How many outside the location? **ONE OUTSIDE**

Discuss matters related to managing emergencies, such as fires, evacuation tactics, assignment of employee duties during emergencies, and coordination with public safety: In the event of an emergency how is your staff trained to evacuate patrons? **WE ARE WHOLESALERS AND WE DO NOT HAVE EMPLOYEES. WE DO NOT ALLOW CONSUMERS ON PREMISES. BEYOND THIS, THE WAREHOUSE IS EQUIPPED WITH UP TO DATE FIRE EXTINGUISHERS, CLEARLY MARKED EXIT SIGNS (WITH LIGHT AND GLOW IN THE DARK). WE HAVE EXHIBITED FIRE EXIT PLANS CLEARLY INSIDE THE WAREHOUSE.** How does your establishment contact/work with police and EMS during an emergency? **WE WILL CALL 911 WITH THE PHONE AND FOLLOW THEIR INSTRUCTIONS.**



South Fulton Police Department

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

Keith Meadows
Chief of Police

OMBRETTA TONELLI
Licensee Print Name


Licensee Signature

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:15 p.m. 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);

DATE: May 23, 2023

SUBJECT: 5:15 p.m. 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);

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Rezoning Ordinance - 2601 Flat Shoals Rd	Cover Memo	5/20/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

Z23-006 - AN ORDINANCE TO REZONE FROM SUB-A (SUBURBAN A SINGLE-FAMILY DWELLING DISTRICT) & AG-1 (AGRICULTURAL DISTRICT) TO R-4 (SINGLE-FAMILY DWELLING DISTRICT) FOR PROPERTY LOCATED AT 2601 FLAT SHOALS ROAD (PARCEL NUMBER: 09F420001691059); AND FOR OTHER LAWFUL PURPOSES.

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

Section 1. That the Zoning Ordinance of the City of South Fulton be amended, and the maps established in connection therewith be hereby amended so that the following property, known as 2106 Flat Shoals Road, be rezoned from SUB-A (Suburban A Single Family Dwelling) and AG-1 (Agricultural District) to R-4 (Single-Family Dwelling District), and for other purposes:

ALL THAT TRACT or parcel of land lying in Land Lot 125 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]

**Conditions for Z23-006
2601 Flat Shoals Road**

1. No new structure(s) shall be constructed on the property.

Legal Description

All that tract or parcel of land lying being In Land Lot 125 of the 13th District of Fulton County, Georgia, more particularly described as follows:

Beginning at the iron pin found on the North line of said Land Lot 125, which is 588.2 feet East, as measured along the North line of said Land Lot 125, from the Northwest corner thereof; running thence in a Southerly direction along a line, which line forms an interior angle of 87 degrees 39 minutes with the North line of said Land Lot 125, a distance of 1109.4 feet to an Iron pin found on the Northwestern side of Flat Shoals Road; thence in a Northeasterly direction along the Northwestern side of Flat Shoals Road, and following the curvature thereof, a distance of 300 feet to an Iron pin placed: thence in a Northerly direction 1020.3 feet to an Iron pin found on the North line of said Land Lot; running thence West along the North line of said Land Lot, which line forms an interior angle of 87 degrees 57 minutes with the preceding course, a distance of 367 feet to the iron pin found at the Point of Beginning, being Improved property as more particularly shown on Plat of Survey for L.B. Treadway by Eston Pendley, Registered Surveyor, dated August 6, 1968.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:20 p.m. 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 For Other Lawful Purposes.

DATE: May 23, 2023

SUBJECT: 5:20 p.m. 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 For Other Lawful Purposes.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Special Use Ordinance - 2601 Flat Shoals Rd	Cover Memo	5/20/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

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 FOR OTHER LAWFUL PURPOSES.

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

Section 1. Under the provisions of Code Section 207.06 of Appendix C (Zoning) of the Code of City of South Fulton, Georgia, a Special Use Permit for churches and other facilities for religious organizations worship is hereby granted at 2601 Flat Shoals Road (Parcel Number: 09F420001691059), to wit:

ALL THAT TRACT or parcel of land lying in Land Lot 125 of the 13th District of Fulton County, Georgia, more particularly described by the attached legal description and/or survey.

Section 2. That this Special Use Permit is approved under the provisions of Code Sec. 302.08 – Church, of Appendix C (Zoning) of the Code of City of South Fulton, Georgia, as further stated and included in the attached conditions. The Special Use Permit hereby approved does not authorize the violation of any zoning district regulations. District regulation variances can be approved only by application to the Zoning Board of Appeals.

Section 3. 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]

Conditions for U23-005
2601 Flat Shoals Road

1. All buildings and use areas/structures other than parking and pedestrian walkways shall be located at least 100 feet from any adjoining residential district and/or AG-1 district.
2. Any associated day care centers, private schools, recreational fields, minister's and caretaker's residences, and others uses that are subject to requirements in this Article shall meet said requirements, unless modified under conditions approved with a Special Use approval for the church.
3. No parking shall be located within the minimum front yard setback.
4. The minimum buffers and landscape strips required for the O-I zoning district as specified in Article 4 of this Ordinance shall be required.
5. Facilities must be served by public sewer.

Legal Description

All that tract or parcel of land lying being In Land Lot 125 of the 13th District of Fulton County, Georgia, more particularly described as follows:

Beginning at the iron pin found on the North line of said Land Lot 125, which is 588.2 feet East, as measured along the North line of said Land Lot 125, from the Northwest corner thereof; running thence in a Southerly direction along a line, which line forms an interior angle of 87 degrees 39 minutes with the North line of said Land Lot 125, a distance of 1109.4 feet to an Iron pin found on the Northwestern side of Flat Shoals Road; thence in a Northeasterly direction along the Northwestern side of Flat Shoals Road, and following the curvature thereof, a distance of 300 feet to an Iron pin placed: thence in a Northerly direction 1020.3 feet to an Iron pin found on the North line of said Land Lot; running thence West along the North line of said Land Lot, which line forms an interior angle of 87 degrees 57 minutes with the preceding course, a distance of 367 feet to the iron pin found at the Point of Beginning, being Improved property as more particularly shown on Plat of Survey for L.B. Treadway by Eston Pendley, Registered Surveyor, dated August 6, 1968.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:25 p.m. 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)

DATE: May 23, 2023

SUBJECT: 5:25 p.m. 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)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Special Use Resolution - 2300 Sheriff Road	Cover Memo	5/20/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2023-_____

U23-003 – A RESOLUTION TO APPROVE A SPECIAL USE PERMIT FOR CHURCHES AND 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): AND FOR OTHER LAWFUL PURPOSES.

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

Section 1. Under the provisions of Code Section 207.06 of Appendix C (Zoning) of the Code of City of South Fulton, Georgia, a Special Use Permit for churches and other facilities for religious organizations worship is hereby granted at 2300 Sheriff Road (Parcel Number: 13 0101 LL0820).

Section 2. That this Special Use Permit is approved under the provisions of Code Sec. 302.08 – Church, of Appendix C (Zoning) of the Code of City of South Fulton, Georgia, as further stated and included in the attached conditions. The Special Use Permit hereby approved does not authorize the violation of any zoning district regulations. District regulation variances can be approved only by application to the Zoning Board of Appeals.

Section 3. 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]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:30 p.m. Second Read and Request Council Approval of TA23-002 An Ordinance To Amend The City Of South Fulton Zoning Ordinance, As Amended, For The Purpose Of Amending The Use Table To Allow For The Assembly /Banquet Hall Or Event Center Use In AG-1 (Agricultural) Zoning Districts Via Special Use Permit

DATE: May 23, 2023

SUBJECT: 5:30 p.m. Second Read and Request Council Approval of TA23-002 An Ordinance To Amend The City Of South Fulton Zoning Ordinance, As Amended, For The Purpose Of Amending The Use Table To Allow For The Assembly /Banquet Hall Or Event Center Use In AG-1 (Agricultural) Zoning Districts Via Special Use Permit

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
TA23-002 Event Center Text Amendment Ordinance	Cover Memo	5/20/2023
City Initiated Text Amendment_Short_Term_Rental_Rooming Houses_11_14_22	Cover Memo	5/20/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

TA23-002 AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON ZONING ORDINANCE, AS AMENDED, FOR THE PURPOSE OF AMENDING THE USE TABLE TO ALLOW FOR THE ASSEMBLY/BANQUET HALL OR EVENT CENTER USE IN AG-1 (AGRICULTURAL) ZONING DISTRICTS VIA SPECIAL USE PERMIT; 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, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

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

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

Section 1. That Table 2-4 (Principal Use Table: Non-Residential Districts) be amended for the purpose of allowing the uses of Assembly / Banquet Hall or Event Center, no onsite catering and Assembly / Banquet Hall or Event Center, with onsite catering in the AG-1 (Agricultural District) zoning district by special use permit, to read as follows:

532	Rental and Leasing Services	AG-1	C-1	C-2	O-I	MIX	M-1	M-2	
531120	Assembly / Banquet Hall or Event Center, no onsite catering	<u>S</u>	A	A	A	A			
722320	Assembly / Banquet Hall or Event Center, with onsite catering	<u>S</u>	A	A	A	A			

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

TAMMI SADDLER JONES
CITY MANGER



Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk
FROM: Karen Slaton-Dixon, Finance Director *KSD*
DATE: April 23, 2023
SUBJECT: Event Center Text Amendment Ordinance

CONCLUSION

No direct funds are being requested nor have any direct funds been allocated in the FY23 budget to cover any known expenses.

BACKGROUND

The city desires an ordinance to amend the City of South Fulton zoning ordinance, as amended for the purpose of amending the use table to allow for the assembly/banquet hall or event center use in AG-1 (Agricultural) zoning districts via special use permit.

FINANCIAL IMPACT

The resolution as written currently would not have a financial impact on the FY23 budget.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:35 p.m. Second Read and Request Council 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

DATE: May 23, 2023

SUBJECT: 5:35 p.m. Second Read and Request Council 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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance - Title 5 (Planing and Zoning) Amendments	Cover Memo	5/20/2023

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; 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, 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 5 (Zoning and Planning), Chapter 1 (Zoning, generally), Section 5-1009 (zoning amendment) as follows:

“Sec. 5-1009. Zoning amendments.

The zoning maps and text may be amended from time to time, but no amendment shall become effective unless it shall have been proposed by or shall first have been submitted to the planning commission for review and recommendation. ~~The planning commission shall have 30 days from the date of the submission of a fully completed application within which to submit its recommendation. If the planning commission fails to submit a recommendation within the 30 day period, it shall be deemed to have recommended approval of the proposed amendment.”~~

Section 2. To amend Title 5 (Zoning and Planning), Chapter 5 (Planning Commission), Section 5-5001 (Duty) as follows:

“Sec. 5-5001. Duty.

The planning commission is hereby granted all powers and is hereby assigned all duties that the council as the governing authority of the City is authorized and empowered to grant and assign, to include the following:

- (1) Review and recommend for adoption to the city council comprehensive surveys and studies of existing conditions and probable future developments and reviewing such plans for physical, social and economic growth as will best promote the public health, safety, morals, convenience, prosperity or general welfare, as well as efficiency and economy in the development of the city.
- (2) Review and recommend for adoption to the city council, in accordance with those comprehensive surveys and studies, a future land use map for the development of the city.
- ~~(3) Review and recommend for adoption to the city council a plat or an official map showing the exact location of the boundary lines of existing, proposed, extended, widened or narrowed streets, public open spaces or public building sites, and all properties.~~
- (4) Review and recommend for adoption to the city council a zoning ordinance or resolution and map for the city, and all proposed amendments to the zoning ordinances, and the zoning, ~~plat,~~ and future land use maps.
- (5) Review and recommend for adoption to the city council regulations for the subdivision of land within the city and administering the regulations that may be adopted.
- ~~(6) Review and recommend for adoption to the city council regulations to control the erection of buildings or other structures within the city or a specified portion thereof and administering the regulations that may be adopted.~~
- ~~(7) Review and recommend for approval to the city council all cases of new development(s) and building(s), residential, commercial, and industrial (excluding residential sheds, non-commercial land disturbance applications for individual homeowners (such as new driveways or large landscaping projects), lean-to's for storage (small structures that are not independently freestanding), and other minor processes as deemed so by the community development and regulatory affairs director, including but not limited to the items listed above, plus pools, treehouses, private residential swing sets and jungle gyms.~~
- (8) Review and recommend for approval to the city council all cases that require a special use permit ~~and use variances.~~
- (9) Recommend to the executive or legislative officials of the city programs for public improvements and the financing thereof.”

Section 3. To amend Title 5 (Zoning and Planning), Chapter 5 (Planning Commission), Section 5-5002 (Membership; terms) subsection (c) as follows:

“Sec. 5-5002. Membership; terms.

...

- (c) *Chair and vice chair.* ~~The planning commission shall elect one of its members to~~ **The planning commission member appointed by the Mayor shall serve as chairperson and the planning commission shall elect one of its remaining members** ~~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 4. To amend Title 5 (Zoning and Planning), Chapter 5 (Planning Commission), Section 5-5005 (Secretary of planning commission; staff support) as follows:

"Sec. 5-5005. Secretary of planning commission; staff support.

The community development ~~and regulatory affairs services~~ director, or his or her designee within community development ~~and regulatory affairs services~~ department, shall serve as the planning commission secretary. The secretary shall provide support to the planning commission as reasonable and necessary to accomplish said commission's duties. The secretary of the planning commission shall provide the members of the planning commission all information submitted to, or generated by, city staff on each proposed amendment, which the commission considers, including: a copy of the application and all supporting **documents.**"

Section 5. To amend Title 5 (Zoning and Planning), Chapter 6 (Appeals), Section 5-6001 (Membership; terms) subsection (c) as follows:

"Sec. 5-6001. Membership; terms.

...

- (c) *Chair and vice-chairperson.* **The zoning board of appeals member appointed by the Mayor shall serve as 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 6. To amend Title 5 (Zoning and Planning), Chapter 6 (Appeals), Section 5-6005

(Secretary) as follows:

“Sec. 5-6005. Secretary.

The community development **and regulatory affairs** services director, ~~or his or her designee within community development services department~~, shall serve as secretary of the zoning board of appeals. The secretary shall provide support to the zoning board of appeals as reasonable and necessary to accomplish said board's duties. The secretary of the zoning board of appeals shall provide the members of the zoning board of appeals all information submitted to, or generated by, city staff on each proposed amendment, which the zoning board of appeals considers, including: a copy of the application and all supporting materials; all other written communications given to the staff either in support of or in the opposition to the amendment; any decision of the board; the minutes, if any, of the board meeting; and any filings made by any party that appears before the board. The secretary shall be responsible for transmitting the records of the zoning board of appeals to the city clerk.

Section 7. To amend Title 5 (Zoning and Planning), Chapter 6 (Appeals), to add a Section 5-6005.1 to read as follows:

“Sec. 5-6005.1. Acceptance of service; petition for review.

The community development and regulatory affairs director shall have the authority, without additional zoning board of appeals action, to approve or issue any form or certificate necessary to perfect the petition described in Title 5 of the O.C.G.A. for review of a decision of the zoning board of appeals, and the authority to accept service of such petition on behalf of the zoning board of appeals during normal business hours at South Fulton City Hall. Service of petitions on the City of South Fulton shall be accepted in accordance with Sec. 3.22 of the Charter of the City of City of South Fulton.

Section 8. 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 9. 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 10. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 11. 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 12. 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



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 5:40 p.m. Fulton BP Inc. dba Fulton BP Inc. for a Transfer of alcohol license for the retail sales of beer and wine beverages at 4335 Fulton Industrial Blvd, Atlanta, Ga 30331

DATE: May 23, 2023

SUBJECT: 5:40 p.m. Fulton BP Inc. dba Fulton BP Inc. for a Transfer of alcohol license for the retail sales of beer and wine beverages at 4335 Fulton Industrial Blvd, Atlanta, Ga 30331

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Fulton BP City Council Docs_Redacted updated	Cover Memo	5/20/2023

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 <i>Legal issues have been addressed</i>		
☐ Assistant City Manager <i>Complies with operational processes and guidelines.</i>		
☐ Finance Director <i>Funds are available and complies with fiscal guidelines.</i>	<i>Karen Slaton-Dixon</i>	Apr 18, 2023
☐ Information Technology Director <i>When Information Technology issues are involved</i>		
☐ Program & Performance Manager <i>Complies with Division/programmatic processes</i>		
☐ Communications Director <i>Complies with Division/programmatic processes</i>		
☐ Parks & Recreation Director <i>Complies with Division/programmatic processes</i>		
☐ Destination South Fulton Director <i>Complies with Division/programmatic processes</i>		
☐ DCDRA Director <i>Complies with Division/programmatic processes</i>	<i>Reginald B. McClelland</i>	Apr 20, 2023
☐ Human Resources Director <i>Complies with HR policies and procedures; positions are budgeted</i>		
☐ Public Safety <i>Complies with Division/programmatic processes. Specify Fire or Police</i>	 <i>Chad C. Jones</i> South Fulton (Apr 18, 2023 13:04:07) Chad.C.Jones@sf.ga.gov	Apr 18, 2023 Apr 18, 2023
☐ Public Works Director <i>Complies with Division/programmatic processes</i>		
☐ Other (Clerk's Office, Municipal Court, etc.) <i>Complies with Division/programmatic processes. Specify Area</i>	<i>Brian Morris</i>	Apr 18, 2023
☐ Other (Clerk's Office, Municipal Court, etc.) <i>Complies with Division/programmatic processes. Specify Area</i>		

City Manager's Decision: Approved ☐ Disapproved ☐

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

City Manager's Comments:

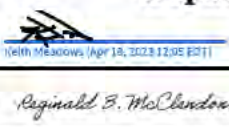
City Manager's Signature

Date

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

City of South Fulton Agenda Item Summary



City Council Meeting Date 5/9/2023		
Requesting Department Police Department		Council District(s) Affected District 1
Requested Action Approval to get on City Council Agenda for May 9, 2023 to have a public hearing and for council to vote on the request for an alcohol license for Fulton BP INC. dba Fulton BP Inc. for an alcohol license for the retail sales of beer and wine beverages at 4335 Fulton Industrial Blvd, Atlanta, Ga 30331		
Requirements for Council Action (City specific Council policy, statute or code requirement) Pursuant to Title 16, Section-16-2020(d), Staff recommends City Council to Grant Approval.		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The applicant for Fulton BP INC.. dba Fulton BP Inc. has applied for an alcohol license for the the retail sales of beer and wine at 4335 Fulton Industrial Blvd, Atlanta, Ga 30331. This request is due to a change of ownership at this location. All applicable fees and inspections have been paid and passed.		
Funding Source (if applicable)		
Financial Impact (if applicable) Initial Renenue \$1,790 with an estimated annual revenue of \$800.		
Financial Impact Statement Received Yes ☐ No ☒ Legislative Process Complete Yes ☐ No ☒		
Department Director Approval  (Cecil Meadows (Apr 18, 2023 12:05 EST))  (Chad C. Jones (Apr 18, 2023 13:08:20)) 		Finance Director Approval 
Assistant City Manager Approval	City Attorney Approval	City Manager Approval

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



DONALD TOMS
ASSISTANT CITY MANAGER

MEMORANDUM

TO: City of South Fulton Mayor & Council

FROM: Keith Meadows, Chief of Police 
KM

DATE: April 4, 2023

SUBJECT: Request by Fulton BP INC. dba Fulton BP Inc. for an Alcohol License for the retail sales of beer and wine beverages at 4335 Fulton Industrial Blvd, Atlanta, GA 30331.

The applicant for Fulton BP INC. dba Fulton BP Inc. seeks an alcohol license for the retail sales of beer and wine at 4335 Fulton Industrial Blvd. This application is for a change of ownership at this location. All applicable fees related to obtaining an alcohol license have been paid.

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

CHIEF OF POLICE RECOMMENDATION: APPROVAL

APPLICATION INFORMATION

Applicant Information	Fulton BP INC 4335 Fulton Industrial Blvd Atlanta, GA 30331
City Council District(s):	1
Parcel ID Number	14F0052660169
Square Footage	
Existing zoning	M - 2
Current/Past Use of the Property	Gas Station-Convenience Store/ Same
History	This is applicants first request. Previous use gas station/convenience store.

Cc: Corey Adams, City Clerk

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

PERSONAL STATEMENT

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

Applicant Name in FULL (Please Print) SAIF ALI S CHUNARA

Home Address: [REDACTED]

Business Address: 4335 FULTON INDUSTRIAL BLVD SW ATLANTA GA 30336

Place of Birth [REDACTED] Date of Birth: [REDACTED] Age: 26
(City, State, Country) (Day, Month, Year)

Race: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Eye Color: B U.S. Citizen X By Birth

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

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

NO

List names and addresses of employers for the past three (3) years: Self Employed - Luminex Auto Repair

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

Full name of spouse / (Maiden Name) _____ DOB _____

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

SAIF ALI S CHUNARA

Applicant's Printed Name

[Signature]
Applicant's Signature

1/18/23
Date of Application

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

This 18 day of FEB, 2023

Notary Public Signature: [Signature] (AFFIX SEAL)

Notary Printed Name: Nizar Jannohammad



Date Revised: 1/03/2022

RESIDENCE DETERMINATION FORM

Certificate of Residence **For Retail Package Distilled Spirits Applicants Only**

State of Georgia, _____ County

I, _____ Judge of the probate Court, for _____
County, Georgia, hereby certify that _____ is now and has been a Bona Fide Resident
of the state of Georgia for one year, and in the county of _____ for one year immediately
preceding the date of this affidavit, based upon the affidavit of applicant, and the evidence submitted therewith.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Probate Court this _____ day of _____, 20_____.

Judge of the Probate Court

County, Georgia

Certificate of Residence **For All Other Alcoholic Beverage License Applicants**

State of Georgia, Gwinnett County

I, Christopher A. Ballar Judge of the probate Court, for Gwinnett

County, Georgia, hereby certify that Safari Chunara is now and has been a Bona Fide Resident of
the state of Georgia in the county of Gwinnett based upon the affidavit of applicant and the
evidence submitted therewith. In Witness Whereof, I have hereunto set my hand and affixed the seal of said

Probate Court this 9 day of March, 2023

[Signature]
Judge of the Probate Court

Gwinnett
County, Georgia

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

Save Affidavit

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

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

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

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

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

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

DL # EXP 06-08-2026

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

Executed in Duluth (city) GA (state)

Signature of Applicant

SAIF ALI S CHUNARA

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE
ME ON THE

13 DAY OF Feb, 2023

NOTARY PUBLIC

My Commission Expires: 11/14/2026

Date Revised: 1/03/2022



CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

E-Verify Affidavit

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

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

Section 1.

Please check only one:

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

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

Section 2.

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

Fulton BP Ink
Name of Private Employer

Federal Work Authorization User Identification Number

Date of Authorization

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

[Signature]
Signature of Authorized Officer or Agent

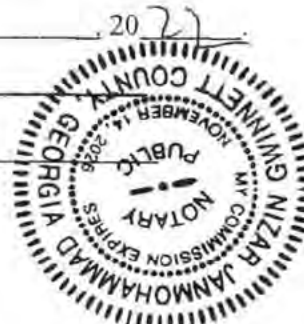
Sait Ali Chany
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 12 DAY OF Feb, 2023

[Signature]
NOTARY PUBLIC

My Commission Expires: 11/14/2026



Date Revised: 1/03/2022

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



REGISTERED AGENT DESIGNEE FORM

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

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

Name: SAIF ALI S CHUNARA
(Full Printed Name No Initials)

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

Home Address: [REDACTED]

City: GWNITTE State: GA Zip: 30047

Phone# [REDACTED]

Business Address: 4335 FULTON INDUSTRIAL BLVD SW

City: ATLANTA State: GA Zip: 30336

Phone# [REDACTED]

I hereby certify that I agree to serve as the "registered agent" on behalf of Fulton BP INC a business located at 4335 Fulton Industrial Blvd SW Atlanta GA 30336 City of South Fulton, Georgia. As registered agent, I agree to accept any process, notice or demand required or permitted by law or under the Alcoholic Beverage Code of the City of South Fulton, Georgia, to be served upon the licensee or owner. I understand that such service upon me will serve as legal notice upon the licensee or owner and that it is my responsibility to forward such service to the owner or licensee.

[Signature]
SIGNATURE OF APPLICANT

2/18/23
DATE

SAIF ALI S CHUNARA
PRINTED NAME OF APPLICANT

SWORN TO AND SUBSCRIBED
BEFORE ME THIS Feb 18 DAY OF Feb 20 23

NOTARY PUBLIC SIGNATURE

[Signature]
NOTARY PUBLIC PRINTED NAME



Date Revised: 1/03/2022

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

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

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

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

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

☒ BEER ☒ WINE ☐ DISTILLED SPRITS/LIQUOR

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

☐ Retail Package Store ☒ Convenience Store ☐ Growler
☐ Supermarket ☐ Gas / Drug / Dry Goods Store

Other. Please Specify _____

1. Is applicant: [] Sole Proprietorship [] Partnership [x] Corporation [] LLC

2. Legal Name of Business: FULTON BP INC

Operating/Trade Name of Business _____

Has location had an alcohol license within the last 12 months? [x] Yes [] No

3. Business Address: 4335 FULTON INDUSTRIAL BLVD SW ATLANTA GA 30336 Council District: FULTON
(Street Address, City, State Zip) N

4. Billing Address: 4335 FULTON INDUSTRIAL BLVD SW ATLANTA GA 30336
N

5. Proposed Location Zoned: Commercial Lots

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

1.3 miles → 6864 ft
3.0 miles → 15,840 ft
2.3 miles → 12,144 ft
0.5 miles → 2640 ft
3.0 miles → 15,840 ft

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

SECTION 2:

1. Full name of Applicant (Company/Corporation) FULTON BP INC
2. Full name of Licensee: SAIF ALI S CHUNARA
 Licensee Social Security Number: [REDACTED]
 Date of Birth and Place of Birth: [REDACTED]
 Citizen of the USA? ☒ Yes ☐ No Alien Number: _____
 Resident of Georgia? ☒ Yes ☐ No Years 2004 County _____
 Home Address: [REDACTED]
[REDACTED] City [REDACTED] State [REDACTED] Zip Code [REDACTED]
 Telephone Number: Home: [REDACTED] Business: (404) 444-5421
 Email Address: [REDACTED]
 Hours said Licensee will actively be on the premise: 10 am to 4 pm
 List duties of Licensee: manage all paper work, employees, banking

3. Full Name of Spouse, Including Maiden Name: _____
 Date of Birth and Place of Birth: _____
 Hours Spouse on Premises: _____
4. Licensee's Business interest(s), occupation(s), and employment for the past ten (10) years

COMPANY	ADDRESS (CITY & STATE)	POSITION	DATES
Luminex Lighting LLC	LAWRENCEVILLE / LILBURN GA	OWNER	2015

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

PERSON CHARGED	DATE	OFFENSE	LOCATION	DISPOSITION

Date Revised: 01/03/2022

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CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

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

If yes, please check appropriate status above and explain _____

9. Full Name of Manager: Shahzeb Chumara
Social Security Number of Manager: [REDACTED]
Date of Birth and Place of Birth: [REDACTED]
Home Address: [REDACTED]
Telephone Number: Home: ([REDACTED]) Business: ([REDACTED])
E-mail Address: [REDACTED]

10. Hours said manager will be on the premise: 40-50 Hours a week
11. What is the manager's business experience? 5-7 years in gas station industry
12. Has the manager worked in this or a similar capacity? ☒ Yes ☐ No
If yes, explain: Other locations in Atlanta

FINANCIAL BACKGROUND INFORMATION

13. Applicant's full name (Company/Corporation) Shahzeb Chumara Fulton BP Inc
If a Corporation, Date of Incorporation: 10-26-2022 Taxpayer Id# 92-0860583

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

NAME	ADDRESS	DOB	SSN	POSITION	% INTEREST
Saif Ali Chumara		11-12-1996	[REDACTED]	OWNER	100%

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

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

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

NAME	AMOUNT INVESTED	SOURCE OF FUNDS	DATES
SAIF ALI CHUNARA	\$ [REDACTED]	PERSONAL SAVINGS	NOV 1ST 2022

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

TYPE	BANK	CITY & STATE	LAST 6 OF ACCOUNT#	AMOUNT
CHECKING	PFCU	LILBURN GA	236507	-

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

NAME	ADDRESS	AMOUNT/ITEM	DATE

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

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

NAME	NAME AND ADDRESS OF PREMISES	POSITION	% OF INTEREST

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

LUMINEX LIGHTING LLC

Date Revised: 01/03/2022

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CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

LICENSED PREMISES

21. Do you own the property where the business is located? ☐ Yes ☒ No
- If yes:
Date of Purchase: _____ Purchase Price: _____
Name of Seller: _____
22. If property is rented/leased provide owner's name and address:
S.N.S. Corporation
Amount of rent/lease:
Monthly 16000 Annually _____ Other (specify) _____
(Submit copy of signed lease agreement, deed, sublease, etc.)
23. Has a license at this location ever been denied, suspended, or revoked? ☒ No ☐ Yes
☐ denied, ☐ suspended or ☐ revoked
If yes, check the appropriate status above and explain: _____
24. Is business located in a hotel or motel? ☐ Yes ☒ No
If yes, name of Hotel or Motel _____
25. If the business is to be operated as a department inside of premises where another business is operating, give details of the existing business. no
26. What will be your business/operating hours? 6AM - 12PM
27. Where will your trash receptacle be located? Back
28. What arrangements have you made for trash removal? weekly twice
29. How often will you clean your property? Daily
30. What is your plan for sanitation (clean water and sewage disposal) on the premises? As Required by
Fulton County / Republic Services
31. What is your plan for unlawful conduct on the premises? Call Police
& Put Sign for Not to do it.
32. What is your plan for fire prevention on the premises? Fire Ex. & Sign
33. What type of security do you plan to have? 24 Camra, & Alarm system

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

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

If yes, what type of training and how do you plan to prevent the selling to underage consumers of alcohol and tobacco products on your premises? TIPS / Check ID - scan ID / enter

DOB on POS system.

35. What type of buffering do you have, or will you provide to alleviate the effects of noise, lighting, odors, traffic, or other nuisances on surrounding properties?

Property has LED lights, Disturb / fence / signs for NO LOITERING & TRESPASSING

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

Keep it clean & light. Call Police on way down

37. Describe the traffic and pedestrian ingress and egress to/from the property and to/from any existing or proposed structure on the property.

-N/A 2 entries & 2 exits on to the property
on Fulton Industrial Blvd. 2 entrance doors with handicap parking

RETAIL PACKAGE LIQUOR LICENSE (selling liquor, beer, & wine)

If you are applying for a retail package liquor license, please complete questions 45-47.

If not, write N/A and please skip ahead to question 48.

38. Do you propose to operate this store solely as a package liquor store? ☐ Yes ☒ No

39. Does the Licensee/Agent, Spouse, or any other owner(s), partner(s) or stockholders have an interest in other retail liquor stores? ☐ Yes ☒ No

NAME	NAME & LOCATION OF BUSINESS	POSITION	% INTEREST

40. Do you or your spouse or any partner or stockholder have any financial interest in any wholesale liquor business?

☐ Yes ☒ No

If yes, give details: _____

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE

RETAIL BEER AND/OR WINE LICENSE (selling beer & wine only)

If you are applying for a retail beer and/or wine license, please complete questions 48-50.
If not, please skip ahead to next page.

41. Are you (the applicant) or any member of your family, the owner, lessor, or sub-lessor of any real estate which is occupied by a retail package (liquor) store? ☐ Yes ☒ No

If yes, list locations, information as to any lease or rental agreement, amount of rent received, and to whom.

LOCATION	LEASE/RENTAL AGREEMENT INFORMATION	AMOUNT OF RENT	LESSOR

42. Are you or any member of your family the Executor, Administrator, Beneficiary or Heir of **any estate having any interest** in retail package (liquor) store? ☐ Yes ☒ No

If yes, list location(s), amount of interest and your relationship with the estate:

LOCATION(S)	% INTEREST	YOUR RELATIONSHIP TO ESTATE

43. Are you or any member of your family the beneficiary or trustee of **any trust fund having any interest** in a retail package (liquor) store? ☐ Yes ☒ No

If yes, give your position, the name of the trust and the amount of income that you receive.

POSITION	NAME OF TRUST	INCOME RECEIVED

CITY OF SOUTH FULTON APPLICATION FOR ALCOHOL BEVERAGE LICENSE



CERTIFICATION

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

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

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

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

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

SIGNATURE OF APPLICANT

DATE

SAIF ALI S CHUNARA
PRINTED NAME OF APPLICANT

~For Notary~

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

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 18 DAY OF FEB 20 22

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED NAME

Date Revised: 01/03/2022

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APPLICANT PRIVACY RIGHTS

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

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

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

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

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

Print Name: SAIF ALI S CHUNARA

Date: 1/18/23

Signature: 



PRIVACY ACT STATEMENT

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

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

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

Print Name: S. A. Churney
Signature: [Handwritten Signature]

Date: 7/18/23

TITLE 28 CFR 16.30 THROUGH 16.34

§ 16.30 Purpose and Scope

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

Initial: 

§ 16.31 — Definition of identification record

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

Initial: 

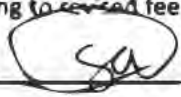
§ 16.32 — Procedure to obtain an identification record

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

Initial: 

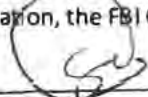
§ 16.33 — Fee for production of identification record

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

Initial: 

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

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

Initial: 



INTER-OFFICE MEMORANDUM

DATE: April 4, 2023
TO: Chief K. Meadows
FROM: Jacquelyn J. Bell
SUBJECT: Staff Recommendation -Fulton BP INC., dba Fulton BP Inc.

The applicant for Fulton BP INC., dba Fulton BP Inc. Seeks an alcohol license for the retail sales of beer and wine beverages at **4335 Fulton BP Inc.** All applicable fees have been paid related to the alcohol license.

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

Application Information

Applicant: Fulton BP INC. / Saif Chunara

Business Address 4335 Fulton Industrial Blvd

District(s): 1

Parcel ID Number: 14F0052660169

Existing Zoning: M - 2

Current/Past Use of the Property: Current use is Gas Station/ with Convenience Store

History: This request serves as the applicants first request. The property is a gas station. The applicant also has a current business license with the City of South Fulton and has requested a license resulting from an ownership change.

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

 The applicant does not meet the legal requirements.

Staff Name and Signature:

Jacquelyn J. Bell, [Signature]

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

Signature:

[Signature]
Keith Meadows (Apr 18, 2023 12:05 EDT)



South Fulton Police Department

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

Keith Meadows
Chief of Police

March 7, 2023

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

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

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

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

Business Information:
FULTON BP INC., LLC d/b/a Fulton BP Inc.
4335 Fulton Industrial Blvd sw
Atlanta, Ga 30331
Owner: Saif Chunara
Phone: [REDACTED]
Email: [REDACTED]

For Code Enforcement Use Only

Date of Inspection: 3/22/23

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

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

DOUGLAS REID
Print Name of Code Enforcement Inspector

[Signature]
Code Enforcement Inspector Signature

Brian Morris
Print Name of Department Head

[Signature]
Department Head Signature

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



South Fulton Police Department

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

Keith Meadows
Chief of Police

March 7, 2023

City of South Fulton Planning & Zoning Section
ATTN: Alicia Encalade
alicia.encalade@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

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

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

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

Business Information:

FULTON BP INC., LLC d/b/a Fulton BP Inc.
4335 Fulton Industrial Blvd sw
Atlanta, Ga 30331
Owner: Saif Chunara
Phone: [REDACTED]
Email: [REDACTED]

For Planning & Zoning Use Only

Date of Compliance Inspection: 02.22.2023 Parcel ID Number: 14F0052660169
Location is Zoned for: M-2 (Heavy Industrial)
Current/Past Use of the Property: M-2

- [☒] Location above MEETS ALL zoning and alcohol license zoning requirements of the City of South Fulton.
- [] Location above does NOT zoning and alcohol license zoning requirements of the City of South Fulton.
If not, briefly explain reason below:

PATWANDA PARIC
Print Name of Zoning Planner

[Signature]
Zoning Planner Signature

Print Name of Department Head

Department Head Signature

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



South Fulton Police Department

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

Keith Meadows
Chief of Police

March 7, 2023

City of South Fulton Business License
ATTN: LaShayne Taylor
Lashayne.taylor@cityofsouthfultonga.gov
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

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

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

- ☐ Consumption on Premises
_____ Beer _____ Wine _____ Distilled Spirits
- ☒ Retail
___X___ Beer _____X___ Wine _____ Distilled Spirits

Business Information:

FULTON BP INC., LLC d/b/a Fulton BP Inc.
4335 Fulton Industrial Blvd sw
Atlanta, Ga 30331
Owner: Saif Chunara
Phone: [REDACTED]
Email: [REDACTED]

For Business License Use Only

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

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

Cody Hugley
Print Name of Business Tax Specialist

Karen Slater-Dixon
Print Name of Department Head

Cody Hugley
Business Tax Specialist Signature

Karen Slater-Dixon
Department Head Signature

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

CITY OF SOUTH FULTON - OCCUPATIONAL TAX CERTIFICATE

COSF Business License
5440 Fulton Industrial Blvd
Atlanta, GA 30331

License Id:	2022.12.1559	Issued Date:	12/29/2022
Effective Date:	01/01/2023	Expiration Date:	12/31/2023
License Type:	Gasoline Stations with Convenience Stores		



Business Name: FULTON BP INC
Business Location: 4335 Fulton Industrial Boulevard SW, South Fulton, GA 30336

SAIFALI CHUNARA
4335 FULTON INDUSTRIAL BLVD
ATLANTA, Georgia, 30336

2023

NON-TRANSFERABLE

TO BE PLACED IN A CONSPICUOUS PLACE



South Fulton Police Department

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

Keith Meadows
Chief of Police

March 7, 2023

City of South Fulton Fire Department
ATTN: Office of the Fire Marshal
Donna.dingler@cityofsouthfultonga.gov
City of South Fulton Fire Department
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

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

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

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

Business Information:

FULTON BP INC., LLC d/b/a Fulton BP Inc.
4335 Fulton Industrial Blvd sw
Atlanta, Ga 30331
Owner: Saif Chunara
Phone: [REDACTED]
Email: [REDACTED]

For Fire Use Only

Date of Inspection: 3/10/2023

- [☒] Location above MEETS ALL City of South Fulton Fire Ordinance and Fire Codes
- [] Location does NOT meet City of South Fulton Fire Ordinance and Fire Codes
If not, briefly explain reason: _____

Gregory Chambers
Print Name of Fire Inspector

[Signature]
Fire Inspector Signature

Donna K. Dingler Fire Marshal
Print Name of Department Head

[Signature]
Department Head Signature

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



SOUTH FULTON FIRE RESCUE DEPARTMENT
INSPECTION REPORT

Permit# _____	Location# _____
Approved: Yes ☒ No ☐ Reinspection _____	
Date: <u>3/10/23</u> FIRE ZONE: <u>SLA II</u>	

Business Name BP Food Mart Phone No. [REDACTED] Email _____
Address 4335 Fulton Industrial Blvd Suite — City South Fulton Zip 30331
Owner's Name Sail Chumara Address Same
Phone No. [REDACTED] City/State/Zip South Fulton GA 30331
Emergency Contact Name _____ Phone No. _____

INSPECTION TYPES: Annual Business, Day Care, Personal Care home, School, Assembly,
Construction 50%, 80% 100%, High hazard Storage Facility,
Hood systems, Alarm Acceptance, Sprinkler Acceptance, Other Liquor Licence

PLAN REVIEW: Alarm, Sprinkler, Commercial hood, 510 Communications, Gates/Locks, Other _____

PERMITS: Burn pit, Bonfire, Tent, Fireworks, Food Trucks, Events, Other _____

Code Violations and Recommendations:

No fire code violations noted @ time of inspection

We would like to thank you for your cooperation during this inspection. The inspection was made based upon the current Codes which set forth minimum requirements for fire safety and are adopted by South Fulton and the State of Georgia. Please note that if no violations were noted during this inspection, it met the minimum Codes requirements.

If, however, violations were noted you are required to make the necessary corrections immediately. A re-inspection of corrections will be conducted after a thirty-day period to confirm compliance.

Inspecting Officer: Capt. G. Chambers Phone: 404 350 8048 non-emergency only

FOR FIRE OR OTHER EMERGENCY - CALL 911

Copy distribution: White-Community Risk Reduction: Blue-Inspector: Yellow-Business



South Fulton Police Department

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

Keith Meadows
Chief of Police

March 31, 2023

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

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

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

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

Business Information:

FULTON BP INC., LLC d/b/a Fulton BP Inc.
4335 Fulton Industrial Blvd sw
Atlanta, Ga 30331
Owner: Saif Chunara
Phone: [REDACTED]
Email: [REDACTED]

For Law Enforcement Use Only

Date Background Investigation Completed: 4/3/23

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

If not, briefly explain reason: _____

Jaquelyn J. Bell
Print Name of Investigator

[Signature]
Investigator Signature

Place Form in Police ABL File



South Fulton Police Department

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

Keith Meadows
Chief of Police

March 7, 2023

Fulton County School Board
ATTN: Dondrell Haines
hainesd@fultonschools.org
Transportation Supervisor/Operations
Fulton County Schools System
55 Heath St. Fairburn, GA. 30213

The business listed below has applied for an Alcoholic Beverage License with the City of South Fulton. In order to proceed, the listed business must verify compliance of distance from the nearest school and school bus stop. Please complete the form below and return this form to the email address listed below.

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

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

Business Information:

FULTON BP INC., LLC d/b/a Fulton BP Inc.
4335 Fulton Industrial Blvd sw
Atlanta, Ga 30331
Owner: Saif Chunara
Phone: [REDACTED]
Email: [REDACTED]

For School Board Use Only

Date Completed: 3/30/2023

- [✓] Location above is 300 yards from nearest school ground
[✓] Location above is 200 yards from the nearest school bus stop as designated by Fulton County Board of Education.
If not, briefly explain reason: _____

Dondrell Haines

Print Name of Person Verifying Distance

Dondrell Haines
Signature

Return form via email to: pdlicenses@cityofsouthfultonga.gov



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



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

Full Name (print)	SAIF ALI S CHUNARA		
Any other name used (i.e. maiden name)		Place of Birth [REDACTED]	
Home Address	[REDACTED]		
Name of Business	FULTON BP INC		
Address of Business	4335 FULTON INDUSTRIAL BLVD SW ATLANTA GA 30336		
Gender [REDACTED]	Height [REDACTED]	Date of Birth [REDACTED]	Social Security Number [REDACTED]
Race [REDACTED]	Weight [REDACTED]	Hair Color BLACK	Eye Color BLACK

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

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

Signature [Signature]

Date 1/18/23

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

Purpose Code Used: (check all that apply)

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

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

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

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

Jacquelyn J Bell
Print Agency Designee Name and Title

3/7/23
Date

Agency Designee Signature [Signature]



APPLICANT PRIVACY RIGHTS

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

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

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

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

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

Print Name: SAIF ALI S CHUNARA

Date: 1/18/23

Signature: 



PRIVACY ACT STATEMENT

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

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

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

Print Name: Seif Ali Chany
Signature: [Signature]

Date: 7/18/23

TITLE 28 CFR 16.30 THROUGH 16.34

§ 16.30 Purpose and Scope

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

Initial: CU

§ 16.31 — Definition of identification record

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

Initial: CU

§ 16.32 — Procedure to obtain an identification record

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

Initial: CU

§ 16.33 — Fee for production of identification record

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

Initial: CU

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

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

Initial: CU



Criminal History Record Information Consent/Inquiry Form
ALCOHOL LICENSE



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

Full Name (print)	Shahzeb Chunara		
Any other name used (i.e. maiden name)		Place of Birth [REDACTED]	
Home Address	[REDACTED]		
Name of Business	Fulton Bp Inc		
Address of Business	4335 Fulton Industrial Blvd, Atlanta, GA, 30836		
Gender [REDACTED]	Height [REDACTED]	Date of Birth [REDACTED]	Social Security Number [REDACTED]
Race [REDACTED]	Weight [REDACTED]	Hair Color Black	Eye Color Black

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

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

Shahzeb Chunara Signature 3-6-23 Date

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

Purpose Code Used: (check all that apply)

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

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

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

Wanting Agency Name: _____

Wanting Agency Telephone Number: _____

Jacquelyn J Bell Print Agency Designee Name and Title 3/7/23 Date

[Signature] Agency Designee Signature



APPLICANT PRIVACY RIGHTS

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

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

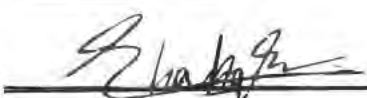
You have the right to expect the agency receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of state and/or federal statute, regulation or executive order, or rule, procedure or standard established by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

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

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

Print Name: Shahzeb Chinnai

Date: 3-8-23

Signature: 



PRIVACY ACT STATEMENT

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

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

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

Print Name: Shabze Chumra

Date: 3-7-23

Signature: [Handwritten Signature]

TITLE 28 CFR 16.30 THROUGH 16.34

§ 16.30 Purpose and Scope

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

Initial: SC

§ 16.31 — Definition of identification record

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

Initial: SC

§ 16.32 — Procedure to obtain an identification record

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

Initial: SC

§ 16.33 — Fee for production of identification record

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

Initial: SC

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

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

Initial: SC



South Fulton Police Department
License & Permit Unit
5539 Old National Highway
College Park, GA 30349



FINANCIAL AFFIDAVIT

(Please type or print)

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

1	LAST NAME <u>Chunara</u>	FIRST <u>Saifali</u>	MI	SOCIAL SECURITY NO.		
2	HOME ADDRESS (Aerial Physical Location of Residence; Do Not Use P.O. Box) [REDACTED]					
	CITY [REDACTED]	STATE [REDACTED]	ZIP + 4 [REDACTED]	DAY CONTACT NUMBER [REDACTED]		
3	LEGAL BUSINESS NAME		TRADE / DBA NAME			
	TOTAL AMOUNT OF MONEY YOU HAVE INVESTED \$ [REDACTED]		% OF OWNERSHIP INTEREST 100 %			
4	FINANCIAL INVESTMENT (You <u>may</u> be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.)					
	TYPE		SOURCE(S)	AMOUNT	DOCUMENTATION	
	LOAN	PERSONAL			YES	NO
	☐	☒	Wells Fargo Account	\$ [REDACTED]	☒	☐
	☐	☐			☐	☐
	☐	☐			☐	☐
	☐	☐			☐	☐
	☐	☐			☐	☐
	☐	☐			☐	☐

SIGNATURE SECTION

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

I, Saifali Chunara DO SOLEMNLY SWEAR, SUBJECT TO THE

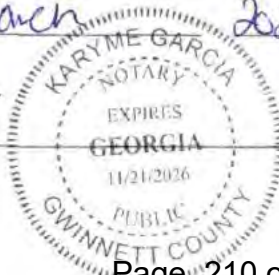
PENALTIES OF FALSE SWEARING, THAT THE STATEMENT AND ANSWERS MADE BY ME IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT.

[Signature]
Signature

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

THIS 4 DAY OF March 2023 [Signature]
NOTARY PUBLIC

AFFIX SEAL



Date Revised: 5/25/2021

18

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

FULTON BP INC.
4335 Fulton Industrial Blvd sw
Atlanta, GA 30336

INVOICE #

23002845

CUSTOMER ID: [REDACTED] PIN: [REDACTED]

INVOICE DATE: 03/07/23

DUE DATE:

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

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Alcohol License		
1.0000/1	ABLAPPL	Alcohol Lic - Application fee Alcohol License	300.000000	300.00
1.0000/1	POLICEAB	Police Alch Background Check Alcohol License	55.000000	55.00
1.0000/1	ABLADV	Alcohol Lic Advertising Fee Alcohol License	505.000000	505.00
1.0000/1	ABLFIREI	Alcohol Fire Inspection Fee Alcohol License	75.000000	75.00
1.0000/1	ABLSTRBR	Alcohol Lic Store -Beer Alcohol License	400.000000	400.00
1.0000/1	ABLSTRWN	Alcohol Lic Store Wine Alcohol License	400.000000	400.00
1.0000/1	POLICEAB	Police Alch Background Check Alcohol License	55.000000	55.00
			TOTAL DUE:	\$ 1,790.00
Prn Payment: 03/08/23 CK 1009				-1,790.00
			BALANCE:	\$ 0.00

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

City of South Fulton
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336

FULTON BP INC.
4335 Fulton Industrial Blvd sw
Atlanta, GA 30336

INVOICE #: 23002845
DESCRIPTION: Alcohol License
CUSTOMER ID: [REDACTED] PIN: [REDACTED]
DUE DATE:
TOTAL DUE: \$ 0.00





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

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

Kevin P. Weimer
Clerk of Court

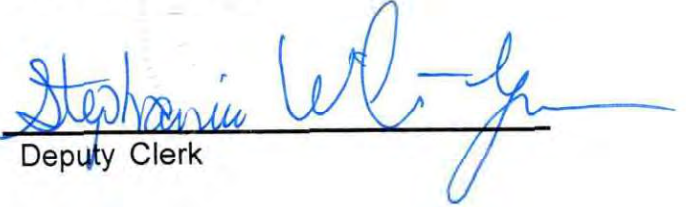
404-215-1600

Name: SAIFALI S. CHUNARA

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

In testimony whereof, I have hereunto set my hand and have affixed the seal of said Court, at Atlanta, Georgia, this 7th day of March, 2023.

KEVIN P. WEIMER
DISTRICT COURT EXECUTIVE
CLERK OF COURT

By: 

Deputy Clerk

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 12/01/2022 15:58:00

BUSINESS INFORMATION

BUSINESS NAME : FULTON BP INC
CONTROL NUMBER : 22226961
BUSINESS TYPE : Domestic Profit Corporation
ANNUAL REGISTRATION PERIOD : 2022, 2023

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 4335 FULTON INDUSTRIAL BLVD, ATLANTA, GA, 30336, USA
REGISTERED AGENT NAME : OSWALDO DSOUZA
REGISTERED OFFICE ADDRESS : 4335 FULTON INDUSTRIAL BLVD, ATLANTA, GA, 30336, USA
REGISTERED OFFICE COUNTY : Fulton

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 4335 FULTON INDUSTRIAL BLVD, ATLANTA, GA, 30336, USA
REGISTERED AGENT NAME : SAIFALI S CHUNARA
REGISTERED OFFICE ADDRESS : 1037 Pearl Mist Dr. SW, Lilburn, GA, 30047, USA
REGISTERED OFFICE COUNTY : Gwinnett

OFFICER	TITLE	ADDRESS
SAIFALI S CHUNARA	CEO	1037 PEARL MIST DR. SW, LILBURN, GA, 30047, USA
SAIFALI S CHUNARA	CFO	1037 PEARL MIST DR. SW, LILBURN, GA, 30047, USA
SAIFALI S CHUNARA	Secretary	1037 PEARL MIST DR. SW, LILBURN, GA, 30047, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : SAIFALI S CHUNARA
AUTHORIZER TITLE : Officer



CERTIFICATE OF COMPLETION

This certifies that

Saif Ali Chunara

is awarded this certificate for

Learn2Serve Off-Premises Alcohol Seller/Server



Course Duration
3.0



Completion Date
02/23/2023



Certificate #
000027767590

A handwritten signature in black ink, appearing to read 'Saif Ali Chunara'.

Official Signature



5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com



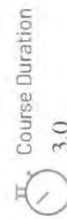
CERTIFICATE OF COMPLETION

This certifies that

Shahzeb Chunara

is awarded this certificate for

Learn2Serve Off-Premises Alcohol Seller/Server



Course Duration
3.0



Completion Date
03/09/2023



Certificate #
000028316332



Official Signature

Jacquelyn Bell

From: Police Licenses
Sent: Tuesday, April 11, 2023 11:05 AM
To: Police Licenses
Subject: FW: Statement for Change

-----Original Message-----

From: Ozwald Dsuza <fultonbp1@gmail.com>
Sent: Tuesday, April 11, 2023 10:47 AM
To: Police Licenses <PDLicenses@cityofsouthfultonga.gov>
Subject: Statement for Change

Good morning, All

The reason for the change of ownership is because the old company, S.N.S Corporation has sold the Business. They sold the business after being at the location for over 25 plus years. The prior business company I believe has already requested to close out their account with the city of South Fulton.

Thanks



South Fulton Police Department

5440 Fulton Industrial Blvd · Atlanta, Georgia 30336

Phone: (470) 809-7300

Keith Meadows

Chief of Police

Safety Plan Assistance Sheet

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

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

1. **Identification of days and hours of operation:** What days of the week is your business open? For each day what time is your business open and close? *24 Hours*
2. **Identification of any parking areas owned or controlled by establishments:** Where do your customers/patrons park when they're at your establishment? *Private Lot*
3. **Specific measures and procedures to address crowd management both inside and outside the premise:** How do you make sure crowds inside your establishment remain orderly? How do you ensure crowds outside (i.e., lines, smokers, etc.) your establishment remain orderly? *Lines of Customer when it gets busy.*
 - a. **Do you have No Loitering signs, if so, how many, where?** *Yes Entrance Right Side*
4. **Means of controlling access to the premises and parking area:** How does your establishment control who comes in and out of your establishment? How do you control who uses your parking areas if it's private parking? *Only Customers are allowed on the Parking Lot, Signs, Cameras*
 - a. **Examples would be cameras, law enforcement/security guards, signs, or gates.**
5. **Security Staffing:** Do you use Licensed Security Guards? If so, how many? How often on premises? Are they trained "in house" or by a company? If they were trained by a company, please provide the name (s) and name of company. Do you employ Off-Duty SFPD officers? If so, how many and how often? *NO*
6. **Measures used to combat underage consumption of alcoholic beverages:** What do you/your employees do to ensure that individuals under the age of 21 are not allowed to purchase/consume alcoholic beverages at your establishment?
 - a. Clearly state how you card customers. Do you have servers calculate the age by doing the math in their head? **OR** *No, ID is checked, our establishment has scanners, employees hand read.*
 - b. Do you have a scanner where you scan the ID, and it tells the employee the age of the customer? *Also type it.*
OR *Yes, ADA signage with Date*
 - c. Do you enter the date of birth in a point of sale, and it tells the employee the age of the customer? *Yes*
7. **Measures used to distinguish between patrons who are over and under the age of 21, where applicable:** Does your establishment allow individuals under the age of 21 to enter? Of so, how do you identify people who are 21 and over from those who are under 21 years of age? *Yes ID*
 - a. Clearly indicate if you issue wrist bands/hand stamps or card customers every time they order a beverage. Is there another type of measure taken to prevent underage sales? *No, ID is checked*
8. **Do you have operable cameras?** If so, how many inside the location? How many outside the location? *Yes, 4-5 cameras facing each direction.*
9. **Discuss matters related to managing emergencies, such as fires, evacuation tactics, assignment of employee duties during emergencies, and coordination with public safety:** In the event of an emergency how is your staff trained to evacuate patrons? How does your establishment contact/work with police and EMS during an emergency? *There is a land line to contact authorities. There are exit signs showing customers direction of exit. Employees are aware where the fire extinguisher are kept to use.*

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Mayor/Council Proclamations for Spreading on the Minutes

DATE: May 23, 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



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of Board/Committee
Appointments

DATE: May 23, 2023

SUBJECT: Request Council Approval of Board/Committee
Appointments

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Resolution Appointing Bd Members to SFDA	Cover Memo	5/19/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2023-XXX

A RESOLUTION FOR THE APPOINTMENT OF MEMBERS TO THE CITY OF SOUTH FULTON DEVELOPMENT AUTHORITY 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;

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

WHEREAS, pursuant to O.C.G.A 36-62-1, et seq. (the "Development Authorities Law"), the City has established a development authority ("SFDA") and provided for its composition;

WHEREAS, the appointment to the SFDA under the Development Authorities Law must be evidenced by Resolution;

WHEREAS, this Resolution is intended to be consistent with state law and also in the best interest and welfare of the City, its businesses, visitors, and residents.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City hereby appoints the following members for a complete or remaining four (4) year term to the SFDA Board of Directors consistent with O.C.G.A. § 36-62-4:

<u>Member</u>	<u>Position</u>	<u>Term</u>	<u>Appointed by</u>
John DeLaigle	1	04/25/23-01/25/26	C. Rowell
Dana Tucker Davis	2	04/25/23-01/25/26	C. Gumbs
Kimberly Mays	3	04/25/23-03/22/26	H. Willis
James Reese, Jr.	4	05/23/23-02/22/26	J. Sebastian
Stacey Williams	5	04/25/23-04/25/27	C. Reeves
Phyllis Minter	6	04/25/23-04/25/27	N. Williams-Brown
September Cooper	7	04/25/23-04/25/27	L. Pritchett
Nathan Lewis	8	05/25/22-02/25/24	k. kamau
Mercedes Miller	9	04/25/23-04/25/27	C. Gumbs

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. All Resolutions and parts of Resolutions in conflict herewith are hereby expressly repealed.

Section 4. 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.

[Signature and Voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

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

DATE: May 23, 2023

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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

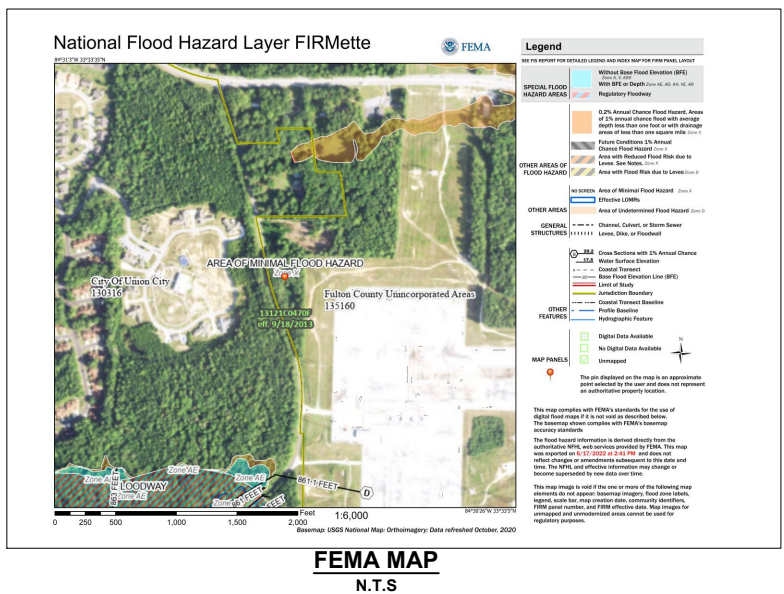
ATTACHMENTS:

Description	Type	Upload Date
May 2023 Agenda Item - Peters Road	Cover Memo	5/20/2023
Peters Rd Plat (7) (1)	Cover Memo	5/20/2023
May 2023 Agenda Item - Belcamp Road	Cover Memo	5/20/2023
2112120 - 0 Belcamp Road subdivision SIGNED (1)	Cover Memo	5/20/2023
May 2023 Agenda Item - Mallory Park Ph2	Cover Memo	5/20/2023
MALLORY-RE-FP-LOTS 47-52-00 (1) (1)	Cover Memo	5/20/2023
May 2023 Agenda Item - Bedford Estates Ph5 Revision	Cover Memo	5/20/2023
H17229 Bedford Est Ph 5 FP Rev 230321 (1)	Cover Memo	5/20/2023

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		



DATE _____ DATE _____

TO EX.
SANITARY
SEWER

- PROP. SEWER
MANHOLE 2

C-2



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

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



Utility Notes

- 1. THE UTILITIES SHOWN HEREIN ARE BASED ON VISIBLE OBSERVATIONS
- 2. THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND OR ABOVE GROUND UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. UNDERGROUND UTILITIES OBSERVED OR LOCATED MAY EXIST ON THIS SITE THAT ARE NOT SHOWN OR DEPICTED, AND MAY BE FOUND UPON FURTHER EXAMINATION OR EXCAVATION. FURTHERMORE, THE SURVEYOR DOES NOT WARRANT, GUARANTEE OR CERTIFY THAT THE UNDERGROUND UTILITIES SHOWN OR DEPICTED ARE IN THE EXACT LOCATION AS INDICATED HOWEVER THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE AND TO THE BEST OF THE SURVEYORS ABILITY.
- 3. AT VARIOUS SANITARY OR STORM SEWER STRUCTURES SHOWN HEREIN, THERE MAY BE ADDITIONAL LINES (PUBLIC OR PRIVATE) ENTERING OR EXISTING THE STRUCTURE THAT MAY NOT BE IDENTIFIED.

Existing Zoning

THIS PROPERTY IS ZONED CUP Z-20032-0138

MINIMUM FRONTAGE: 60'

SETBACKS
FRONT: 25'
SIDE: 10'
REAR: 25'

MINIMUM SIZE: 6000 SQ FT
MINIMUM HEATED FLOOR AREA = 1200 SQ FT W/ 1 GARAGE ATTACHED

Map or Plat Certification

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in Section 15-6-67

PRESENTED BEFORE ME THIS 12 DAY OF APRIL IN THE YEAR OF 2023.

Michael R. Shepherd
MICHAEL R. SHEPHERD, GA RLS No. 3349



DRAINAGE NOTE

THE OWNER OF RECORD ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS IN INTEREST, SPECIFICALLY RELEASES THE CITY OF SOUTH FULTON FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS OR DRAINAGE FEATURES. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOW OF SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THESE REGULATIONS AND THE DIRECTOR OF COMMUNITY DEVELOPMENT SERVICES. SAID DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES AND OTHER DEBRIS, EXCAVATION, FILLING AND THE LIKE, NECESSARY TO REMEDY A CONDITION, WHICH IN THE JUDGMENT OF STAFF AND DIRECTOR, IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY OR THE PUBLIC ROAD OR UTILITY SYSTEM.

SUCH EMERGENCY MAINTENANCE, CONDUCTED FOR A COMMON GOOD, SHALL NOT BE CONSTRUED AS CONSTITUTING MAINTENANCE OBLIGATION ON THE PART OF THE CITY OF SOUTH FULTON, NOR AN ABROGATION OF THE CITY OF SOUTH FULTON'S RIGHT TO SEEK REIMBURSEMENT OF EXPENSES FROM THE OWNER/S OF THE PROPERTY OR THE LANDS THAT GENERATED THE CONDITIONS.

Map or Plat Closure Statement & Notes

- 1. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN ≥ 1,000,000 FEET.
- 2. ALL DISTANCES SHOWN HEREIN ARE HORIZONTAL, GROUND DISTANCES. ANGLES WERE CALCULATED FROM TURNED ANGLES.
- 3. UNLESS OTHERWISE NOTED ON THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED, ALL PROPERTY CORNERS IDENTIFIED AS SET, ARE SET WITH A 1/2"REBAR (#4-REBAR) BEARING A PLASTIC CAP STAMPED WITH THE SURVEYORS REGISTRATION / LICENSE NUMBER.
- 4. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS A HORIZONTAL DATUM OF GEORGIA STATE PLANE, WEST ZONE NAD83.
- 5. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS A VERTICAL DATUM OF NAVD88, FROM GPS OBSERVATIONS AND/OR GPS ESTABLISHED BENCHMARK. VERTICAL RELIEF SHOWN HEREIN BY 2' CONTOUR INTERVALS.
- 6. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSON(S) OR ENTITY NAMED WITHIN TITLE BLOCK AND/OR SURVEYORS CERTIFICATION. SURVEYOR MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE INFORMATION SHOWN HEREIN, EXTENDED BEYOND THOSE NAMED DIRECTLY.
- 7. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. ITEMS PERTAINING TO TITLE SUCH AS EASEMENTS, ZONING, ZONING CONDITIONS AND OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD HOWEVER MAY NOT BE SHOWN OR DEPICTED HEREIN.
- 8. THIS SUBDIVISION IS SUBJECT TO PROTECTIVE COVENANTS RECORDED IN DEED BOOK 28340, PAGE 222-289, AND SUPPLEMENTAL COVENANTS RECORDED, IF ANY, FULTON COUNTY RECORDS, WHICH HEREBY BECOMES A PART OF THIS PLAT.

Field Observation Notes

- 1. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED IS CLASSIFIED AS A "RETRACEMENT BOUNDARY SURVEY". AND COMPLETED ON "02/02/2022" UTILIZING A GEOMAX ZOOM 90 ROBOTIC TOTAL STATION AND/OR CHAMPION PRO V GPS NETWORK RTK (REAL TIME KINEMATIC) ROVER, CORRECTED IN REAL-TIME VIA THE eGPS GPS NETWORK.
- 2. THE FIELD DATA UPON WHICH THIS SURVEY, MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED EXCEEDS THE 95% CONFIDENCE LEVEL AND EXCEEDS THE MAXIMUM ALLOWABLE RELATIVE POSITIONAL ACCURACY, AS SET FORTH BY THE ALTA/NSPS STANDARDS, SPECIFICATION AND REQUIREMENTS OF 0.07+50 PPM.
- 3. THERE WAS NOT OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
- 4. THERE WAS NOT OBSERVABLE EVIDENCE OF CHANGES IN STREET RIGHT-OF-WAY LINES AND/OR STREET OR SIDEWALK REPAIRS.
- 5. THERE WAS NOT OBSERVABLE EVIDENCE OF SITE BEING USED AS A SOLID WASTE DUMP OR LANDFILL.

Map or Plat and Survey References

- 1. REFERENCE DEED BOOK 63132, PAGE 167
- 2. REFERENCE PLAT BOOK 396, PAGE 1-8

MINOR SUBDIVISION PLAT FOR:
0 Belcamp Road
LOCATED IN LAND LOTS 22
OF THE 9F LAND DISTRICT
CITY OF SOUTH FULTON
FULTON COUNTY, GA
TAX PARCEL: 09F050000228544

Surveyor's Acknowledgement:

IT IS HEREBY CERTIFIED THAT THIS MINOR SUBDIVISION PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE 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.

BY *Michael R. Shepherd* REGISTERED GEORGIA LAND SURVEYOR
NO. 3349

MINOR SUBDIVISION PLAT APPROVAL

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

FOR THE DIRECTOR, COMMUNITY DEVELOPMENT SERVICES DATE

FULTON COUNTY HEALTH DEPARTMENT

FULTON COUNTY HEALTH DEPARTMENT
This subdivision, as shown, is approved upon the condition that sewage disposal and water supply facilities are in compliance with Chapter 34, Articles IV and XI, Sewage Disposal and Drinking Water Supply of the Fulton County Health Department regulations and in accordance with the requirements below:

WATER SUPPLY (V) Public Water Supply	SEWAGE DISPOSAL (V) Public Sanitary
() Individual Water Supplies	() Individual Onsite Sewage
Service Requirements – S/D Type () Type "A"	Service Requirements – S/D Type () Type "A" () Type "C"
() Type "B"	() Type "B" () Type "D"

Date Fulton County Health Department

Revision Date Fulton County Health Department

City of South Fulton Notes

- 1. WATER SERVICE PROVIDED BY THE CITY OF ATLANTA, PER PLAT BOOK 396, PAGE 1-8.
- 2. WASTEWATER SERVICE PROVIDED BY FULTON COUNTY, PER PLAT BOOK 396, PAGE 1-8.

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

Owner's Acknowledgement

(STATE OF GEORGIA)
(COUNTY OF FULTON)
(CITY OF SOUTH 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 FULTON COUNTY, THE COMPLETE OWNERSHIP AND USE OF ALL SEWER IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED IN ACCORDANCE WITH THIS PLAT; DEDICATES TO THE CITY OF SOUTH FULTON, THE COMPLETE OWNERSHIP AND USE OF ALL WATER IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED IN ACCORDANCE WITH THIS PLAT; AND DEDICATES TO THE USE OF THE PUBLIC FOREVER THE FOLLOWING:

PUBLIC STREETS	0	ACRES
PUBLIC SEWER EASEMENTS	0	ACRES
PUBLIC DRAINAGE EASEMENTS	0	ACRES
PUBLIC PARKS/OPEN SPACE	0	ACRES

TYPED NAME OF SUBDIVIDER TYPED NAME OF OWNER OF RECORD

SIGNATURE OF SUBDIVIDER SIGNATURE OF OWNER OF RECORD

DATE DATE

OWNER/SUBDIVIDER

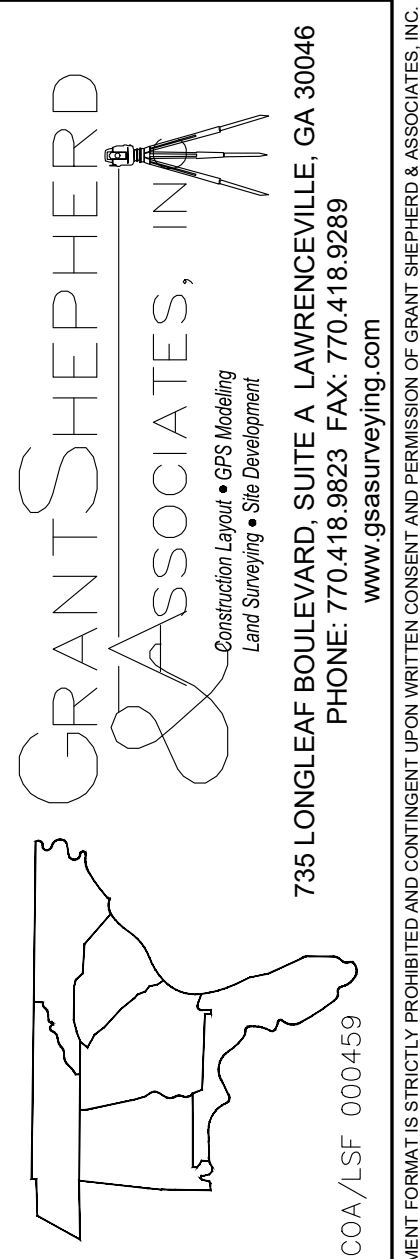
UNLIMITED ENTERPRISES REALTY, LLC
C/O DARON CLARK
864 PLAINVILLE DRIVE SW
ATLANTA, GA 30331

DATE OF PRINT/PDF: 4/6/2023

No. #	DATE / BY	DESCRIPTION

MINOR SUBDIVISION PLAT FOR:
UNLIMITED ENTERPRISES REALTY, LLC
SITE ADDRESS: 0 BELCAMP ROAD, UNION CITY, GEORGIA, 30291
OPEN SPACE, SEYMOUR ESTATES SUBDIVISION,
LAND LOT 22 OF THE 9F LAND DISTRICT
DB 63132, PG 167 & PB 396, PG 1-8.
CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA

Sheet / Drawing Scale 1" = 20' *Unless Otherwise Noted*
GSA Project No. 21-12-120
Drawn By / Field Crew JWW Crew No. 1
Sheet No. 01 OF 02

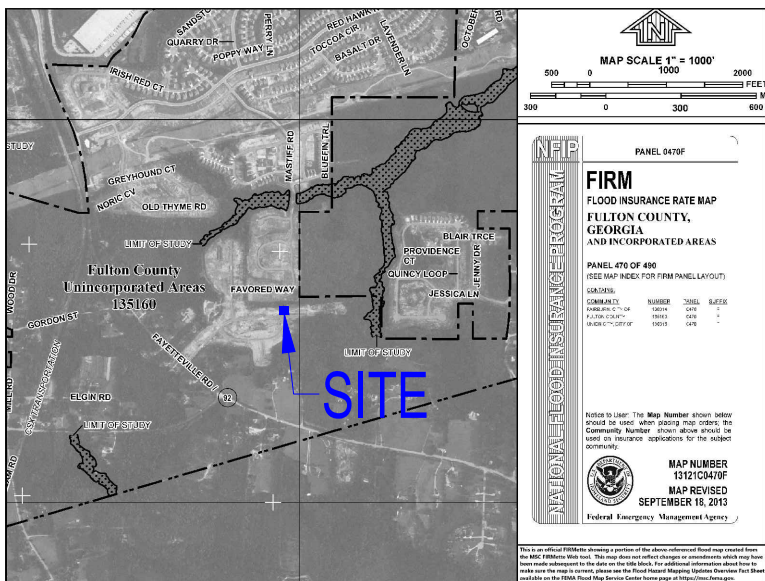


THE USE OF THIS DOCUMENT FORMAT IS STRICTLY PROHIBITED AND CONTINGENT UPON WRITTEN CONSENT AND PERMISSION OF GRANT SHEPHERD & ASSOCIATES, INC.

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



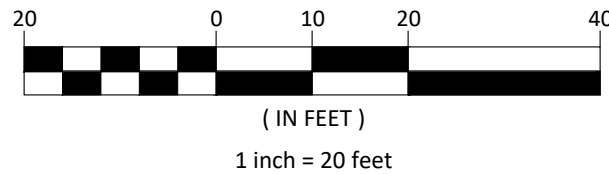
FEMA Notes and Map (NTS)



ACCORDING TO THE FLOOD INSURANCE RATE MAP (F.I.R.M.) OF FULTON COUNTY, PANEL NUMBER 13121C0470F, DATED 09/18/2013, A PORTION OF THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA.

THIS DETERMINATION WAS MADE BY GRAPHICALLY DETERMINING THE POSITION OF THE SITE ON SAID FIRM (FEDERAL INSURANCE RATE MAP) MAP UNLESS OTHERWISE NOTED.

Graphic Scale



Map or Plat Certification

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in Section 15-6-67.

PRESENTED BEFORE ME THIS 12 DAY OF APRIL IN THE YEAR OF 2023.

Michael R. Shepherd
MICHAEL R. SHEPHERD, GA RLS No. 3349



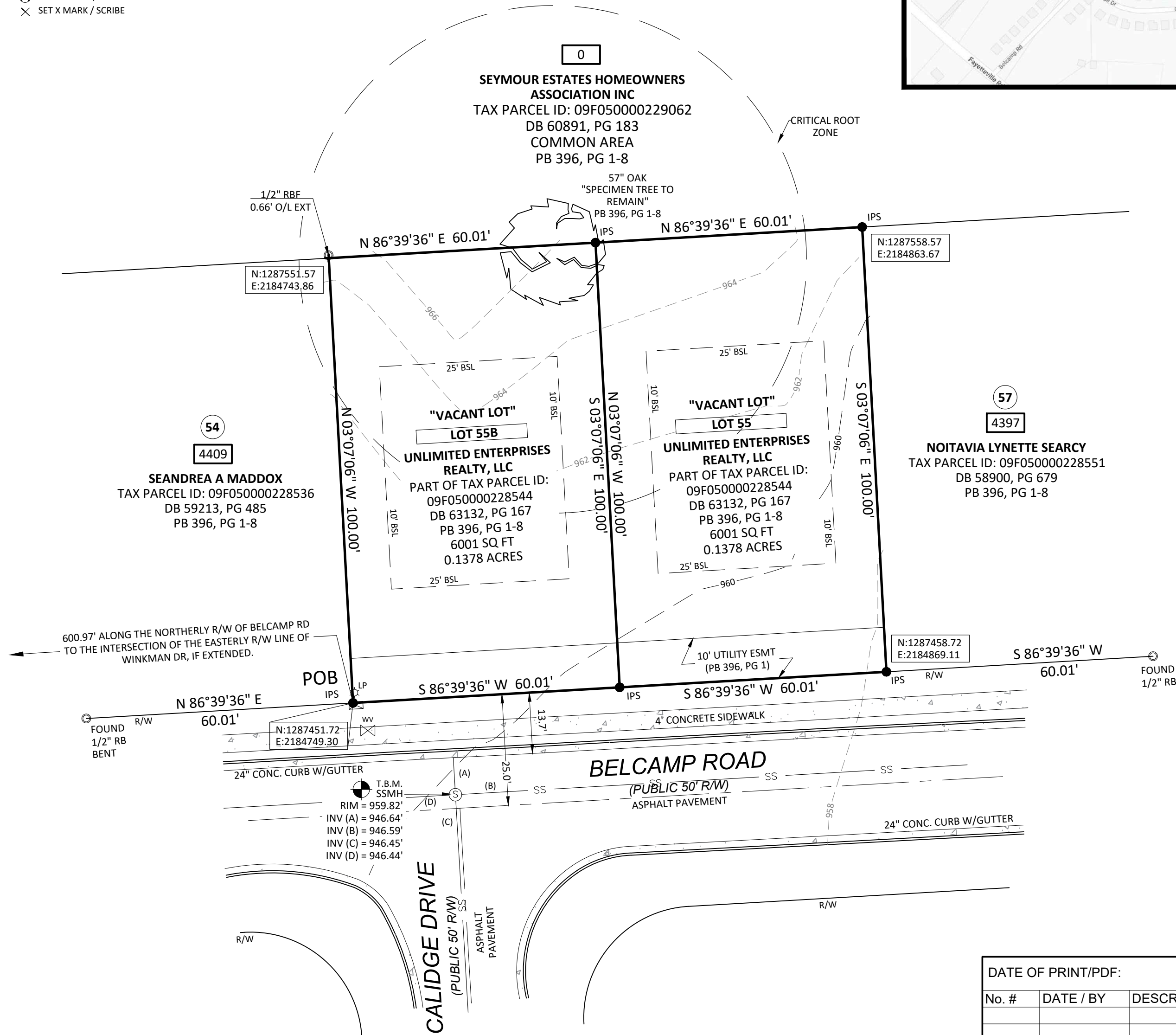
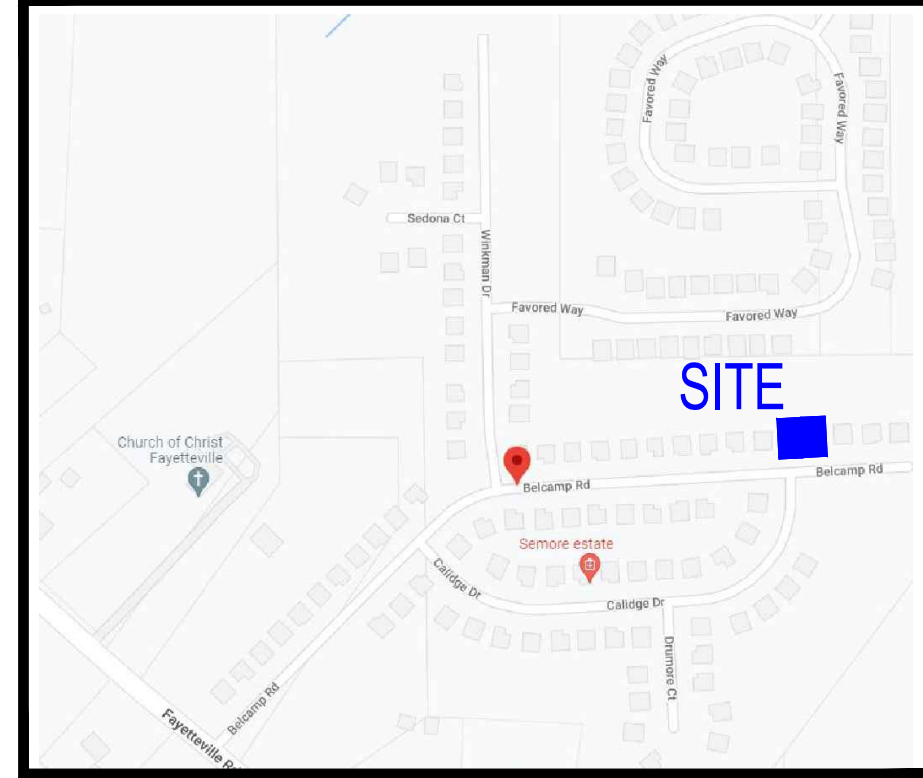
Symbols & Abbreviations

- POWERPOLE
- GUY WIRE
- LIGHT POLE
- STREET LIGHT POLE
- ELEC. TRANSFORMER
- OVERHEAD ELECTRIC
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- SANITARY SEWER PIPING
- SEWER MANHOLE
- CLEAN OUT
- STORM DRAIN PIPING
- STORM DRAIN MANHOLE
- STORM INLET
- CURB INLET
- DROP INLET
- FENCE LINE
- SW SIDEWALK
- TREE
- T.B.M. TEMPORARY BENCH MARK
- (R) RECORD DATA
- (M) MEASURED DATA
- (C) CALCULATED DATA
- R/W RIGHT OF WAY
- BSL BLDG SETBACK LINE
- BC BACK OF CURB
- EP EDGE OF PAVEMENT
- EC EDGE OF CONCRETE
- R PROPERTY LINE
- D.E. DRAINAGE EASEMENT
- L.E. LANDSCAPE EASEMENT
- S.S.E. SANITARY SEWER ESMT
- IPS IRON PIN SET
- RBF REBAR FOUND
- CTP CRIMP TOP PIPE
- OTP OPEN TOP PIPE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- IRON PIN FOUND
- 1/2" IRON PIN W/ CAP SET (FUTURE)
- P.K. NAIL FOUND
- P.K. NAIL SET
- FND X MARK / SCRIBE
- SET X MARK / SCRIBE

SUBJECT PROPERTY

N/F
UNLIMITED ENTERPRISES REALTY, LLC
TAX PARCEL ID: 09F050000228544
DB 63132, PG 167
"OPEN SPACE"
PB 396, PG 1-8
SITE AREA:
12,002 SQ FT
0.2756 ACRES

Vicinity Map (NTS)



ADDRESS

EXISTING ADDRESS:
0 BELCAMP RD

MINOR SUBDIVISION PLAT FOR:

UNLIMITED ENTERPRISES REALTY, LLC

SITE ADDRESS: 0 BELCAMP ROAD, UNION CITY, GEORGIA, 30291
OPEN SPACE, SEYMOUR ESTATES SUBDIVISION,
LAND LOT 22 OF THE 9F LAND DISTRICT
DB 63132, PG 167 & PB 396, PG 1-8.

CITY OF SOUTH FULTON, FULTON COUNTY, GEORGIA

Sheet / Drawing Scale
1" = 20'

Unless Otherwise Noted
GSA Project No.
21-12-120

Drawn By / Field Crew
JWW Crew No. 1

Sheet No. 02 OF 02

DATE OF PRINT/PDF:

No. #	DATE / BY	DESCRIPTION

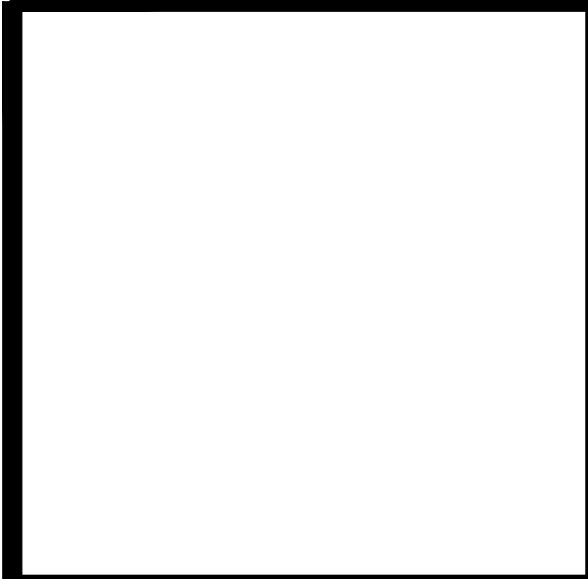
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City of South Fulton Agenda Item Summary



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



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

SITE AREA:

TOTAL LOTS: 134
TOTAL AREA: 25.65 ACRES
TOTAL DISTURBED AREA: 16.11 ACRES
DENSITY: 5.22 UNITS PER ACRE

DEVELOPMENT DATA - ZONED MIXED (2004Z-0121)

- MINIMUM BUILDING SETBACKS:
FRONT SETBACK- 20 FEET
REAR SETBACK- 20 FEET
SIDE INTERIOR SETBACK- 0 FEET
SIDE CORNER SETBACK - 20 FEET
- PAVEMENT WIDTH: 24' FROM BACK OF CURB TO BACK OF CURB.
- NOTE: "CITY OF SOUTH FULTON, FULTON COUNTY, AND CITY OF ATLANTA PERSONNEL AND/OR AGENTS SHALL HAVE FREE AND TOTAL ACCESS TO AND ACROSS ALL EASEMENTS".
- ALL UTILITIES ARE UNDERGROUND.
- MINIMUM HEATED FLOOR AREA: 1100 SF
MINIMUM REQUIRED LOT WIDTH: 20 FT
- ACCORDING TO THE F.I.R.M. OF FULTON COUNTY, PANEL NUMBER 13121C0459F, DATED 09/18/2013, THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA.
- WATER SERVICE TO BE PROVIDED BY CITY OF ATLANTA.
- ALL STORM AND SANITARY SEWER EASEMENTS ARE PUBLIC.
- DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS RECORDED IN DEED BOOK 65620, PAGE 378, FULTON COUNTY RECORDS.
- UTILITY EASEMENTS CENTERED ON PIPES UNLESS NOTED OTHERWISE.
- ALL ROADS ARE PUBLIC.
- THIS SUBDIVISION CONFORMS TO CITY OF SOUTH FULTON COMPREHENSIVE PLAN.
- SUBJECT PROPERTY HAS ACCESS FLAT SHOALS ROAD.
- NOT ALL IMPROVEMENTS ARE SHOWN.
- ALL COMMON AREA TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

RENTAL NOTE:

NO RENTAL OR LEASE OF LOTS OR HOUSES BY GEOSAM CAPITAL US (GEORGIA), LLC

SURVEY NOTES

- THE FIELDWORK FOR THIS SURVEY WAS COMPLETED FEBRUARY 8, 2021 WITH LINEAR AND ANGULAR MEASUREMENTS OBTAINED USING A SPECTRA PRECISION FOCUS 35 ROBOTIC TOTAL STATION & CHAMPION TKO GPS UNIT.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 47,289 FEET, AND AN ANGULAR ERROR OF 01" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE ADJUSTED USING COMPASS RULE METHOD.
- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 522,536 FEET USING THE BEARINGS AND DISTANCES SHOWN HEREON.
- NO N.G.S. MONUMENT FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
- ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATE A ½" REBAR PLACED WITH CAP STAMPED "FDC LSF000995" UNLESS OTHERWISE NOTED.
- FALCON DESIGN CONSULTANTS, L.L.C. AND/OR KEVIN M. BROWN DOES NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN. ALL MATTERS TO TITLE ARE EXCEPTED.
- 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.
- ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
- UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

SURVEY REFERENCES

- CIVIL DESIGN DRAWINGS FOR MALLORY PARK PHASE 2 CREATED BY FALCON DESIGN CONSULTANTS, DATED JUNE 5, 2020, LAST REVISED NOVEMBER 10, 2020.

GENERAL NOTES

OWNER/DEVELOPER:
GEOSAM CAPITAL US (GEORGIA) LLC
2170 SATELLITE BOULEVARD
SUITE 425
DULUTH, GA 30097
(470) 440-6683

24 HOUR EMERGENCY CONTACT:
JARED BRODE
(706) 892-6633

ENGINEER
FALCON DESIGN CONSULTANTS, LLC
235 CORPORATE CENTER DRIVE
STOCKBRIDGE, GEORGIA 30281
(770) 389-8666

SURVEYOR:
FALCON DESIGN CONSULTANTS, LLC
235 CORPORATE CENTER DRIVE
STOCKBRIDGE, GEORGIA 30281
(770) 389-8666

UTILITY COMPANIES

ATLANTA GAS LIGHT COMPANY
ATLANTA, GEORGIA
CONTACT: GLORIA DANIEL
(770) 909-5861

GEORGIA POWER
829 JEFFERSON ST NW
ATLANTA, GEORGIA
(888) 660-5890

SANITARY SEWER:
FULTON COUNTY PUBLIC WORKS
141 PRYOR ST., S.W. SUITE 6001
ATLANTA, GA 30303
(404) 612-7400

WATER:
CITY OF ATLANTA
TECHNICAL SERVICES DIVISION
55 TRINITY AVE, STE 5400
ATLANTA, GEORGIA 30318
CONTACT: DOUG SMITH
(404) 982-1446

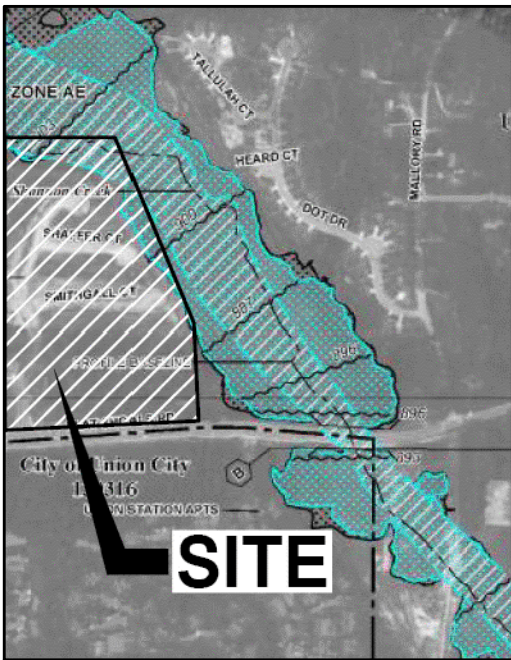
AT&T
FAIRBURN, GEORGIA
CONTACT: MATT BROTHERS
(770) 514-8630

BENCHMARKS FOR THE PROJECT =
FULTON COUNTY G.I.S. MONUMENTS
F375 AND F384.

REVISION #1

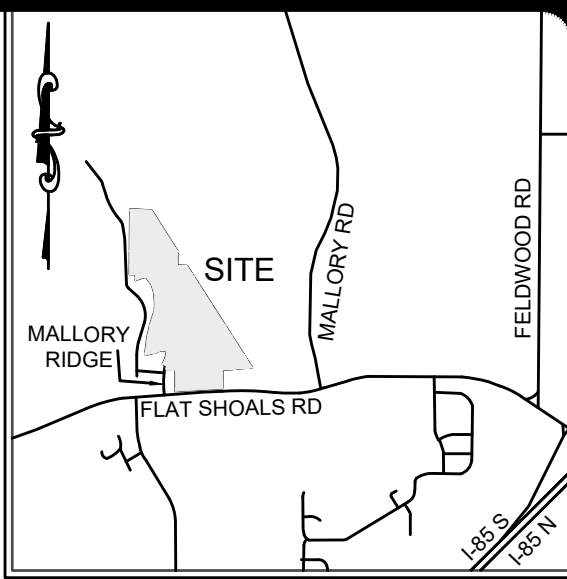
THIS RE-PLAT SUPERSEDES A PORTION OF PLAT BOOK 451, PAGE 101, FULTON COUNTY, GEORGIA RECORDS.

THE PURPOSE OF THIS RE-PLAT IS TO CHANGE THE FRONT SETBACK OF LOT 47 FROM 20' TO 18' PER ADMINISTRATIVE VARIANCE REQUEST (APPROVED # VA23-002). LINES FOR LOTS 47-52 WERE SHIFTED ONE FOOT WEST TO ACCOMMODATE PROPOSED BUILDINGS. NO OTHER LOTS WERE CHANGED.



F.I.R.M. PANEL

ACCORDING TO THE F.I.R.M. OF FULTON COUNTY, PANEL NUMBER 13121C0459F, DATED SEPTEMBER 18, 2013, A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA.



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

SEE PLAT BOOK 451, PAGE 101 FOR ORIGINAL SIGNATURE

SIGNATURE _____ PRINTED NAME AND TITLE _____

OWNER'S ACKNOWLEDGEMENT:

STATE OF GEORGIA
CITY OF SOUTH FULTON (FULTON COUNTY)

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

Public Streets 3.20 acres
Public Sewer Easements 0.32 acres
Public Drainage Easements 1.32 acres
Open Space 10.82 acres

Geosam Capital US (Georgia)
Typed Name of Owner/Subdivider

Signature of Owner/Subdivider
Brett Embry - Division President - Authorized Signatory Geosam Capital US (Georgia) LLC

Date

CERTIFICATE OF RECORDING:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN RECORDED IN PLAT BOOK _____ PAGE _____ OF FULTON COUNTY, RECORDED ON

CLERK SUPERIOR COURT
FULTON COUNTY, GEORGIA

DATE

CERTIFICATE OF HOMEOWNERS ASSOCIATION:

ALL LOTS SUBJECT TO CONVENIENCE OF A MANDATORY HOMEOWNERS ASSOCIATION AS RECORDED ON DEED BOOK 65620, PAGE 378.

FINAL PLAT APPROVAL:

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

FOR THE DIRECTOR
COMMUNITY AND REGULATORY AFFAIRS

DATE

STATEMENT OF SLOPE EASEMENT:

THIS PLAT IS APPROVED WITH THE UNDERSTANDING THAT EASEMENT IS GRANTED TO THE CITY OF SOUTH FULTON ALONG ALL ROAD FRONTAGE FOR THE PURPOSE OF SLOPING CUTS AND FILLS AS FOLLOWS:

- 0' TO 5' - NOT LESS THAN 3 TO 1 SLOPE
- 5' TO 10' - NOT LESS THAN 2 TO 1 SLOPE

TREE NOTE:

STREET TREES TO BE PLANTED AT 50' ON CENTER ON BOTH SIDE OF ALL STREETS IN SUBDIVISION

FULTON COUNTY HEALTH DEPARTMENT

THIS SUBDIVISION, AS SHOWN, IS APPROVED UPON THE CONDITION THAT SEWAGE DISPOSAL AND WATER SUPPLY FACILITIES ARE IN COMPLIANCE WITH ARTICLES C AND D, SEWAGE DISPOSAL AND DRINKING WATER SUPPLY OF THE FULTON COUNTY HEALTH DEPARTMENT REGULATIONS AND IN ACCORDANCE WITH THE REQUIREMENTS BELOW.

WATER SUPPLY

- (X) PUBLIC WATER SUPPLY
- () INDIVIDUAL WATER SUPPLIES

SEWAGE DISPOSAL

- (X) PUBLIC SANITARY
- () INDIVIDUAL ONSITE SEWERAGE

- SERVICE REQUIREMENTS - S/D TYPE
- (X) TYPE "A"
- () TYPE "B"

- SERVICE REQUIREMENTS - S/D TYPE
- (X) TYPE "A"
- () TYPE "C"
- () TYPE "B"
- () TYPE "D"

SEE PLAT BOOK 451, PAGE 101 FOR ORIGINAL SIGNATURE
DATE _____ FULTON COUNTY HEALTH DEPARTMENT

REVISION DATE _____ FULTON COUNTY HEALTH DEPARTMENT

CITY OF SOUTH FULTON DRIVEWAY INDEMNIFICATION AGREEMENT:

CITY OF SOUTH FULTON PERSONNEL AND/OR AGENTS SHALL HAVE FREE AND TOTAL ACCESS TO, ACROSS AND UNDER DRIVEWAYS THAT WILL BE INSTALLED ON THESE RECORDED LOTS, FOR THE PURPOSES OF INSPECTION, REPAIR AND/OR CONSTRUCTION AND SHALL HAVE NO RESPONSIBILITIES FOR THE DAMAGES TO, OR REPAIR OF, IMPROVEMENTS WITHIN SAID EASEMENT.

DRAINAGE

THE OWNER OF RECORD, ON BEHALF OF HIMSELF (ITSELF) AND ALL SUCCESSORS OF INTEREST, SPECIFICALLY RELEASES CITY OF SOUTH FULTON FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS, OR DRAINAGE FEATURES. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOW OF SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THE REGULATIONS AND THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS. SAID DIRECTOR MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES AND OTHER DEBRIS, EXCAVATION, FILLING AND THE LIKE, NECESSARY TO REMEDY A CONDITION, WHICH IN THE JUDGEMENT OF SAID DIRECTOR, IS POTENTIALLY INJURIOUS TO LIFE, PROPERTY OR THE PUBLIC ROAD OR UTILITY SYSTEM. SUCH EMERGENCY MAINTENANCE, CONDUCTED FOR THE COMMON GOOD, SHALL NOT BE CONSTRUED AS CONSTITUTING A CONTINUING MAINTENANCE OBLIGATION ON THE PART OF CITY OF SOUTH FULTON NOR AN ABROGATION OF CITY OF SOUTH FULTON'S RIGHT TO SEEK REIMBURSEMENT FOR EXPENSES FROM THE OWNER/S OF THE PROPERTY/IES OF THE LANDS THAT GENERATED THE CONDITIONS.

FLOOD HAZARD

THE INTERMEDIATE REGIONAL FLOOD (IRF) AREAS SHOWN HEREON WERE DETERMINED BY THE PROFESSIONAL ENGINEER WHOSE STAMP AND SIGNATURE ARE SHOWN ON THE SITE DEVELOPMENT PACKAGE. CITY OF SOUTH FULTON DOES NOT, BY APPROVING THIS PLAT, WARRANT THEIR ACCURACY, NOT IMPLY THAT LAND OUTSIDE THE AREAS OF FLOOD HAZARD SHOWN WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. FURTHER, CITY OF SOUTH FULTON DOES NOT, BY APPROVING THIS PLAT NOR ACCEPTING THE PUBLIC IMPROVEMENTS HEREIN, ASSUME MAINTENANCE OF THE FLOOD CARRYING CAPACITY OF THE FLOOD AREAS OR WATERCOURSES. MAINTENANCE SHALL REMAIN THE RESPONSIBILITY OF THE OWNERS OF THE LAND UPON WHICH THEY EXIST. THE OWNER OF A LOT OR PARCEL, THAT CONTAINS A FLOOD HAZARD AREA, IS REQUIRED TO SUBMIT A SITE PLAN TO CITY OF SOUTH FULTON PRIOR TO THE INITIATION OF ANY IMPROVEMENTS TO THE LOT OR PARCEL. THE SITE PLAN SHALL INCLUDE THE LOCATION AND ELEVATION OF THE I.R.F. WITHIN THE LOT OR PARCEL AND THE EXISTING AND PROPOSED IMPROVEMENTS. APPROVAL OF THE SITE PLAN BY CITY OF SOUTH FULTON IS REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

SURVEYOR'S CERTIFICATE

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL.

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

KEVIN M. BROWN
REGISTERED LAND SURVEYOR #2960

3/21/2023
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 30565
Ph. (770) 755-7978

CUMMING OFFICE
500 PIRKLE FERRY RD., STE C
CUMMING, GEORGIA 30040
Ph. (678) 807-7100

www.fdc-llc.com

REVISED FINAL PLAT

LOTS 47-52 IN

MALLORY PARK

PHASE 2

LOCATED IN:

LAND LOT 84, 9th DISTRICT

CITY OF SOUTH FULTON, FULTON CO, GA

REVISIONS

1.	2.	3.	4.
----	----	----	----

Know what's below.
Call before you dig.
UTILITIES PROTECTION CENTER
1 (800) 282-7474 OR DAL 811

DATE:	3-21-2023
SCALE:	N/A
FILE NUMBER:	082.012
DRAWN BY:	PC
REVIEWED BY:	K. BROWN

GEORGIA

REGISTERED

No. 2960

PROFESSIONAL

LAND SURVEYOR

KEVIN M. BROWN

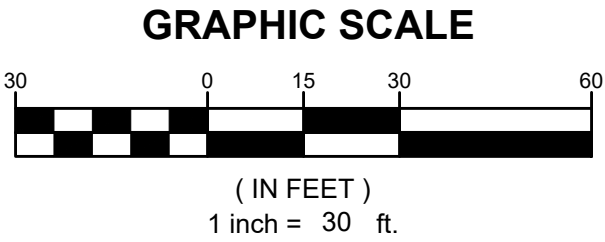
3/21/2023

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

SHEET NUMBER

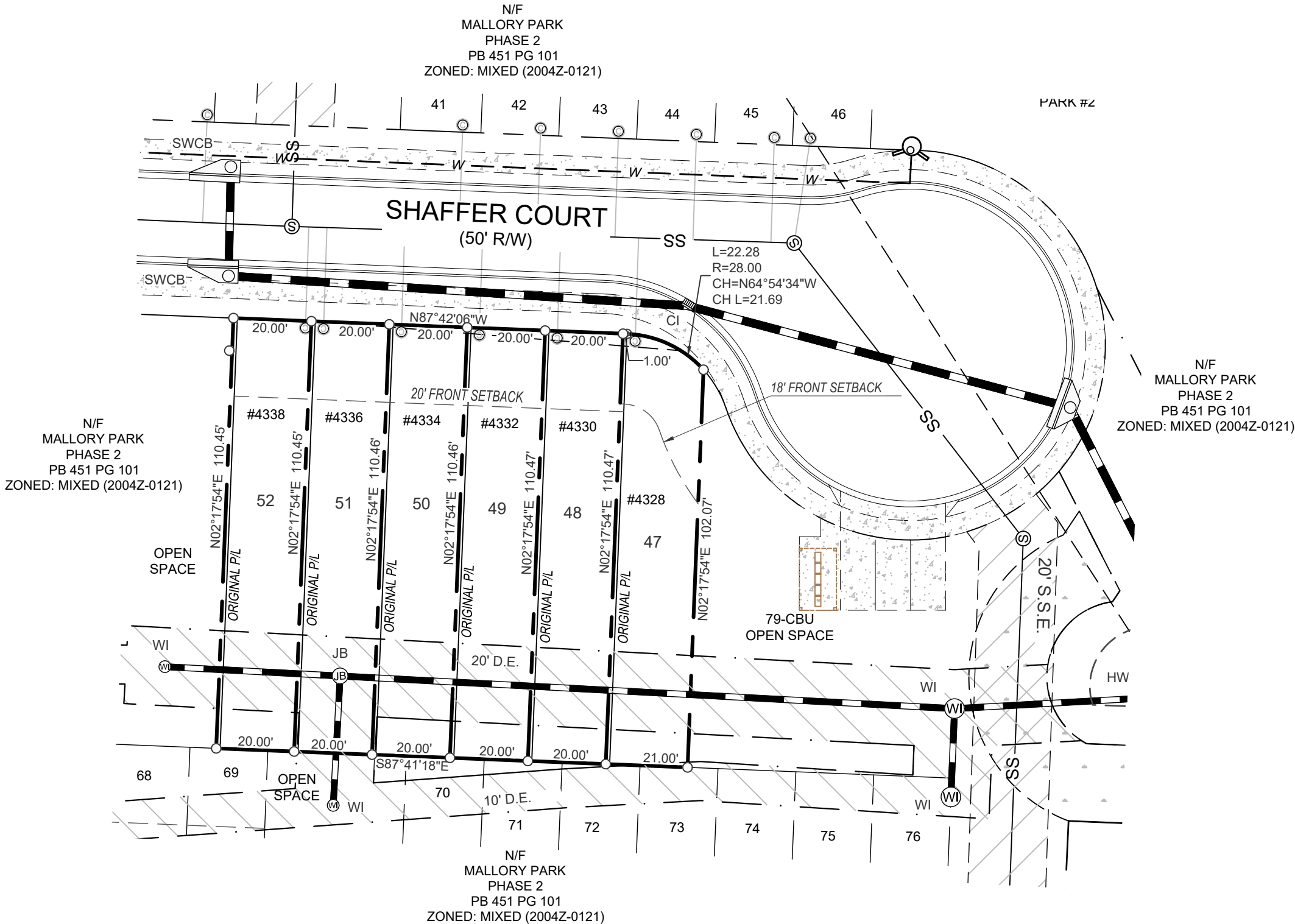
1 of 2

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT



LOT AREAS

LOT 47	2268 SQ FT	0.05 AC
LOT 48	2209 SQ FT	0.05 AC
LOT 49	2209 SQ FT	0.05 AC
LOT 50	2209 SQ FT	0.05 AC
LOT 51	2209 SQ FT	0.05 AC
LOT 52	2209 SQ FT	0.05 AC



LEGEND

DB	DEED BOOK	L	LINE LABEL
PB	PLAT BOOK	PKS	PK NAIL SET
PG	PAGE	SSE	SANITARY SEWER EASEMENT
LL	LAND LOT	C/O	SEWER CLEAN OUT
RB	REBAR	SQ. FT.	SQUARE FOOT
IPF	IRON PIN FOUND	IPF	IRON PIN FOUND
IPS	1/2" REBAR W/C FDC 000995	IPF	IRON PIN SET
C&G	CURB & GUTTER	IPF	CALCULATED POINT
R/W	EDGE OF PAVEMENT	IPF	POWER POLE
N/F	NOW OR FORMERLY	IPF	FIRE HYDRANT
-E-	OVERHEAD POWER LINE	IPF	WATER VALVE
CMP	CORRUGATED METAL PIPE	IPF	WATER METER
POB	POINT OF BEGINNING	IPF	JUNCTION BOX
POC	POINT OF COMMENCEMENT	IPF	SANITARY SEWER MANHOLE
RCP	REINFORCED CONCRETE PIPE	IPF	DROP INLET
DIP	DUCTILE IRON PIPE	IPF	SINGLE WING CATCH BASIN
PVC	POLYVINYL CHLORIDE PIPE	IPF	DOUBLE WING CATCH BASIN
HDPE	HIGH DENSITY POLYETHYLENE PIPE	IPF	CURB INLET
P/L	PROPERTY LINE	IPF	HEADWALL
C/L	CENTERLINE	IPF	FLARED END SECTION
B.S.L.	BUILDING SETBACK LINE	IPF	GAS METER
BOC	BACK OF CURB	IPF	GAS VALVE
C	CURVE LABEL	IPF	ELECTRIC TRANSFORMER
CI	CURB INLET	IPF	TELEPHONE PEDESTAL
DE	DRAINAGE EASEMENT	IPF	LIGHT POST
FH	FIRE HYDRANT	IPF	5' CONC SIDEWALK
D.E.	DRAINAGE EASEMENT	IPF	
A.E.	ACCESS EASEMENT	IPF	
S.S.E.	SANITARY SEWER EASEMENT	IPF	

CIVIL ENGINEERING

LAND SURVEYING

LAND PLANNING

LANDSCAPE ARCHITECT

STOCKBRIDGE OFFICE
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PH (770) 755-7978

CUMMING OFFICE
500 PIRKLE FERRY RD., STE. C
CUMMING, GEORGIA 30040
PH (678) 807-7100

www.fdc-llc.com

REVISED FINAL PLAT

LOTS 47-52

MALLORY PARK

PHASE 2

LOCATED IN:

LAND LOT 84, 9th DISTRICT

CITY OF SOUTH FULTON, FULTON CO, GA

REVISIONS

1.	
2.	
3.	
4.	

Know what's below.
Call before you dig.

UTILITIES PROTECTION CENTER
1 (800) 282-7474 OR DIAL 811

811

DATE:	3-21-2023
SCALE:	1" = 30'
FILE NUMBER:	082.012
DRAWN BY:	PC
REVIEWED BY:	K. BROWN

GEORGIA REGISTERED PROFESSIONAL SURVEYOR

No. 2960

KEVIN M. BROWN

3/21/2023

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

SHEET NUMBER

2 of 2

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

RECORDATION AREA

DRAINAGE

FLOOD HAZARD

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

CERTIFICATE OF RECORDING

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



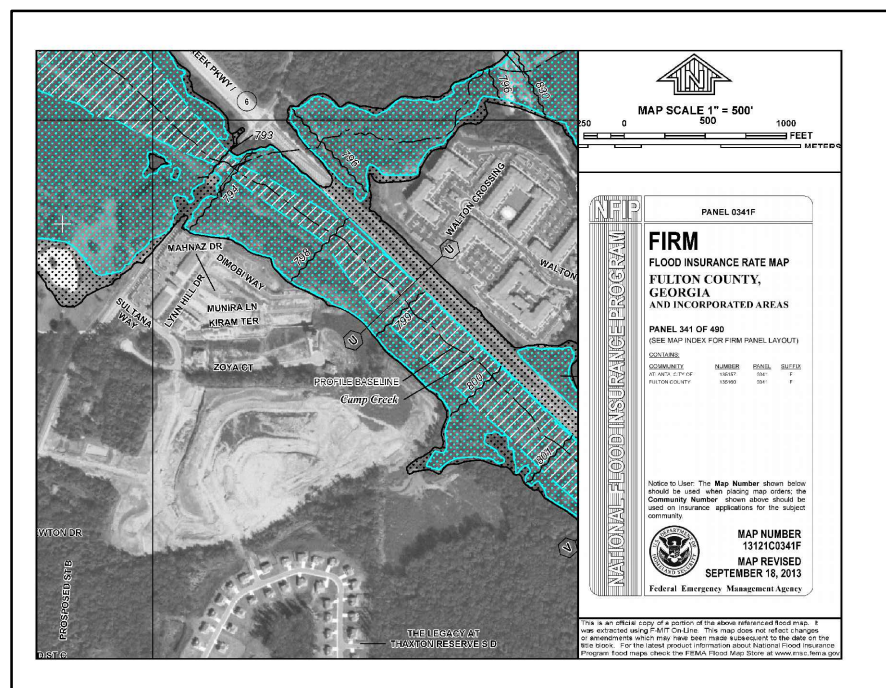
THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN A SEPARATE DOCUMENT(S) ATTACHED HERETO DATED 9/13/16, WHICH HEREBY BECOMES A PART OF THIS PLAT, RECORDED IN D.B. 56603, PG. 689 AND SIGNED BY THE OWNER.

OWNERS INDEMNIFICATION AND MAINTENANCE AGREEMENT FOR DETENTION PONDS SET FORTH IN A SEPARATE DOCUMENT(S) ATTACHED HERETO DATED 1/4/22, WHICH HEREBY BECOMES A PART OF THIS PLAT, RECORDED IN D.B. 65080, PG. 592 AND SIGNED BY THE OWNER.

SITE DATA

1. TOTAL SITE AREA = 75.30 ACRES
2. TOTAL NUMBER LOTS = 119 (1.58 LOTS/ACRE)
3. PLATTED AREA IS ZONED CUP PER 2006Z-0042 AND M19-001, AND MIX PER 2002Z-0012, 2006ZM-0032 AND M-19-002.
4. LOT DEVELOPMENT STANDARDS ARE PER 2006Z-0042, M19-001, 2002Z-0012, 2006ZM-0032 AND M19-002

	2006Z-0042, M19-001	R-4
FRONT SETBACK	20 FEET (5' STAGGER)	35 FEET (5' STAGGER)
REAR SETBACK	30 FEET	25 FEET
SIDE INTERIOR SETBACK	7.5 FEET	7 FEET
SIDE CORNER SETBACK	25 FEET FOR SIDE ENTRY GARAGE 15 FEET WITHOUT SIDE ENTRY GARAGE	20 FEET
MINIMUM HEATED FLOOR AREA	2000 Sq. Ft. @ 7001-9000 Sq. Ft. LOTS 2400 Sq. Ft. @ 9001+ Sq. Ft. LOTS	1000 Sq. Ft. LESS THAN 2 STORY 1100 Sq. Ft. 2 OR MORE STORIES, GROUND LEVEL AT LEAST 800 Sq. Ft.
PARKING SPACES/DWELLING UNIT	2	2
MINIMUM REQUIRED LOT AREA	SEE 2006Z-0042	9000 Sq. Ft.
MINIMUM REQUIRED LOT FRONTAGE	20 FEET	35 FEET
MINIMUM REQUIRED LOT WIDTH AT BUILDING LINE	65 FEET	70 FEET



According to the F.I.R.M. of Fulton County, panel number 13121C0341F, dated September 18, 2013, a portion of this property is located in a Special Flood Hazard Area

APPROVAL OF DEPT. 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

(X) Public Water Supply (X) 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

GENERAL NOTES

- 1) THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.
- 2) HUGHES-RAY COMPANY, INC. AND THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN HEREON.
- 3) THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY 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.
- 4) DISTANCES SHOWN ON THIS PLAT SHALL BE HORIZONTAL.
- 5) 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.
- 6) DATUM SOURCE : NAVD88, ELEVATION DATUM : MEAN SEA LEVEL
- 7) 1/2" REBAR SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
- 8) ANGULAR BEARINGS BASED ON STATE PLANE COORDINATES (GA. WEST ZONE)
- 9) ALL COMMON AREAS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION IN PERPETUITY.
- 10) INTERNAL SIDEWALKS SHOWN ARE "FUTURE".
- 11) NOTE: STREET TREES MUST BE IN PLACE ON A LOT BY LOT BASIS PRIOR TO ISSUANCE OF CO.
- 12) WATER SERVICE PROVIDED BY THE CITY OF ATLANTA.
- 13) WASTEWATER SERVICE PROVIDED BY FULTON COUNTY.
- 14) NO RENTAL OR LEASE OF LOTS OR HOUSES BY LANDLIFE, LLC.

OWNER/DEVELOPER
LANDLIFE, LLC
988 EAST FREEWAY DRIVE
SUITE A
CONYERS, GA. 30094
24 hr. CONTACT: BILL GOODWIN
PH: 770-652-6963

ENGINEER/SURVEYOR
HUGHES-RAY COMPANY, INC
6554 EAST CHURCH STREET
DOUGLASVILLE, GA. 30134

- A 25' UNDISTURBED STATE WATER BUFFER (AS MEASURED FROM EDGE OF WRESTED VEGETATION)
- B 75' UNDISTURBED STREAM BUFFER (AS MEASURED FROM EDGE OF WRESTED VEGETATION)
- C 100' IMPERVIOUS SURFACE SETBACK (AS MEASURED FROM EDGE OF WRESTED VEGETATION)

LOCATION MAP

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 _____

FULTON COUNTY DEPARTMENT OF PUBLIC WORKS

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

APPROVED THIS _____ DAY OF _____, 2020.

SIGNATURE _____ PRINTED NAME & TITLE _____

OWNER'S ACKNOWLEDGEMENT

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 5.72 acres

Private Streets 0.00 acres

Public Sewer Easements 0.49 acres

Private Drainage Easements 1.61 acres,

Common Area 45.44 acres

LANDLIFE, LLC
Typed Name of Subdivider
Typed Name of Owner of Record

Signature of Subdivider
Signature of Owner of Record

Date _____ Date _____

SHEET 1 OF 8

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS PERFORMED USING AN CLOSED TRAVERSE AND HAS A CLOSURE PRECISION OF ONE FOOT IN 25,000 FEET AND AN ANGULAR ERROR OF 2" PER ANGLE POINT, AND WAS NOT ADJUSTED.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 133,758 FEET.

THE FOLLOWING TYPE OF EQUIPMENT WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT:
TRIMBLE S6 ROBOTIC TOTAL STATION AND DATA COLLECTOR

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

LEGEND

- ----- CALCULATED POINT
- ----- IRON PIN FOUND
- ----- IRON PIN SET (1/2" REBAR)
- ----- R/W MONUMENT
- P/L ----- PROPERTY LINE
- R/W ----- RIGHT OF WAY
- N/F ----- NOW OR FORMERLY
- B/L ----- BUILDING LINE
- OTF ----- OPEN TOP PIPE
- △ ----- DOUBLE WING CATCH BASIN
- ◇ ----- HEADWALL
- ⊙ ----- JUNCTION BOX
- ----- DROP INLET
- CMP ----- CORRUGATED METAL PIPE
- RCF ----- REINFORCED CONCRETE PIPE
- ----- LIGHT POLE (1 LAMP)
- ----- LIGHT POLE (2 LAMPS)
- ----- LIGHT POLE (3 LAMPS)
- ----- LIGHT POLE (4 LAMPS)
- BOUNDARY LINE
- X ----- FENCE
- GAS LINE
- UG ----- UNDERGROUND POWER LINE
- OVERHEAD POWER LINE
- SS ----- SANITARY SEWER LINE
- SD ----- STORM DRAIN LINE
- W ----- WATER LINE
- ⊕ ----- WATER METER
- ⊕ ----- WATER VALVE
- ⊕ ----- FIRE HYDRANT
- ⊕ ----- SANITARY SEWER MANHOLE
- o.c.o. ----- CLEANOUT
- ⊕ ----- GREASE TRAP
- ⊕ ----- GAS METER
- ⊕ ----- POWER METER
- PBX ----- POWER BOX
- ⊕ ----- GAS VALVE
- ⊕ ----- POWER POLE
- ← ----- GUY ANCHOR
- ----- BOLLARD
- o.i.c.v. ----- IRRIGATION CONTROL VALVE
- △ ----- FIBER OPTIC MARKER
- ⊕ ----- FIRE DEPT. CONNECTION
- ⊕ ----- CONCRETE

STATE OF GEORGIA
CERTIFICATE OF AUTHORIZATION
FOR LAND SURVEYING
HUGHES-RAY COMPANY, INC.
LSF# 000462 EXPIRES 06/30/22

PREPARED BY:



BEDFORD ESTATES PHASE 5

LOCATED IN LAND LOT 69 & 72
14th FF DISTRICT
FULTON COUNTY, GEORGIA

REVISION NOTE: THE PURPOSE OF THIS FINAL PLAT REVISION IS TO CORRECT THE STORM DRAIN AND ASSOCIATED EASEMENT AT THE REAR OF LOTS 41 - 51.

THIS FINAL PLAT SUPERCEDES THE FINAL PLAT PREVIOUSLY RECORDED IN PLAT BOOK 448, PAGES 63 - 70, ON 4/13/2022, FULTON COUNTY, GEORGIA RECORDS.

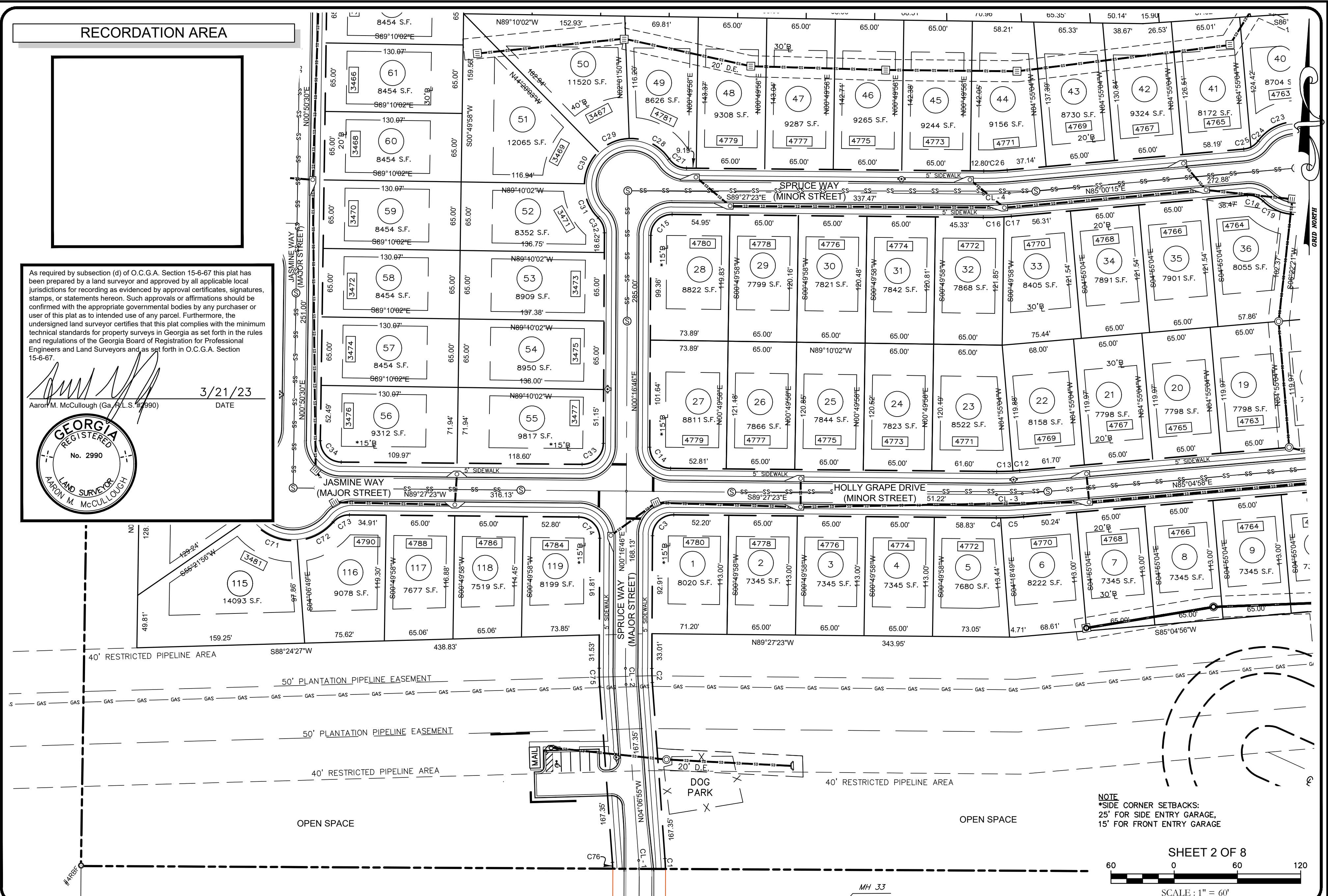
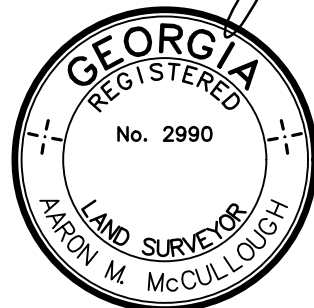
DATE: 14 SEPTEMBER 2021			DRAWING NO. H17229 BE5FP
NO.	DATE	REVISION DESCRIPTION	DRAWN BY: DAS
1	1/24/22	CITY COMMENTS	CHECKED BY: AMM
2	3/18/22	CITY COMMENTS	JOB NO.: H17229
3	4/1/22	CITY COMMENTS	SCALE: AS SHOWN
4	3/21/23	CORRECT STORM (LOTS 41-51)	THIS DRAWING IS COPYRIGHTED. THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM. ANY UNAUTHORIZED USE, MODIFICATION, AND/OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS HEREBY PROHIBITED.

RECORDATION AREA

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.

Aaron M. McCullough (Ga. P.L.S. #3990)

3/21/23
DATE



NOTE
*SIDE CORNER SETBACKS:
25' FOR SIDE ENTRY GARAGE,
15' FOR FRONT ENTRY GARAGE

SHEET 2 OF 8

60 0 60 120

SCALE: 1" = 60'

FINAL PLAT FOR

BEDFORD ESTATES PHASE 5

LOCATED IN LAND LOT 69 & 72
14th FF DISTRICT
FULTON COUNTY, GEORGIA

DATE: 14 SEPTEMBER 2021

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CHECKED BY: AMM

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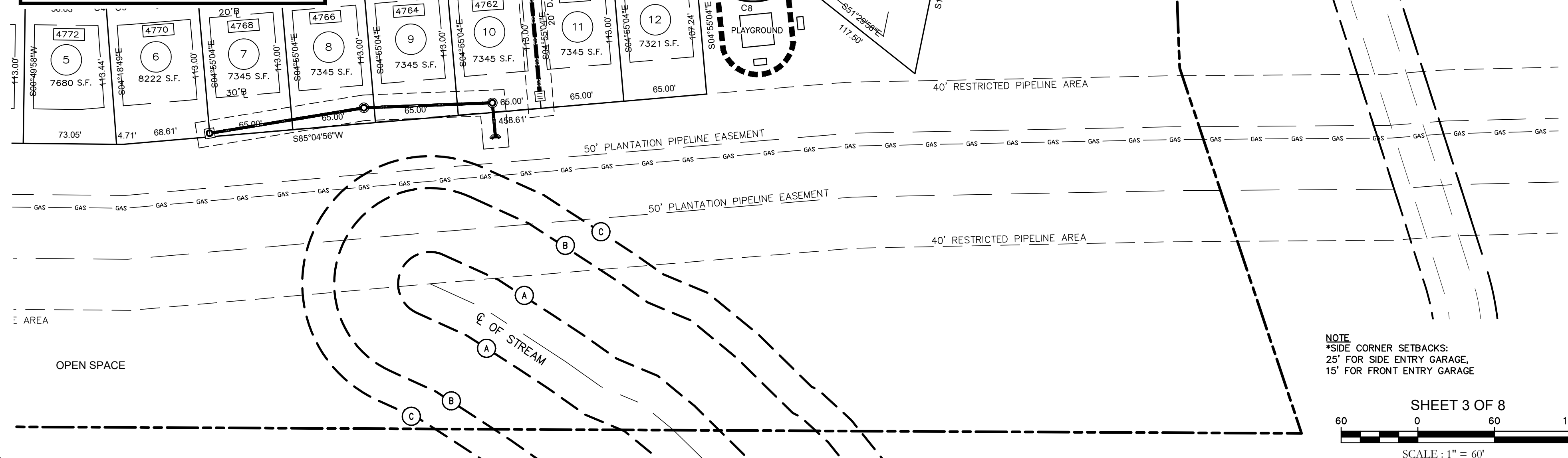
PREPARED BY:
HRC
HRC ENGINEERS
ENGINEERS | SURVEYORS | LANDSCAPE ARCHITECTS
6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
P 770.942.0196 F 770.942.0152
www.hrcengineers.com

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3/21/23
DATE



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SHEET 3 OF 8
SCALE: 1" = 60'

PREPARED BY:
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FINAL PLAT FOR **BEDFORD ESTATES PHASE 5**

LOCATED IN LAND LOT 69 & 72
14th FF DISTRICT
FULTON COUNTY, GEORGIA

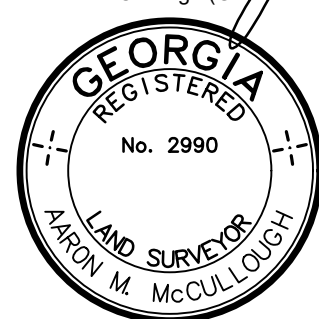
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3/21/23

Aaron M. McCullough (Ga. R.L.S. #2990)



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15' FOR FRONT ENTRY GARAGE

SHEET 4 OF 8

SCALE : 1" = 60'

PREPARED BY



HRC ENGINEERS
ENGINEERS|SURVEYORS|LANDSCAPE ARCHITECTS
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FINAL PLAT FOR

BEDFORD ESTATES PHASE 5

LOCATED IN LAND LOT 69 & 72
14th FF DISTRICT
FULTON COUNTY, GEORGIA

DATE: 14 SEPTEMBER 2021

DRAWING NO. H17229 BE5FP

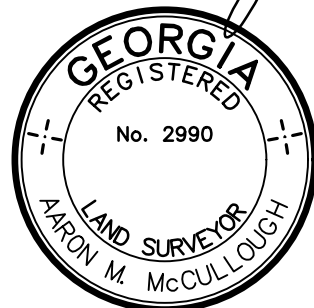
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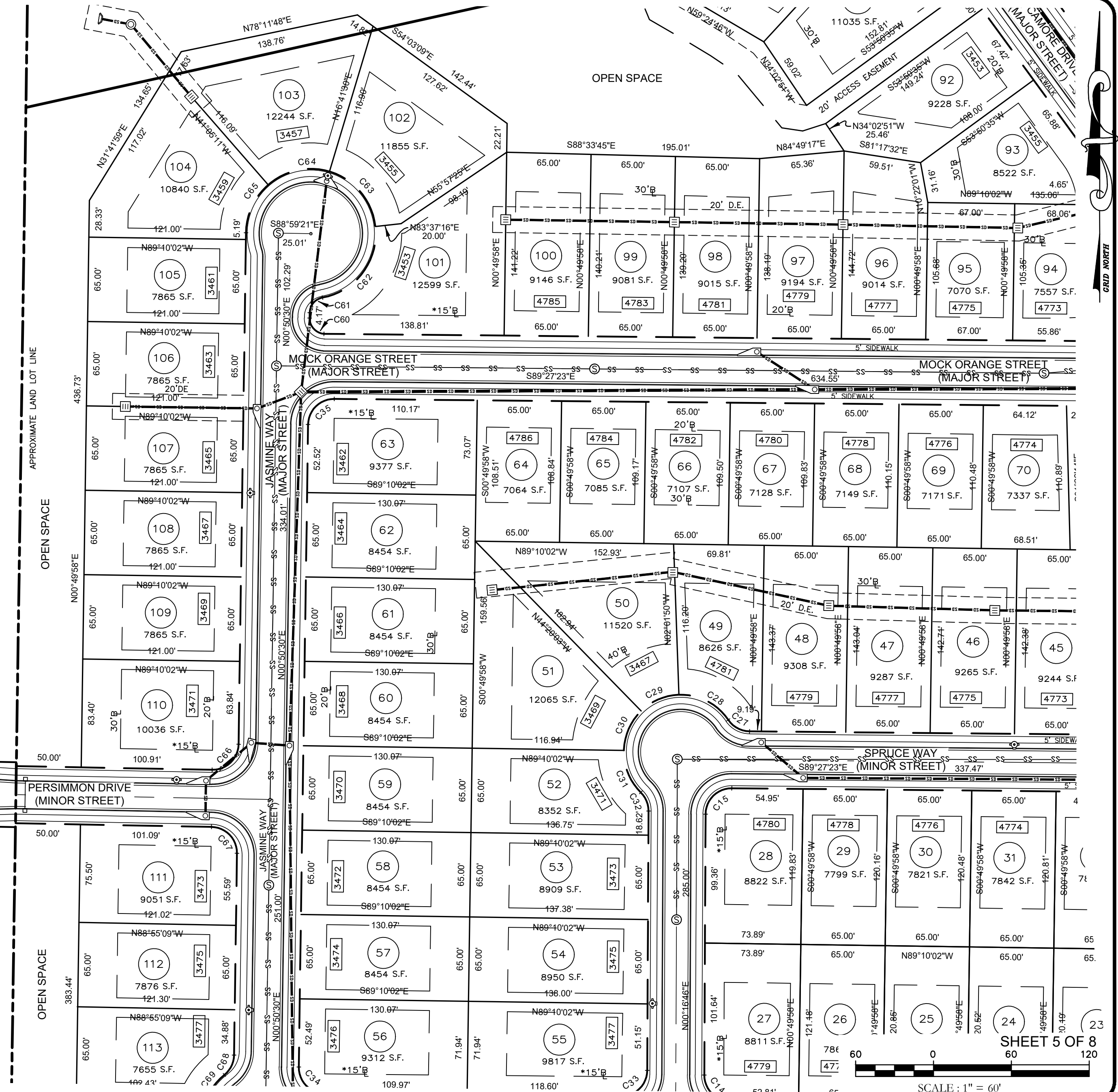
Aaron M. McCullough
Aaron M. McCullough (Ga. P.L.S. #3990)

3/21/23
DATE



N/F
LEGACY AT THAXTON RESERVE
HOMEOWNERS ASSOCIATION, INC
PARCEL 14F0072 LL1858
DB 44068, PG 644
PB 297, PG 150

NOTE:
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15' FOR FRONT ENTRY GARAGE



FINAL PLAT FOR

BEDFORD ESTATES PHASE 5

LOCATED IN LAND LOT 69 & 72
14th FF DISTRICT
FULTON COUNTY, GEORGIA

DATE: 14 SEPTEMBER 2021

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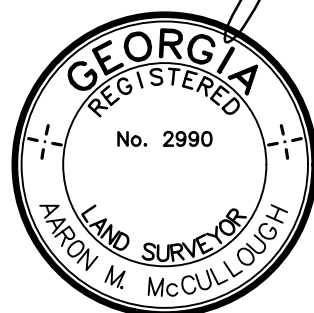
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RECORDATION AREA

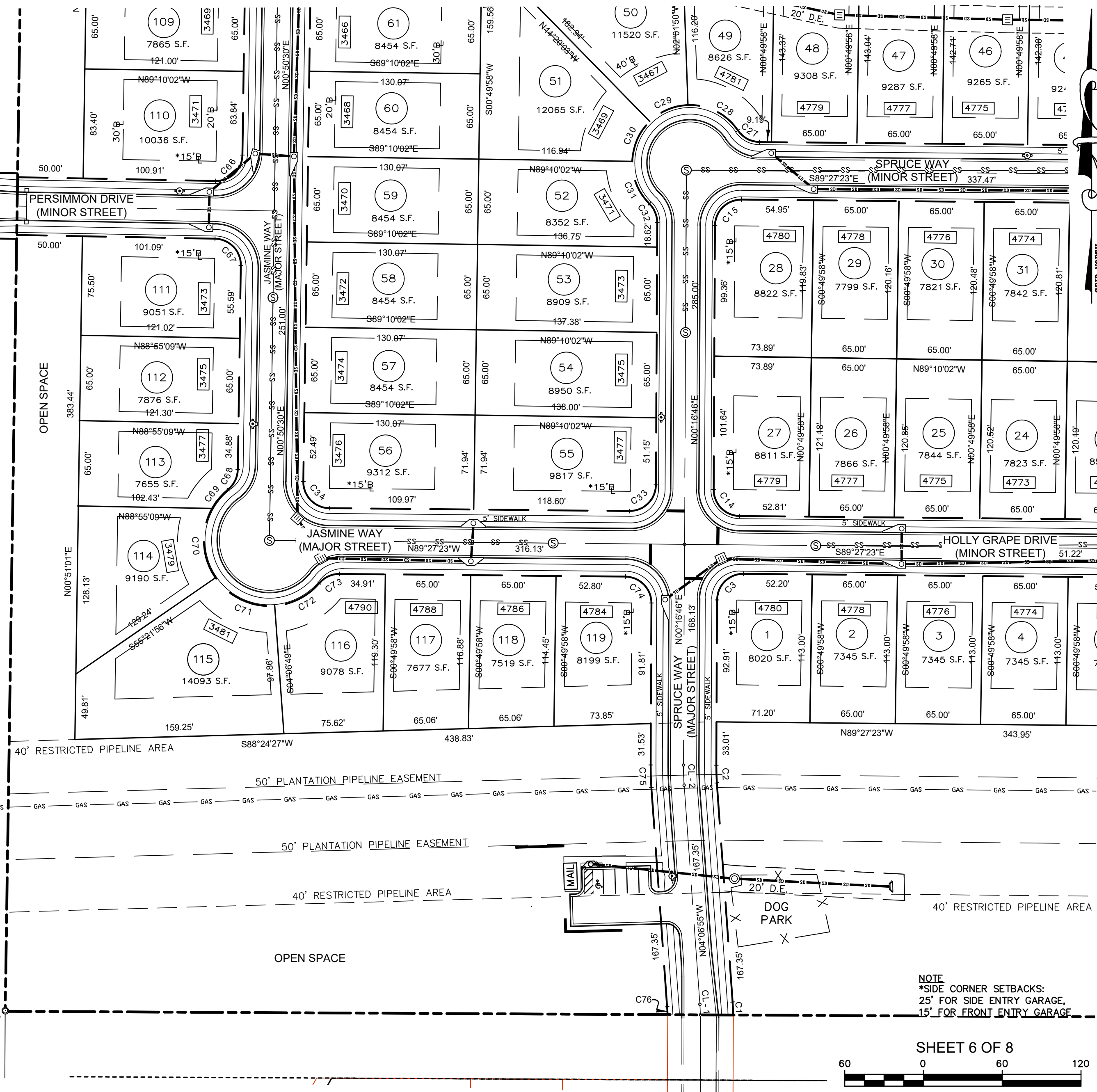
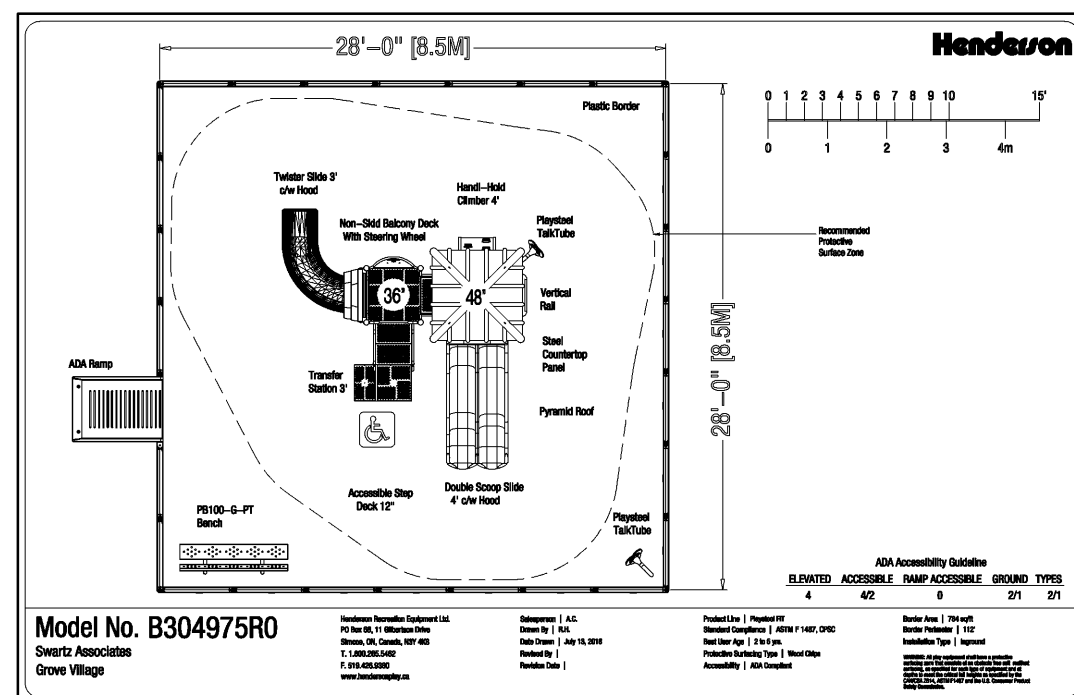
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Aaron M. McCullough (Ga. P.L.S. #3990)

3/21/23
DATE



N/F
LEGACY AT THAXTON RESERVE
HOMEDOWNERS ASSOCIATION, INC
PARCEL 14F0072 LL1858
DB 44068, PG 644
PB 297, PG 150



NOTE
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SHEET 6 OF 8

60 0 60 120

SCALE: 1" = 60'

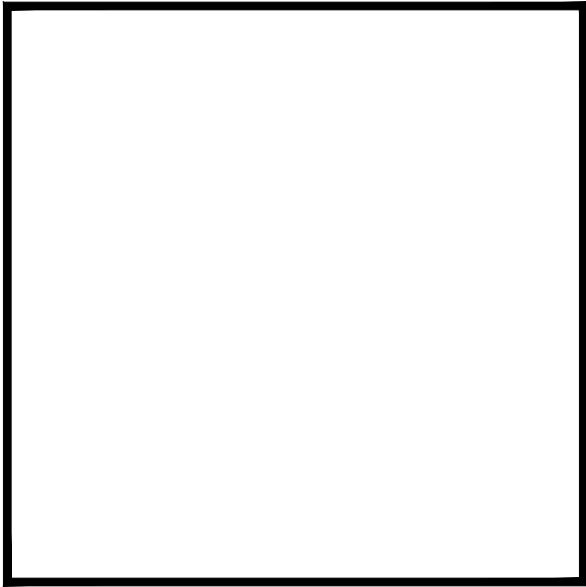
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FINAL PLAT FOR BEDFORD ESTATES PHASE 5

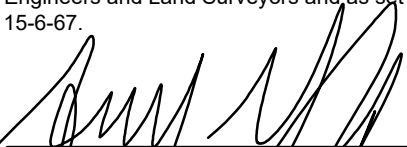
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2	3/18/22	CITY COMMENTS	JOB NO.: H17229
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4	3/21/23	CORRECT STORM (LOTS 41-51)	THIS DRAWING IS COPYRIGHTED. THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM. ANY UNAUTHORIZED USE, MODIFICATION, AND/OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS HEREBY PROHIBITED.

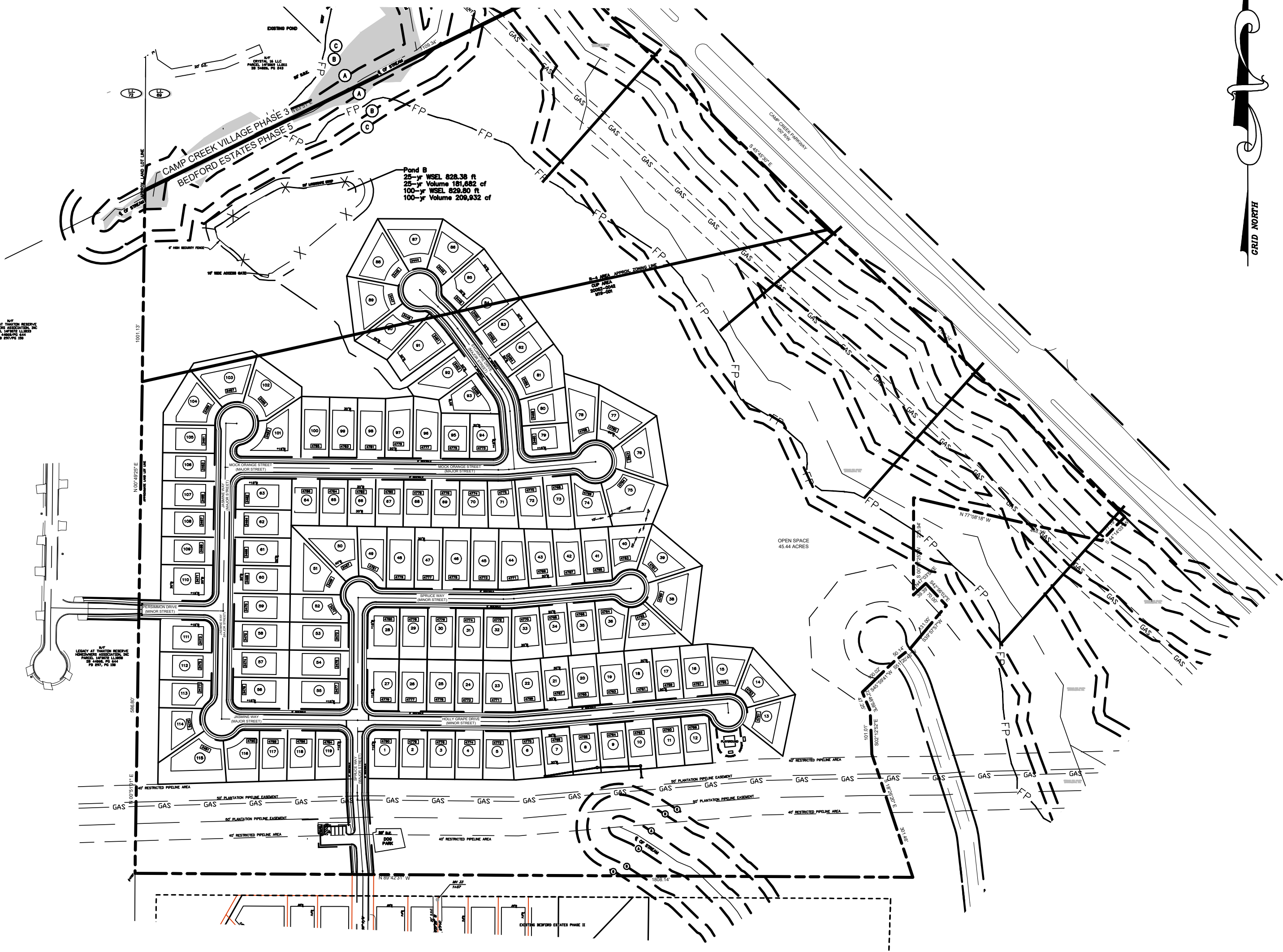
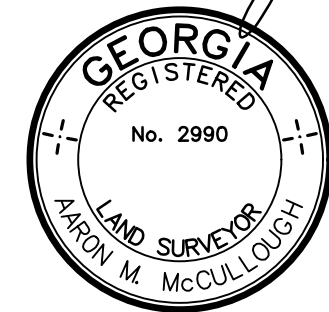
RECORDATION AREA



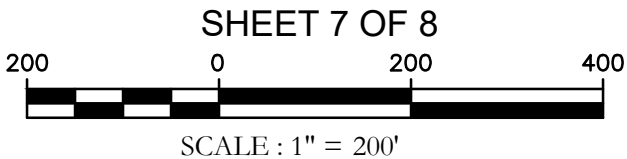
As required by subsection (d) of O.C.G.A. Section 15-6-67 this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed 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.


Aaron M. McCullough (Ga. P.L.S. #3990)

3/21/23
DATE



NOTE
*SIDE CORNER SETBACKS:
25' FOR SIDE ENTRY GARAGE,
15' FOR FRONT ENTRY GARAGE



SHEET 7 OF 8

PREPARED BY:

HRC

HRC ENGINEERS

ENGINEERS | SURVEYORS | LANDSCAPE ARCHITECTS

6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
P 770.942.0196 F 770.942.0152
www.hrcengineers.com

FINAL PLAT FOR

**BEDFORD ESTATES
PHASE 5**

LOCATED IN LAND LOT 69 & 72
14th FF DISTRICT
FULTON COUNTY, GEORGIA

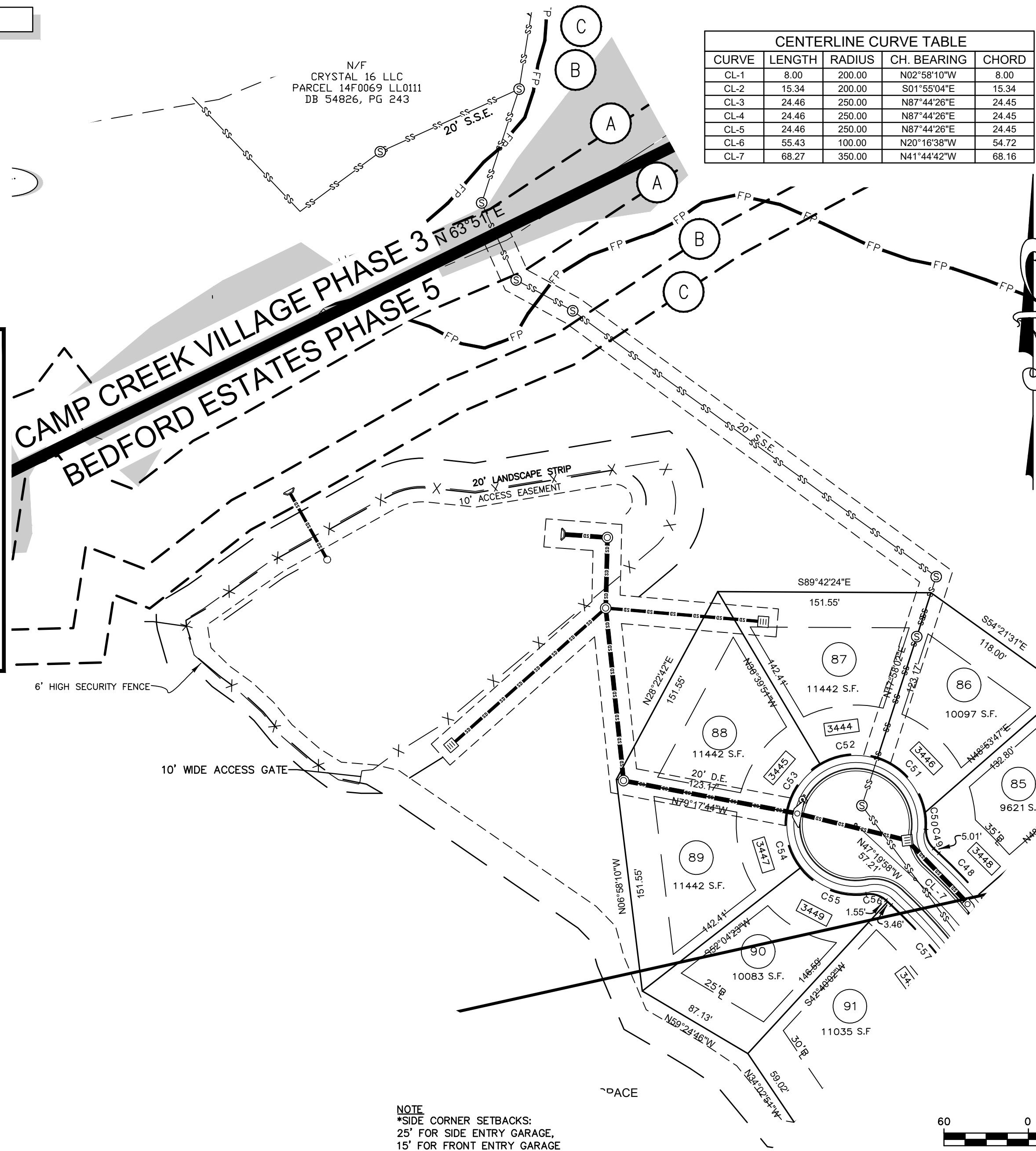
DATE: 14 SEPTEMBER 2021			DRAWING NO. H17229 BE5FP
NO.	DATE	REVISION DESCRIPTION	DRAWN BY: DAS
1	1/24/22	CITY COMMENTS	CHECKED BY: AMM
2	3/18/22	CITY COMMENTS	JOB NO.: H17229
3	4/1/22	CITY COMMENTS	SCALE: 1"=200'
4	3/21/23	CORRECT STORM (LOTS 41-51)	THIS DRAWING IS COPYRIGHTED. THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM. ANY UNAUTHORIZED USE, MODIFICATION, AND/OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS HEREBY PROHIBITED.

RECORDATION AREA

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.

Aaron M. McCullough (Ga. P.L.S. #2990)

3/21/23
DATE



CENTERLINE CURVE TABLE				
CURVE	LENGTH	RADIUS	CH. BEARING	CHORD
CL-1	8.00	200.00	N02°58'10"W	8.00
CL-2	15.34	200.00	S01°55'04"E	15.34
CL-3	24.46	250.00	N87°44'26"E	24.45
CL-4	24.46	250.00	N87°44'26"E	24.45
CL-5	24.46	250.00	N87°44'26"E	24.45
CL-6	55.43	100.00	N20°16'38"W	54.72
CL-7	68.27	350.00	N41°44'42"W	68.16

CURVE TABLE				
CURVE	LENGTH	RADIUS	CH. BEARING	CHORD
C1	9.92	225.00	N02°51'07"W	9.92
C2	13.42	175.00	S01°55'04"E	13.42
C3	31.51	20.00	S45°24'42"W	28.35
C4	4.05	272.00	S89°52'59"E	4.05
C5	21.87	272.00	N87°23'10"E	21.87
C6	15.20	19.00	N72°00'16"W	14.79
C7	8.83	19.00	N35°46'51"W	8.75
C8	91.41	44.00	S81°59'06"E	75.83
C9	41.35	44.00	N11°34'43"E	39.84
C10	41.35	44.00	N42°15'56"W	39.84
C11	19.76	44.00	N82°03'09"W	19.59
C12	6.30	228.00	N85°52'26"E	6.30
C13	15.43	228.00	N88°36'17"E	15.43
C14	31.32	20.00	S44°35'18"E	28.22
C15	31.51	20.00	S45°24'42"W	28.35
C16	19.70	272.00	N88°28'09"E	19.69
C17	6.92	272.00	N85°39'58"E	6.92
C18	16.51	19.00	N70°10'25"W	15.99
C19	29.45	44.00	S64°27'22"E	28.90
C20	41.35	44.00	N69°27'02"E	39.84
C21	46.20	44.00	N12°26'51"E	44.11
C22	41.35	44.00	N44°33'19"W	39.84
C23	55.75	44.00	S72°13'18"W	52.10
C24	9.28	19.00	N49°55'01"E	9.19
C25	6.97	19.00	N74°25'32"E	6.93
C26	22.31	228.00	N87°44'26"E	22.30
C27	19.35	20.00	S61°44'45"E	18.60
C28	44.54	44.00	N63°01'59"W	42.66
C29	32.49	44.00	S66°49'04"W	31.75
C30	33.99	44.00	S23°32'16"W	33.15
C31	35.86	44.00	S21°56'12"E	34.87
C32	15.90	20.00	N22°30'06"W	15.49
C33	31.51	20.00	N45°24'42"E	28.35
C34	31.52	20.00	S44°18'42"E	28.36
C35	31.32	20.00	S45°41'18"W	28.21
C36	26.91	275.00	N87°44'26"E	26.90
C37	15.19	17.00	N69°28'20"W	14.69
C38	53.10	50.00	S74°18'26"E	50.64
C39	49.67	50.00	N46°48'21"E	47.66
C40	48.28	50.00	N09°19'11"W	46.43
C41	43.94	50.00	N62°09'37"W	42.54
C42	51.41	50.00	S63°12'36"W	49.17
C43	15.19	17.00	N59°20'50"E	14.69
C44	31.65	20.00	S49°43'48"E	28.45
C45	24.41	125.00	N09°59'28"W	24.37
C46	44.88	125.00	N25°52'15"W	44.64
C47	32.38	375.00	N38°37'49"W	32.37
C48	40.77	375.00	N44°13'06"W	40.75
C49	15.19	17.00	S21°44'33"E	14.69
C50	12.06	50.00	N03°03'53"W	12.04
C51	54.15	50.00	N41°00'18"W	51.55
C52	42.44	50.00	S83°39'06"W	41.18
C53	42.44	50.00	S35°01'13"W	41.18
C54	42.44	50.00	S13°36'41"E	41.18
C55	52.87	50.00	S68°13'13"E	50.44
C56	15.19	17.00	N72°55'24"W	14.69
C57	63.39	325.00	N41°44'42"W	63.29
C58	41.57	75.00	N20°16'38"W	41.04
C59	33.14	20.00	N43°04'33"E	29.48
C60	18.04	12.00	S42°14'01"E	16.39
C61	16.51	12.00	S40°15'10"W	15.24
C62	75.09	50.00	N36°38'49"E	68.23
C63	58.41	50.00	N39°50'37"W	55.14
C64	50.42	50.00	S77°48'09"W	48.31
C65	41.96	50.00	S24°52'23"W	40.74
C66	31.50	20.00	N45°57'24"E	28.35
C67	31.33	20.00	N44°02'36"W	28.22
C68	17.50	20.00	N25°53'43"E	16.94
C69	19.07	50.00	S40°02'03"W	18.95
C70	55.63	50.00	S02°45'43"E	52.80
C71	52.29	50.00	S64°35'34"E	49.94
C72	39.18	50.00	N62°59'56"E	38.19
C73	17.45	20.00	S65°32'47"W	16.90
C74	31.32	20.00	N44°35'18"W	28.22
C75	17.26	225.00	S01°55'04"E	17.25
C76	6.08	175.00	N03°07'14"W	6.08

PREPARED BY:
HRC
HRC ENGINEERS
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WWW.HRCENGINEERS.COM

FINAL PLAT FOR BEDFORD ESTATES PHASE 5

LOCATED IN LAND LOT 69 & 72
14th FF DISTRICT
FULTON COUNTY, GEORGIA

DATE: 14 SEPTEMBER 2021			DRAWING NO. H17229 BE5FP
NO.	DATE	REVISION DESCRIPTION	DRAWN BY: DAS
1	1/24/22	CITY COMMENTS	CHECKED BY: AMM
2	3/18/22	CITY COMMENTS	JOB NO.: H17229
3	4/1/22	CITY COMMENTS	SCALE: 1"=60'
4	3/21/23	CORRECT STORM (LOTS 41-51)	THIS DRAWING IS COPYRIGHTED. THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM. ANY UNAUTHORIZED USE, MODIFICATION, AND/OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS HEREBY PROHIBITED.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: A Resolution Approving The Acquisition Of Real Property (Former Fire Station at 4810 Miller Road)

DATE: May 23, 2023

SUBJECT: A Resolution Approving The Acquisition Of Real Property (Former Fire Station at 4810 Miller Road)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Resolution Approving the Acquisition of Real Property (4810 Miller Rd - Fmr Fire Station)	Cover Memo	5/20/2023

**A RESOLUTION APPROVING THE ACQUISITION OF REAL PROPERTY,
AND FOR OTHER PURPOSES**

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

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

WHEREAS, the City is authorized to acquire, hold, or lease any real, personal, or mixed property in fee simple or lesser interest (See § 1.12 (b)(21)); and

WHEREAS, the City desires to acquire real property described as all that tract or parcel of land lying and being in Land Lot 64 of the 13th District, Fulton County, Georgia, Parcel ID No.: 13-0064-0002-011-1 and more commonly known as 4810 Miller Road (Former Fire Station) and being more particularly described in Exhibit A Legal Description attached hereto. (the subject "Property")

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

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES
as follows:

Section 1. Authorization to Closing Counsel. In addition to the authority granted under this Resolution, the City hereby authorizes the Closing Attorney to conduct and/or perform all the necessary tasks and duties to effectuate the closing of the subject Property on behalf of the City that is the purpose of this Resolution.

Section 2. Additional Documents. The City Council authorizes the Mayor, City Manager or City Attorney to execute any documents which may be necessary to effectuate this Resolution.

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

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

Section 5. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

Section 6. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

EXHIBIT A – LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 64 of the 13th District of Fulton County, Georgia, and being more particularly described as follows:

Beginning at the southeast corner of Miller Road and Spring Street and continuing along the South side of Spring Street in an easterly direction Two Hundred (200) feet; thence in a southerly direction Two Hundred (200) feet; thence in a westerly direction Two Hundred (200) feet to Miller Road; thence along the East side of Miller Road in a northerly direction Two Hundred (200) feet to Spring Street and the point of beginning.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: A Resolution Approving The Acquisition Of Real Property (Cliftondale Arts Center)

DATE: May 23, 2023

SUBJECT: A Resolution Approving The Acquisition Of Real Property (Cliftondale Arts Center)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Resolution Approving the Acquisition of Real Property (Cliftondale Center)	Cover Memo	5/20/2023

**A RESOLUTION APPROVING THE ACQUISITION OF REAL PROPERTY,
AND FOR OTHER PURPOSES**

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

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

WHEREAS, the City is authorized to acquire, hold, or lease any real, personal, or mixed property in fee simple or lesser interest (See § 1.12 (b)(21)); and

WHEREAS, the City desires to acquire real property described as all that tract or parcel of land lying and being in Land Lot 143 of the 14F District, Fulton County, Georgia, Parcel ID No.: 14F-0143-LL-104-4 and more commonly known as Cliftondale Arts Center and being more particularly described in Exhibit A Legal Description attached hereto. (the subject "Property")

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

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES
as follows:

Section 1. Authorization to Closing Counsel. In addition to the authority granted under this Resolution, the City hereby authorizes the Closing Attorney to conduct and/or perform all the necessary tasks and duties to effectuate the closing of the subject Property on behalf of the City that is the purpose of this Resolution.

Section 2. Additional Documents. The City Council authorizes the Mayor, City Manager or City Attorney to execute any documents which may be necessary to effectuate this Resolution.

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

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

Section 5. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

Section 6. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

EXHIBIT A – LEGAL DESCRIPTION

All that tract of Land lying being in tend Lot 143 of the 14th District of Formerly Fayette, now Fulton County, Georgia, being more particularly described as follows:

To find a true point of beginning, conscience north point formed by the intersection of the Northeastern right of way line of Butner Road and the Eastern right of way line of Emily Way; run thence along said Northeastern right of way line of Butner Road in a generally southeasterly direction 616.70 feet to a concrete monument and the TRUE POINT OF BEGINNING; from the True Point of Beginning as thus established and leaving said Northeastern right of way line of Butner Road run thence North 20°08' East 250.00 feet to a concrete monument; run thence South 69°39' East 30 feet to a concrete monument run thence North 20°08' East 242.05 feet to a concrete monument; run thence South 61°41' East 400 feet to a concrete monument; run thence South 19°55' West 444.31 feet to a concrete monument located on the aforesaid Northeastern right of way line of Butner Road; run thence along acid Northeastern right of way line of Butner Road the following courses and distances: North 70°29' West 148.60 feet to a point; North 68°59' West 250.00 feet to a point; and North 69°39' West 30 feet to a point and the True Point of Beginning.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: A Resolution Approving The Acquisition Of Real Property (Fire Station 11)

DATE: May 23, 2023

SUBJECT: A Resolution Approving The Acquisition Of Real Property (Fire Station 11)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Resolution Approving the Acquisition of Real Property (Firestation 11)	Cover Memo	5/20/2023

**A RESOLUTION APPROVING THE ACQUISITION OF REAL PROPERTY,
AND FOR OTHER PURPOSES**

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

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

WHEREAS, the City is authorized to acquire, hold, or lease any real, personal, or mixed property in fee simple or lesser interest (See § 1.12 (b)(21)); and

WHEREAS, the City desires to acquire real property described as all that tract or parcel of land lying and being in Land Lot 57 of the 14F District of Fulton County, Georgia, Parcel ID No.: 14F-0057-LL-030-5 and more commonly known as Fire Station 11 and being more particularly described in Exhibit A Legal Description attached hereto. (the subject "Property")

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

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES
as follows:

Section 1. Authorization to Closing Counsel. In addition to the authority granted under this Resolution, the City hereby authorizes the Closing Attorney to conduct and/or perform all the necessary tasks and duties to effectuate the closing of the subject Property on behalf of the City that is the purpose of this Resolution.

Section 2. Additional Documents. The City Council authorizes the Mayor, City Manager or City Attorney to execute any documents which may be necessary to effectuate this Resolution.

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

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

Section 5. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

Section 6. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

EXHIBIT A – LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 57 of the 14F District of Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at a point located at the intersection of the northeasterly right-of-way of Robinson Drive and the southeasterly right-of-way of Fulton Industrial Boulevard; Thence following the southeasterly right-of-way of Fulton Industrial Boulevard North 47 Degrees 02 Minutes 42 Seconds East, a distance of 279.82 feet to a point; Thence leaving said right-of-way South 50 Degrees 25 Minutes 28 Seconds East, a distance of 340.51 feet to a point; Thence South 45degrees 10 Minutes 48 Seconds West, a distance of 275.00 feet to a point; on the northeasterly right-of-way of Robinson Drive; Thence following said right-of-way North 51 Degrees 02 Minutes 23 seconds West, a distance of 350.05 feet to a point of beginning.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: A Resolution Approving The Acquisition Of Real Property (Southwest Arts Center)

DATE: May 23, 2023

SUBJECT: A Resolution Approving The Acquisition Of Real Property (Southwest Arts Center)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Resolution Approving the Acquisition of Real Property (Southwest Arts Center)	Cover Memo	5/20/2023

**A RESOLUTION APPROVING THE ACQUISITION OF REAL PROPERTY,
AND FOR OTHER PURPOSES**

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

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

WHEREAS, the City is authorized to acquire, hold, or lease any real, personal, or mixed property in fee simple or lesser interest (See § 1.12 (b)(21)); and

WHEREAS, the City desires to acquire real property described as all that tract or parcel of land lying and being in Land Lots 60, 61, 80 and 81 of the 14F District, Fulton County, Georgia, Parcel ID No.: 14F-0061-LL-011-9 and more commonly known as Southwest Arts Center and being more particularly described in Exhibit A Legal Description attached hereto. (the subject "Property")

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

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES
as follows:

Section 1. Authorization to Closing Counsel. In addition to the authority granted under this Resolution, the City hereby authorizes the Closing Attorney to conduct and/or perform all the necessary tasks and duties to effectuate the closing of the subject Property on behalf of the City that is the purpose of this Resolution.

Section 2. Additional Documents. The City Council authorizes the Mayor, City Manager or City Attorney to execute any documents which may be necessary to effectuate this Resolution.

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

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

Section 5. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

Section 6. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

EXHIBIT A – LEGAL DESCRIPTION

Tract 1

All that tract or parcel of land lying and being in Land Lot 61 of the 14FF District, Fulton County Georgia and being more particularly described as follows:

BEGINNING at a point on the westerly right-of-way of New Hope Road (90' R/W) 1542.12 feet northerly from the intersection toffee westerly right-of-way of New Hope Road and the northerly right-of-way of Guilford Forest Drive R/W Varies); thence North 89° 36' 28" West, a distance of 139.40 feet to a point; thence North 00° 45'28" West, a distance of 424.79 feet to a point on the westerly right-of-way of New Hope Road; thence along said right-of-way 404.99 feet along a curve to the left of said curve having a chord of South East 404.31 feet and a radius of 2018.17 feet to a point; thence along said right-of-way South 23°58' 38" East, a distance of 45.62 feet to a point, being the POINT OF BEGINNING.

Tract 2

All that tract or parcel of land, lying and being in Land Lots 60, 61, 80 and 81 of the 14th District of formerly Fayette, now Fulton County, Georgia, and being more particularly described: as follows:

TO FIND THE POINT OF BEGINNING, begin, at a point located at the intersection of the southerly side of Cascade Road and the westerly side of New Hope Road; thence running in a southeasterly direction along the westerly side of New Hope Road, a distance of 779.89 feet, to an iron pin located on the northerly side of property now or formerly owned by Mrs. John McLarty; thence running south 89 degrees 40 minutes 00 seconds west along the northerly side of the McLarty property, a distance of 224.66 feet to an iron pin; thence, running south 12 degrees 30 minutes 00 seconds east along the westerly side, of the McLarty property, a distance of 173. 03 feet to an iron pin; thence: running north 89 degrees 37 minutes 00 seconds east along the southerly side of the McLarty property, a distance of 224.45 feet to an iron pin located bn the westerly right-of-way of New Hope :Road; thence running south 13 degrees 49 minutes 00 seconds east along the westerly right-of-way of New Hope Road, a distance of 60 feet to a point, said point being- the True Point of Beginning; thence running south 89 degrees 37 minutes 00 seconds west, a distance of 1250 feet to a point located on the west land lot line of Land Lot 60, said District (said land lot line also being the easterly land lot line of Land Lot 81, said District); thence running south 89 degrees 37 minutes 00 seconds west, a distance. of 182 feet to b point; thence running south 60 degrees 36 minutes 00 seconds west, a distance of 260 feet to a point;,, thence running southeasterly from 'the last point, a distance of 580 feet to a point located :bn the westerly land lot line of Land Lot 61, said District (said land lot line also being the easterly land lot line of Land Lot 80, said District); thence running south 00 degrees 09 minutes 30 seconds west along the said westerly land lot line of Land Lot 61,

a distance of 280 feet to a point which is the southerly property line of property now or formerly owned by I. N. Galanti and A. Tenenbaum; thence running south 89 degrees 02 minutes 00 seconds east, a distance of 1330 feet to an iron pin; thence running north 00 degrees 24 minutes 00 seconds west, a distance of 567.00 feet to an iron pin located on the westerly right-of-way of New Hope Road; thence running north 13 degrees 49 minutes 00 seconds west, a distance of 291.21 feet to a point, said point being the True Point of Beginning.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: A Resolution Approving The Acquisition Of Real Property (Trammell Crow Park)

DATE: May 23, 2023

SUBJECT: A Resolution Approving The Acquisition Of Real Property (Trammell Crow Park)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Resolution Approving the Acquisition of Real Property (Trammell Crow Park)	Cover Memo	5/20/2023

**A RESOLUTION APPROVING THE ACQUISITION OF REAL PROPERTY,
AND FOR OTHER PURPOSES**

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

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

WHEREAS, the City is authorized to acquire, hold, or lease any real, personal, or mixed property in fee simple or lesser interest (See § 1.12 (b)(21)); and

WHEREAS, the City desires to acquire real property described as all that tract or parcel of land lying in Lots 80, 81 and 90 of the 14FF District of Fulton County, Georgia, Parcel ID Nos.: 14F-0080-LL-001-7; 14F-0080-LL-043-8 and 14F-0090-LL-008-0 and more commonly known as Trammell Crow Park and being more particularly described in Exhibit A Legal Description attached hereto. (the subject "Property")

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

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES
as follows:

Section 1. Authorization to Closing Counsel. In addition to the authority granted under this Resolution, the City hereby authorizes the Closing Attorney to conduct and/or perform all the necessary tasks and duties to effectuate the closing of the subject Property on behalf of the City that is the purpose of this Resolution.

Section 2. Additional Documents. The City Council authorizes the Mayor, City Manager or City Attorney to execute any documents, which may be necessary to effectuate this Resolution.

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

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

Section 5. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

Section 6. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

EXHIBIT A – LEGAL DESCRIPTION

All that tract or parcel of land lying in Lots 80, 81 and 90 of the 14FF District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at a point on the west line of said Land Lot 80 (being the east line of said Land Lot 90) a distance of 134.8 feet from the corner common to said Land Lots 81, 80 and 90 and Land Lot 89 of said District; running thence north 60 degrees 4 minutes 40 seconds east along the southeast line of the right-of-way of Cascade Road (being a fifty foot right-of-way) a distance of 283.0 feet to a point; running thence north 54 degrees 46 minutes 40 seconds east along the southeast line of the right-of-way of said Cascade Road a distance of 100.00 feet to a point; running thence north 49 degrees 21 minutes 40 seconds east along the southeast line of the right-of-way of said Cascade road a distance of 100.0 feet to a point; running thence north 44 degrees 24 minutes 20 seconds east along the southeast line of the right-of-way of said Cascade Road a distance of 100.0 feet to a point; running thence north 39 degrees 59 minutes 2 seconds east along the southeast line of the right-of-way of said Cascade Road a distance of 100.0 feet to a point; running thence north 38 degrees 22 minutes 20 seconds east along the southeast line of the right-of-way of said Cascade Road a distance of 100.0 feet to a point; running thence north 37 degrees 48 minutes 20 seconds east along the east line of the right-of-way of said Cascade Road a distance of 400.0 feet to a point; running thence north 41 degrees 5 minutes 20 seconds east along the south line of the right-of-way of said Cascade Road a distance of 100.0 feet to a point; running thence north 48 degrees 27 minutes 40 seconds east along the south line of the right-of-way of said Cascade Road a distance of 100.0 feet to a point; running thence north 56 degrees 8 minutes 40 seconds east along the south line of the right-of-way of said Cascade Road a distance of 100.0 feet to a point; running thence north 64 degrees 39 minutes 40 seconds east along the south line of the right-of-way of said Cascade Road a distance of 100.0 feet to a point; running thence north 73 degrees 59 minutes 4 seconds east along the south line of the right-of-way of said Cascade Road a distance of 100.0 feet to a point; running thence north 78 degrees 40 minutes 20 seconds east along the south line of the right-of-way of said Cascade Road a distance of 100.0 feet to a point; running thence north 82 degrees 42 minutes 40 seconds east along the south line of the right-of-way of said Cascade Road a distance of 85.45 feet to an iron pin found; running thence south 1 degree 25 minutes 32 seconds east a distance of 941.62 feet to an iron pin found on the south line of said Land Lot 81 (being the north line of said Land Lot 80); running thence north 88 degrees 46 minutes 20 seconds east along the south line of said Land Lot 81 (being the north line of said Land Lot 80) a distance of 136.0 feet to an iron pin found; running thence south 1 degree 31 minutes 50 seconds west a distance of 2,960.67 feet to an iron pin found; running thence south 89 degrees 51 minutes 54 seconds west along the south line of said Land Lot 80 (being the north line of Land Lot 79 of said District) a distance of 1,499.76 feet to an iron pin found at the corner common to said Land Lots 79, 80 and 90 and Land Lot 91 of said

District; running thence south 89 degrees 44 minutes 33 seconds west along the south line of said Land Lot 90 (being the north line of said Land Lot 91) a distance of 500.70 feet to an iron pin found; running thence north 70 degrees 30 minutes west a distance of 110.10 feet to a point on the north line of the right-of-way of Binford Place (being a 50-foot right-of-way); running thence south 88 degrees 59 minutes 20 seconds west along the north line of the right-of-way of said Binford Place a distance of 893.0 feet to an iron pin placed; running thence north 0 degrees 3 minutes 10 seconds east a distance of 1,150.91 feet to an iron pin found; running thence south 89 degrees 27 minutes 35 seconds east a distance of 1,476.29 feet to an iron pin found on the west line of said Land Lot 80 (being the east line of said Land Lot 90); running thence north 0 degrees 12 minutes 33 seconds east along the west line of said land lot 80 (being the east line of said Land Lot 90) a distance of 1,650.83 feet to the point of beginning: being 160.30 acres as shown on blueprint of survey to which reference is made, entitled "Property located in Land Lots 80, 81 and 90 -- 14th District Fulton Co., Ga.", prepared by Milton R. Lemon, Registered Land Surveyor, dated December 19., 1968, attached as Exhibit "A" to, and recorded with, the Warranty Deed made December 31, 1968 between Carlo Woods, Inc. and Crow, Pope & Carter Construction Company, Inc., and appearing of record in Deed Book 5007, beginning at Page 229 in the Office of the Clerk of the Superior Court of Fulton County, Georgia.

LESS AND EXCEPT any portion of the above-described property which lies within the rights-of-way of said Binford Place, and said Cascade Road, as shown on said blueprint of survey.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Approval Of A Resolution Authorizing The Fire Chief, On Behalf Of The City Of South Fulton, To Accept A Donation Of One Thousand Dollars And Zero Cents (\$1,000.00) From OMNITRAX, INC On Behalf Of Owens Corning For Fire Department Driver Safety

DATE: May 23, 2023

SUBJECT: Request Approval Of A Resolution Authorizing The Fire Chief, On Behalf Of The City Of South Fulton, To Accept A Donation Of One Thousand Dollars And Zero Cents (\$1,000.00) From OMNITRAX, INC On Behalf Of Owens Corning For Fire Department Driver Safety

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
2023 Resolution OmniTRAX donation resolution	Cover Memo	5/20/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2023-_____

A RESOLUTION BY THE CITY OF SOUTH FULTON CITY COUNCIL AUTHORIZING THE FIRE CHIEF, ON BEHALF OF THE CITY OF SOUTH FULTON, TO ACCEPT A DONATION OF ONE THOUSAND DOLLARS AND ZERO CENTS (\$1,000.00) FROM OMNITRAX, INC ON BEHALF OF OWENS CORNING; TO AUTHORIZE THE USE OF THE FUNDS BY THE SOUTH FULTON FIRE AND RESCUE DEPARTMENT; AND FOR OTHER PURPOSES.

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

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

WHEREAS, OmniTRAX, Inc. is a transportation and transportation infrastructure holding company based in Denver, Colorado, in the United States; and

WHEREAS, OmniTRAX, Inc. provide grants to various entities, and made a grant to Owens Corning, which has expressed an intent to pass a portion of that grant to the City of South Fulton Fire & Rescue Department; and

WHEREAS, the amount of the donation is one thousand dollars and zero cents (\$1,000.00); and

WHEREAS, pursuant to Section 1.12(14) of the South Fulton City Charter, the City is authorized to accept donations from any source for any purpose related to the powers and duties of the City and the general welfare of its citizens, on such terms and conditions as the grantor may impose; and

WHEREAS, it is desirable and in the best interests of the City to accept the donation from OmniTRAX, Inc.

THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY RESOLVES as follows:

Section 1. In accordance with Section 1-1.12(14) of the South Fulton City Charter, the Mayor's designee, the Fire Chief of the City of South Fulton Fire and Rescue Department, is authorized to accept a donation of One Thousand Dollars and Zero Cents (\$1,000.00), from OmniTRAX, Inc.

Section 2. That the donated funds are to be utilized by the City of South Fulton Fire and Rescue Department at the discretion of the Fire Chief.

Section 3. That all resolution and parts of resolutions in conflict with this resolution are hereby waived to the extent of the conflict.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Approval of Payment to DOVE Mailing Services in the amount of \$33,599.59

DATE: May 23, 2023

SUBJECT: Request Approval of Payment to DOVE Mailing Services in the amount of \$33,599.59

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Approval to purchase one (1) F350 pickup truck from Wade Ford for mobile vehicle maintenance services to the Community Risk Reduction Division in an amount not to exceed \$49,295 to be funded from the Fire Capital fund

DATE: May 23, 2023

SUBJECT: Request Approval to purchase one (1) F350 pickup truck from Wade Ford for mobile vehicle maintenance services to the Community Risk Reduction Division in an amount not to exceed \$49,295 to be funded from the Fire Capital fund

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Decision Memo - Request to Purchase F350 Support Vehicle	Cover Memo	5/20/2023

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

THROUGH: Donald Toms
Assistant City Manager

FROM: Chad Jones *Chad C. Jones*
Fire Chief

DATE: May 15, 2023

SUBJECT: Approval of purchase – F350 Support Vehicle

Background:

The City of South Fulton Fire Rescue Department request to purchase one (1) F350 pick-up truck for the Community Risk Reduction Division from Wade Ford. The vehicle will be assigned to the Fleet Manager. This vehicle will help in delivering mobile vehicle maintenance services to our fleet. If approved, the vehicle will be purchased through the Statewide contract (99999-SPFD-ES40199373-009S) . The total purchase shall not exceed \$63,795.00 and funds are available in fund: 351-3520-54-2200.

Decision Needed:

The South Fulton Fire and Rescue Department request City Council approval to purchase one (1) F-350 from Wade Ford under a Statewide Contact in the amount not to exceed \$63,795.00.

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



Prepared by: Roger Moore

05/12/2023

Wade Ford, Inc. | 3860 South Cobb Drive Smyrna Georgia | 30080

2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$46,665.00
Options	\$735.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,895.00
Subtotal	\$49,295.00

Pre-Tax Adjustments

Code	Description	MSRP
Body	8 Ft utility body	\$14,500.00
Total		\$63,795.00

Customer Signature

Acceptance Date



2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

Price Level: 340



Client Proposal

Prepared by:

Roger Moore

Date: 05/12/2023





Prepared by: Roger Moore

05/12/2023

Wade Ford, Inc. | 3860 South Cobb Drive Smyrna Georgia | 30080

2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)**As Configured Vehicle**

Code	Description	MSRP
Base Vehicle		
F3E	Base Vehicle Price (F3E)	\$46,665.00
Packages		
630A	Order Code 630A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail. - Electronic-Locking w/4.30 Axle Ratio - GVWR: 10,500 lb Payload Package - Tires: LT275/65Rx18E BSW A/S Spare may not be the same as the road tire. - Wheels: 18" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.	N/C
Powertrain		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
44G	Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail.	Included
X4M	Electronic-Locking w/4.30 Axle Ratio	Included
STDGV	GVWR: 10,500 lb Payload Package	Included
Wheels & Tires		
TCH	Tires: LT275/65Rx18E BSW A/S Spare may not be the same as the road tire.	Included
64F	Wheels: 18" Argent Painted Steel Includes painted hub covers/center ornaments.	Included
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Roger Moore

05/12/2023

Wade Ford, Inc. | 3860 South Cobb Drive Smyrna Georgia | 30080

2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

As Configured Vehicle (cont'd)

Code	Description	MSRP
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Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.

Other Options

PAINT	Monotone Paint Application	STD
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included
	<i>Includes:</i> - SYNC 4 Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>	
18B	Platform Running Boards	\$320.00
59H	Center High-Mounted Stop Lamp (CHMSL)	N/C
153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.	N/C
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
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Emissions

425	50-State Emissions System	STD
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Exterior Color

Z1_01	Oxford White	N/C
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Roger Moore

05/12/2023

Wade Ford, Inc. | 3860 South Cobb Drive Smyrna Georgia | 30080

2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

As Configured Vehicle (cont'd)

Code	Description	MSRP
Interior Color		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
SUBTOTAL		\$47,400.00
Destination Charge		\$1,895.00
TOTAL		\$49,295.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Roger Moore

05/12/2023

Wade Ford, Inc. | 3860 South Cobb Drive Smyrna Georgia | 30080

2023 F-350 Chassis 4x2 SD Regular Cab 145" WB SRW XL (F3E)

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Consent Agenda: CONTRACTS AND AGREEMENTS Request Approval Of A Resolution Authorizing The City To Participate In The National League Of Cities Service Line Warranty Program; Enter Into An Agreement With HOMESERVE USA, INC. To Provide An Optional, Lateral Water And Sewer Line Warranty Coverage For City Property Owners.

DATE: May 23, 2023

SUBJECT: Consent Agenda: CONTRACTS AND AGREEMENTS Request Approval Of A Resolution Authorizing The City To Participate In The National League Of Cities Service Line Warranty Program; Enter Into An Agreement With HOMESERVE USA, INC. To Provide An Optional, Lateral Water And Sewer Line Warranty Coverage For City Property Owners.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Service Line Warranty Line Program	Cover Memo	5/20/2023

A RESOLUTION AUTHORIZING THE CITY TO PARTICIPATE IN THE NATIONAL LEAGUE OF CITIES SERVICE LINE WARRANTY PROGRAM; ENTER INTO AN AGREEMENT WITH HOMESERVE USA, INC. TO PROVIDE AN OPTIONAL, LATERAL WATER AND SEWER LINE WARRANTY COVERAGE FOR CITY PROPERTY OWNERS, AND FOR OTHER LAWFUL PURPOSES

(Councilmember Rowell)

WHEREAS, customers of the City are responsible for the maintenance and repair of water and sewer lines that are on their property and under portions of the utility's right of way; and

WHEREAS, water and sewer lines on private property can vary widely in age and condition, resulting in substantial cost to residents when there is a malfunction of these lines on residential property; and

WHEREAS, the National League of Cities ("NLC") has introduced the NLC SLWP as a resource for residential property owners to obtain warranties to cover water and sewer line repair or maintenance; and

WHEREAS, over 1,300 cities nationwide are currently participating in this optional education and awareness program for homeowners, including the Cities of Los Angeles, Salt Lake City, Baltimore, Louisville, Arlington, San Diego, Las Vegas, Kansas City, Phoenix, Mesa, Tempe, El Paso, Charlotte, Tulsa, Madison and Dayton; and

WHEREAS, the program has invested more than \$2 Billion over the last five years in repairing citizens lateral water and sewer lines; and

WHEREAS, the City recognizes the need for city homeowners to have access to various tools to reduce the costs of their water and sewer line repairs and maintenance due to aging infrastructure, lead pipe service lines, and want to bring the NLC SLWP to the attention of utility customers; and

WHEREAS, the City has agreed to provide NLC SLWP with a limited license to use the City's trademark on pre-approved letters to alert City residents of the availability of the sewer and water service line warranty program; and

WHEREAS, a public purpose is being served by the city through the use of the city logo for education and awareness, water conservation, public health and safety, reduced staff time, etc.

WHEREAS, NLC SLWP will set up (and fund) via ongoing annual contributions, a low-income homeowner assistance program for the residents of the City; and

WHEREAS, this Resolution is in the best interest of the City

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES as follows:

Section 1. The City Manager is authorized to enter into an agreement with HomeServe USA, Inc d/b/a Service Line Warranties of America (NLC SLWP), to license the use of the city or utility trademark on four to six letters per year in an effort to make the homeowners of City, aware of the optional National League of Cities Service Line Warranty Program, for a period of three (3) years, with multiple one-year renewal options.

Section 2. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes. The final version of all resolutions shall be filed with the City Clerk.

Section 3. All resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 4. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Approval to submit an application in the amount of \$20,869.00 to apply for a grant to EPD for illegally dumped tires at 2999 Butner Road to be funded out of the Blighted Property Fund.

DATE: May 23, 2023

SUBJECT: Request Approval to submit an application in the amount of \$20,869.00 to apply for a grant to EPD for illegally dumped tires at 2999 Butner Road to be funded out of the Blighted Property Fund.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenda Item Summary 5.12.23b code enforcement	Cover Memo	5/20/2023
EPD Grant code enforcement	Cover Memo	5/20/2023
Star Tire Documentation Final code enforcement	Cover Memo	5/20/2023

Local Government Scrap Tire Abatement Reimbursement Program Agreement

Tire Dump Project: 23-ST-060-016

This Reimbursement Agreement (hereafter, "AGREEMENT") authorizes the City of South Fulton (hereafter, "LOCAL GOVERNMENT") to proceed with the implementation of the scrap tire abatement project as described in the above referenced PROJECT application.

The Environmental Protection Division (hereafter, "EPD") agrees to reimburse the LOCAL GOVERNMENT up to \$20,869 for the scrap tire abatement project as described in the above referenced PROJECT application. Any changes in the scope and/or increases in the estimated cost of implementing the PROJECT must be approved by EPD in writing prior to implementing or incurring them. The parties agree that any electronic signatures on this Contract constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1 *et seq.*

The LOCAL GOVERNMENT agrees to begin removal of the scrap tires within 90 days of the date of this agreement and to submit a request for reimbursement to EPD within 30 days of completing the PROJECT. This agreement will terminate the earlier of 12 months from the date signed by the EPD Director or 90 days after completion of the project.

Requests for reimbursement must include:

- A completed final report form (available from epd.georgia.gov/star-program) signed by the authorized local government representative that includes the certification statement, "I certify that all abatement activities required in the agreed upon contract and any amendments thereto contracts for this project have been carried out in accordance with the documented application, as well as all applicable federal, state and local laws, rules and regulations. I am aware that there are significant penalties for knowingly violating these and/or submitting false information, including fines, loss of certification or licensure, and imprisonment."
- A minimum of three digital images that are at least 300 dpi, no larger than 5 MB, and in one of the following formats: JPG, PNG, TIF (one each taken before, during, and after cleanup)
- An itemized list of expenses
- A description of any problems encountered and how they were handled
- The number of volunteers participating (if applicable)
- The names and permit/approval numbers of carriers and processors used, if different from those in the application
- Copies of all itemized contractor invoices showing number and/or tons of tires removed by type (passenger, truck, other)
- Copies of all checks showing amount paid to each contractor
- Copies of all transportation manifests and weight tickets

ENVIRONMENTAL PROTECTION DIVISION

BY:

Richard E. Dunn
Director

Date

CITY OF SOUTH FULTON

BY:

ATTEST:

Signature

Signature

Print Name

Title

Date

Hero's Tires & Recycling

3206 Martin Luther King Junior Drive Southwest
Atlanta, GA 30311 US
+1 6785420112
atl@herostires.com
http://www.herostires.com



Estimate

ADDRESS	SHIP TO	ESTIMATE	1027
GiGi	GiGi	DATE	04/03/2023
City of South Fulton	City of South Fulton		
SITE: 2999 BUTNER RD	SITE 2999 BUTNER RD		

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Scrap Tire Removal & Recycling	\$4.92 per tire no matter the size Estimate 3200 total tires Cost includes removal, transportation and disposal	3,200	4.92	15,744.00
	Labor	Includes all Labor cost for the entire job	1	2,250.00	2,250.00
	Tree removal	Tree removal required to make a path to access tires	1	2,875.00	2,875.00

Estimate 3200 total tires	SUBTOTAL	20,869.00
Cost includes removal, transportation and disposal	TAX	0.00
We applied a \$1.08 discount per tire and waive our fuel fee for this project.		
	TOTAL	\$20,869.00

Accepted By

Accepted Date

April 17, 2023

Loni Doster & Gail Cochran Johnson/Revocable Trust

190 Bayberry Run, Fayetteville, Ga 30214

Fayetteville, GA 30214

Re: Case No: CE-2022-12-015000

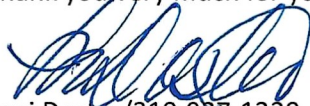
Location: 0 Butner Rd. South Fulton, GA 30331

Dear Brian Morris/ Fulton County, Code Enforcement,

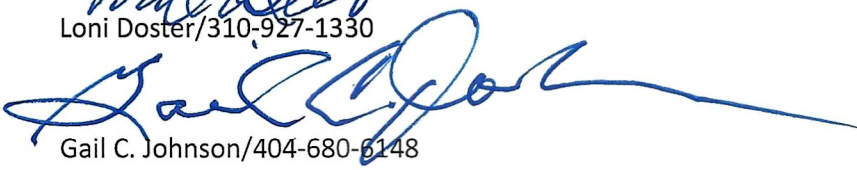
We are giving you and your staff permission to enter our property located at 0 Butner Rd.; the above referenced location to remove the tires that were illegally dumped on our property and without our knowledge. Please note that we are financially unable to cover the cost of the removal of the tires.

Thank you so much for your help and assistance. Please feel free to contact us if you need any additional information.

Thank you very much for your assistance.



Loni Doster/310-927-1330



Gail C. Johnson/404-680-6148



City of South Fulton
Community Development Services
Office of Code Enforcement
5565 Stonewall Tell Rd South Fulton GA 30349

NOTICE OF VIOLATION

This Notice of Violation serves as an **OFFICIAL WARNING** to correct the violation(s) before being subject to an administrative citation and fine.

Case Number: CE-2022-12-015000

Owner: LOSTER LONI & GAIL COCHRAN JOHNSON REVOCABLE TRUST THE

Owner Address: 190 BAYBERRY RUN

Notice Issued Date: 12/15/2022

Address / Location: 0 BUTNER RD, South Fulton, GA 30331

Code Violations:

 Code Enforcement

Accumulation of rubbish or garbage [IPMC-308.1]

All rubbish or garbage must be removed from property and properly disposed

**Directions for
resolution:**

Remove tires and trash from property

**Deadline for
resolution:**

12/24/2022

Failure to comply with this NOTICE before inspection may result in the issuance of a court summons by which fines and incarceration not to exceed \$1,000.00 per day, per violation, and up to (60) days in jail may be imposed against you. Please feel free to contact me with any questions.

Brian Morris

470-809-7226



0 0 0 0 mi

Date: 3/10/2023
Map Size: 8.5x11 (LETTER)



2022 Butner Rd





GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Council Approval to enter into an agreement with Fulton County Public Schools on behalf of McNair Middle Schools for mutual use of facilities and grounds by both the City and Fulton County Public Schools

DATE: May 23, 2023

SUBJECT: Request Council Approval to enter into an agreement with Fulton County Public Schools on behalf of McNair Middle Schools for mutual use of facilities and grounds by both the City and Fulton County Public Schools

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
IGA- Fulton County Public Schools	Cover Memo	5/20/2023



This Agreement is entered into on July 1, 2023, by and between the City of South Fulton, hereinafter referred to as the "City," and the Fulton County Public Schools, hereinafter referred to as "FCPS," on behalf of McNair Middle School.

Purpose: The purpose of this Agreement is to outline the terms and conditions of the mutual use of facilities and grounds by both the City of South Fulton and the Fulton County Public Schools.

1. Use of Facilities:

The City of South Fulton has been granted permission to utilize the facilities and grounds of FCPS, including the track and gymnasium at McNair Middle School, subject to the approval of FCPS. As a condition of this Agreement, the City must provide FCPS with a list of dates when they intend to use the facility. This information is necessary to ensure that the facilities are not overbooked and that all users have equal access to the resources provided by FCPS.

2. Terms of Service

As part of the Agreement to use the McNair Track, the City has agreed to provide certain services. Specifically, they will be responsible for maintaining the upkeep of the track, including cutting the grass around the track. In addition, the City will pay FCPS for a custodian to open and close the facility when the Parks department is utilizing the gymnasium. Payment is on an hourly basis. These services are in exchange for allowing Parks to use the track and gym for various activities and events.

3. Liability:

Each party shall be responsible for any damage or injury that may occur as a result of their use of facilities and grounds. Each party shall maintain insurance coverage to protect against any such liability.

4. Term:

This Agreement shall remain in effect for 3 years from the effective date, unless terminated earlier by either party upon 30 day written notice to the other party.

5. Termination:

Either party may terminate this Agreement at any time, with or without cause, upon 30 -day written notice to the other party.

6. Amendment:

This Agreement may be amended by mutual written agreement of both parties.

7. Governing Law:

This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

8. Entire Agreement:

This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this agreement.

9. Signatures:

This Agreement shall be executed in duplicate, and each party shall retain one original. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Signed and executed by:

City of South Fulton:

Interim City Manager _____ Date _____

Director DPRCA _____ Date _____

Clerk _____ Date _____

Fulton County Public Schools:

Name _____ Title _____

Date _____

Name _____ Title _____

Date _____

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Approval to purchase three (3) Rescue vehicles from Ten-8, for the total amount of \$869,671 utilizing the Fire Capital account

DATE: May 23, 2023

SUBJECT: Request Approval to purchase three (3) Rescue vehicles from Ten-8, for the total amount of \$869,671 utilizing the Fire Capital account

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Decision Memo - Purchase of Rescue Vehicels	Cover Memo	5/20/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager



REVIEW AND APPROVAL ROUTING SHEET

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

Parties Consulted:

Initials

Date

☐ City Attorney/General Counsel

Legal issues have been addressed

☒ Assistant City Manager

Complies with operational processes and guidelines.

☒ Finance Director

Funds are available and complies with fiscal guidelines.

☐ Information Technology Director

When Information Technology issues are involved

☐ Program & Performance Manager

Complies with Division/programmatic processes

☐ Communications Director

Complies with Division/programmatic processes

☐ Parks & Recreation Director

Complies with Division/programmatic processes

☐ Destination South Fulton Director

Complies with Division/programmatic processes

☐ DCDRA Director

Complies with Division/programmatic processes

☐ Human Resources Director

Complies with HR policies and procedures; positions are budgeted

☒ Public Safety

Complies with Division/programmatic processes. Specify Fire or Police

☐ Public Works Director

Complies with Division/programmatic processes

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

Complies with Division/programmatic processes. Specify Area

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

Complies with Division/programmatic processes. Specify Area

City Manager's Decision:

Approved ☐

Disapproved ☐

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

City Manager's Comments:

City Manager's Signature

Date

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

SHARON SUBADAN
INTERIM CITY MANAGER



CHAD C. JONES
FIRE CHIEF

DECISION MEMO

TO: Sharon Subadan
Interim City Manager

THROUGH: Donald Toms
Assistant City Manager

FROM: Chad C. Jones *Chad C. Jones*
Fire Chief

DATE: May 3, 2023

SUBJECT: Fire Apparatus Purchase- Rescues (3)

Background:

In the FY 2023 budget was approved to purchase 3 Rescues to assist with our emergency medical services and improve response times and services. We have selected Ten-8 through the HGAC cooperative purchasing. The cost is \$289,890.33 each for a total of \$869,671. The estimated time for delivery is 7 months.

The items are budgeted for in our FY 24 Capital line item 350-3520-54-2200.

Decision Needed:

We are requesting approval to move forward.

Decision: **Approved** ☒ **Disapproved** ☐

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

Comments:

Signature

Date



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract
No.:

AM10-20

Date
Prepared:

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of South Fulton	Contractor:	Ten-8
Contact Person:		Prepared By:	David Bartley
Phone:		Phone:	407-618-3140
Fax:		Fax:	
Email:		Email:	dbartley@ten8fire.com

Product Code:	AM20EA23	Description:	Type 1 CCL150"Lx96"Wx68" H
---------------	----------	--------------	----------------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 167437

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
D-4 Liquid Spring Suspension	15432	D-223 Shoreline inlet 20 A auto eject	713
D-14 Wheel Simulators Chrome finish	507	D-232 Inverter Zantrex	2997
D-21 Additional Air Compressor	7950	D-240 Auxillary Front wall Condenser	3284
D-24 aluminum interior cabinets painted	9703	D-259 Stryker Powerload System	30864
D-30 72" interior headroom	1774	D262- Stryker Power Stretcher	27714
D-39 Power door locks - Module	1497	D314- Rear Chevron High Visibility	4495
D-70 LED compartment lights	1865	D316 Custom Graphics	5933
D-76 Lonplate flooring	703		
D-89 Add CPR seat	1163		
D-108 Glove Butler curbside	816		
D-191 LED Scene and Load Lights	4710		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	122120

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C):

Quantity Ordered:	3	X Subtotal of A + B + C:	289557	=	Subtotal D:	868671
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	0

Delivery Date: **G. Total Purchase Price (D+E+F):** 869671



Equipment Proposal

Proposal # 42423

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: **April 24, 2023** ("Proposal Date")

Customer: **City of South Fulton** ("Customer")

Customer Address: **5440 Fulton Industrial Blvd South Fulton, GA 30336**

Qty	Product Description & Options	Price
3	Three (3) 2023 Ford F-350 Diesel 4x2 Crestline ambulances Per HGAC contract AM10-20 Ambulances, EMS, and other special Service vehicles ItemAM20EA23 @ \$289,890.33 each	\$869,671
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		
Total:		\$869,671

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 7 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: _____

Unless accepted within **15** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: _____

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By: *David Bartley*

Title: **Authorized Sales Representative**

Print: **David Bartley**

Date: **4/24/23**

EXHIBIT B
WARRANTY

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.
3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Approval to purchase two (2) Fire Engines and two (2) Fire Aerials from Marion Body Works via financing with Community Leasing Partners. The total cost for the Engines will be \$1,677,390 @ 4.19% over 7 years and the total cost for the Aerials will be \$3,650,988 @ 3.97% over 7 years utilizing the Fire Capital account.

DATE: May 23, 2023

SUBJECT: Request Approval to purchase two (2) Fire Engines and two (2) Fire Aerials from Marion Body Works via financing with Community Leasing Partners. The total cost for the Engines will be \$1,677,390 @ 4.19% over 7 years and the total cost for the Aerials will be \$3,650,988 @ 3.97% over 7 years utilizing the Fire Capital account.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Decision Memo - Purchase of Fire Engines & Aerials	Cover Memo	5/20/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager



REVIEW AND APPROVAL ROUTING SHEET

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

Parties Consulted:

Initials

Date

☐ **City Attorney/General Counsel**

Legal issues have been addressed

☐ **Assistant City Manager**

Complies with operational processes and guidelines.

☐ **Finance Director**

Funds are available and complies with fiscal guidelines.

☐ **Information Technology Director**

When Information Technology issues are involved

☐ **Program & Performance Manager**

Complies with Division/programmatic processes

☐ **Communications Director**

Complies with Division/programmatic processes

☐ **Parks & Recreation Director**

Complies with Division/programmatic processes

☐ **Destination South Fulton Director**

Complies with Division/programmatic processes

☐ **DCDRA Director**

Complies with Division/programmatic processes

☐ **Human Resources Director**

Complies with HR policies and procedures; positions are budgeted

☒ **Public Safety**

Complies with Division/programmatic processes. Specify Fire or Police

☐ **Public Works Director**

Complies with Division/programmatic processes

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

Complies with Division/programmatic processes. Specify Area

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

Complies with Division/programmatic processes. Specify Area

City Manager's Decision:

Approved ☐

Disapproved ☐

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

City Manager's Comments:

City Manager's Signature

Date

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

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

THROUGH: Donald Toms
Assistant City Manager

FROM: Chad C. Jones *Chad C. Jones*
Fire Chief

DATE: May 3, 2023

SUBJECT: Fire Apparatus Purchase- Engine and Aerial

Background:

In the FY 2023 budget was to purchase 2 Fire Engines and 2 Fire Aerials. Fire assisted procurement with an RFP process #23-06 and Marion was selected as the vendor.

Following our apparatus upgrade and replacement plan we need to purchase this apparatus. The estimated time to purchase, build, and deliver the Engines is 14-16 months. The estimated time to purchase, build, and deliver an Aerial is 18-24 months. These apparatuses would be financed using Community Leasing Partners, who quoted the lowest percentage of the four options. The total cost for the engines would be \$1,677,390.00, 4.19% over 7 years. The Aerial's total cost would be \$3,650,988 @ 3.97% over 7 years.

The payments are estimated to start in FY 2025. Fire has a line item in Capital for payments- 350-3520-54-2200

Decision Needed:

We are requesting approval to move forward.

Decision: **Approved** ☐ **Disapproved** ☐

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

Comments:

Signature

Date



EMERGENCY VEHICLE SALES CONTRACT
05/08/2023

BUYER:

City of South Fulton
5440 Fulton Industrial Blvd, S.W. Atlanta
GA 30306

SELLER:

Marion Body Works, Inc.
211 W. Ramsdell Street
P.O. Box 500
Marion, WI 54950

1. AGREEMENT TO SELL AND TO PURCHASE

The seller (referred to as MARION) agrees to sell and buyer (referred to as BUYER) agree to purchase the following apparatus and equipment according to the RFP# 23-06 Marion proposal Custom Triple combination Rescue Style pumper which are a part of this contract under the conditions that the vehicle description.

DESCRIPTION OF APPARATUS AND EQUIPMENT

PRICE

Two (2) Marion Triple Combination Rescue Style Pumper, 1500 GPM / 500-gal tank with 30-gal foam, two stage Waterous full body pump / on Custom Spartan, 500 HP 12-liter, Gladiator 4 door, 10" raised roof and 2-year chassis warranty. Per the Marion proposal /specifications RFP # 23-06

Price, F.O.B. Marion, WI Excluding All Federal, State and Local Taxes **each unit price \$838,695.00**

TWO (2) units TOTAL PRICE

Total Price, F.O.B. Marion, WI Excluding All Federal, State and Local Taxes **\$1,677,390.00**

In case of any conflict between BUYER'S specifications used for all bidders and SELLER'S proposal specifications, SELLER'S specifications will apply. Any sales representative supplied items included above are detailed on Appendix A which is a part of this contract.

2. CONFORMANCE TO NFPA STANDARDS

It is the policy of SELLER to manufacture in accordance with all applicable NFPA standards. This contract conforms to all known such standards as of the date of acceptance by SELLER. Any increased costs incurred by SELLER because of future NFPA standards issued during the manufacture of this emergency vehicle will be passed on to BUYER as an addition to the price set forth in #1 above.

3. COMPLETION ESTIMATE PUMPERS

CALENDAR Months

Estimated total calendar days for completion after
Marion acceptance of signed contract

425-486

Above estimate based on timely (usually 30 days) approval by you of submitted drawings and specifications, timely receipt of the chassis, and any events beyond the reasonable control of Marion.



EMERGENCY VEHICLE SALES CONTRACT

05/08/2023

BUYER:

City of South Fulton
5440 Fulton Industrial Blvd, S.W. Atlanta
GA 30306

SELLER:

Marion Body Works, Inc.
211 W. Ramsdell Street
Marion, WI 54950

1. AGREEMENT TO SELL AND TO PURCHASE

The seller (referred to as MARION) agrees to sell and buyer (referred to as BUYER) agree to purchase the following apparatus and equipment according to the RFP# 23-06 Marion proposal 100ft Mid Mount platform specifications which are a part of this contract:

DESCRIPTION OF APPARATUS AND EQUIPMENT**PRICE**

Two (2) 2024 Marion / Spartan 100 ft Mid-mount Platform Aerial Apparatus No Pump. On custom Spartan 4 door flat roof, with 565 Hp 15-liter Cummins motor. Built as set forth in Marion proposal Specifications in RFP # 23-06 for City of South Fulton

Price, F.O.B. Marion Body Works, excluding all
Federal, State and Local Taxes each unit

Each unit price \$1,825,494.00

Total Price, F.O.B. Marion Body Works, excluding all
Federal, State and Local Taxes

Total Price Two Units \$3,650,988.00

In case of any conflict between BUYER'S specifications used for all bidders and SELLER'S proposal specifications, SELLER'S specifications will apply. Any sales representative supplied items included above are detailed on Appendix A which is a part of this contract.

2. CONFORMANCE TO NFPA STANDARDS

It is the policy of SELLER to manufacture in accordance with all applicable NFPA standards. This contract conforms to all known such standards as of the date of acceptance by SELLER. Any increased costs incurred by SELLER because of future NFPA standards issued during the manufacture of this emergency vehicle will be passed on to BUYER as an addition to the price set forth in #1 above.

3. COMPLETION ESTIMATE**CALENDAR DAYS**

Estimated total calendar days for completion after
Marion acceptance of signed contract

550 to 750

Above estimate based on timely (usually 30 days) approval by you of submitted drawings and specifications, timely receipt of the chassis, and any events beyond the reasonable control of Marion.

13-FRM015-001 10/24/2022 CJW



Phone: 888.777.7850
Fax: 888.777.7875
Cell: 785.313.3154
215 S. Seth Child Road
Manhattan, KS 66502
www.clpusa.net

April 24, 2023

Customer Name: South Fulton, GA

Equipment: Two 2024 Marion/Spartan 100' Mid Mount Platforms

Sales Representative: Charles Miller @ Marion

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

Option 1

Total Cost:	\$ 3,650,988.00	Payment Frequency:	Annual
Down Payment:	\$ -	First Payment:	June 1, 2025
Amount Financed:	<u>\$ 3,650,988.00</u>		
Term in Years:	7		
Payment:	\$631,706.03		
Factor:	0.173023		
Interest Rate:	3.97%		

ESCROW STRUCTURE

Escrow Funding Date June 1, 2023

Date Available	Total Available	Disbursement
April 26, 2024	\$850,000.00	Chassis
May 26, 2024	\$450,000.00	Aerial
November 22, 2024	\$2,350,988.00	Final
Total:	\$3,650,988.00	

- Interest Earnings in the escrow account have been estimated and used to reduce borrowing cost incurred by the Lessee.
- Premature disbursements or delay in funding to the escrow may result in shortage of funds needed to fulfill vendor
- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**
- The quoted interest rate is valid for 30-days from the date of the proposal. To lock in the interest rate, a credit submission would be required, and a credit approval attained within the same 30-day period. This financing is to be executed & funded within 45 days of the date of the proposal or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval and mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is non bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

Thank you for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 1-877-525-1776.

Respectively,

Blake J. Kaus

Vice President & Director of Leasing

blakekaus@clpusa.net

A Division of Community First National Bank - Member FDIC



Phone: 888.777.7850
Fax: 888.777.7875
Cell: 785.313.3154
215 S. Seth Child Road
Manhattan, KS 66502
www.clpusa.net

April 24, 2023

Customer Name: South Fulton, GA

Equipment: Two 2024 Marion/Spartan Custom Rescue Pumpers
Sales Representative: Charles Miller @ Marion

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

Option 1

Total Cost:	\$ 1,677,390.00	Payment Frequency:	Annual
Down Payment:	\$ -	First Payment:	November 1, 2024
Amount Financed:	<u>\$ 1,677,390.00</u>		
Term in Years:	7		
Payment:	\$286,514.02		
Factor:	0.170809		
Interest Rate:	4.19%		

ESCROW STRUCTURE

Escrow Funding Date: June 1, 2023

Date Available	Total Available	Disbursement
January 27, 2024	\$881,160.00	Chassis
May 26, 2024	\$796,230.00	Final
Total:	\$1,677,390.00	

- Interest Earnings in the escrow account have been estimated and used to reduce borrowing cost incurred by the Lessee.
- Premature disbursements or delay in funding to the escrow may result in shortage of funds needed to fulfill vendor
- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**
- The quoted interest rate is valid for 30-days from the date of the proposal. To lock in the interest rate, a credit submission would be required, and a credit approval attained within the same 30-day period. This financing is to be executed & funded within 45 days of the date of the proposal or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval and mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is non bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

Thank you for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 1-877-525-1776.

Respectively,
Blake J. Kaus
Vice President & Director of Leasing
blakekaus@clpusa.net

A Division of Community First National Bank - Member FDIC

Chad C. Jones

From: Wayne Gilliard
Sent: Wednesday, April 19, 2023 4:58 PM
To: Wayne Gilliard
Subject: Proposals for Two Pumps and Two Mid Mount platforms

From: Philip Potter <ppotter@gacities.com>
Sent: Wednesday, April 19, 2023 2:27 PM
To: Wayne Gilliard <wayne.gilliard@cityofsouthfultonga.gov>
Subject: RE: [External] Proposals for Two Pumps and Two Mid Mount platforms

Hi again—our best current rate is 4.25%. I am attaching payment info below for both the \$3.65 and \$1.67 million transactions. These rates are current and subject to change with the market.

I would just need the official go ahead from you to get started with the bank (although they could probably only hold the rate for 1-2 months so not sure of the expected delivery date). Thanks again, Philip

\$3,650,988 Transaction

Annual Interest Rate:	4.25%			
Years:	7			
Payments Per Year:	1			
Amount:	\$3,650,988.00			
Payment Number	Payment	Principal	Interest	Balance
1	\$613,921.71	\$458,754.72	\$155,166.99	\$3,192,233.28
2	\$613,921.71	\$478,251.80	\$135,669.91	\$2,713,981.48
3	\$613,921.71	\$498,577.50	\$115,344.21	\$2,215,403.98
4	\$613,921.71	\$519,767.04	\$94,154.67	\$1,695,636.94
5	\$613,921.71	\$541,857.14	\$72,064.57	\$1,153,779.80
6	\$613,921.71	\$564,886.07	\$49,035.64	\$588,893.73
7	\$613,921.71	\$588,893.73	\$25,027.98	\$0.00

\$1,677,390 Transaction:

Annual Interest Rate:	4.25%
Years:	7
Payments Per Year:	1
Amount:	\$1,677,390.00

Payment Number	Payment	Principal	Interest	Balance
1	\$282,056.84	\$210,767.77	\$71,289.08	\$1,466,622.23
2	\$282,056.84	\$219,725.40	\$62,331.44	\$1,246,896.84
3	\$282,056.84	\$229,063.72	\$52,993.12	\$1,017,833.11
4	\$282,056.84	\$238,798.93	\$43,257.91	\$779,034.18
5	\$282,056.84	\$248,947.89	\$33,108.95	\$530,086.29
6	\$282,056.84	\$259,528.17	\$22,528.67	\$270,558.12
7	\$282,056.84	\$270,558.12	\$11,498.72	\$0.00



Philip Potter
Financial Services Manager
Office: 678-686-6274 Fax: 678-686-6374
www.gacities.com

READER ADVISORY NOTICE: This information is intended only for the individual named above. If you received this in error, please call 404-688-0472 to notify the sender, and then delete the email without printing, copying or retransmitting it. In addition, be advised that Georgia has a very broad open records law and that your email communications with GMA may be subject to public disclosure.



April 19, 2023

To: Wayne Gilliard
Vendor: Marion Body Works Inc.
From: Angie Deming

Customer: City of South Fulton

Thanks for the opportunity to give you a quote on your latest project!

Equipment: Two (2) 2024 Marion/Spartan Rescue Style Pumpers

OPTION 1 1 Interest Only Payment with 6 Regular Payments

Unit Cost:	\$ 1,677,390.00	Term in Years:	<u>7</u>
Down Payment:	\$ 0.00	1 Interest Only Payment:	\$ 79,743.12
Net Financed:	<u>\$ 1,677,390.00</u>	6 Regular Payments:	\$ 327,879.81
Payment Frequency:	Annual	APR:	4.75%
Estimated Closing Date:	May, 2023		
First Payment Date:	May, 2024		

OPTION 2 1 Interest Only Payment with 7 Regular Payments

Unit Cost:	\$ 1,677,390.00	Term in Years:	<u>8</u>
Down Payment:	\$ 0.00	1 Interest Only Payment:	\$ 79,407.64
Net Financed:	<u>\$ 1,677,390.00</u>	7 Regular Payments:	\$ 287,098.00
Payment Frequency:	Annual	APR:	4.73%
Estimated Closing Date:	May, 2023		
First Payment Date:	May, 2024		

Delivery Date: 14-18 Months

- * To qualify for the quoted rates, audited financial statements required.
- * This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- * Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,
Republic First National Corporation

Angie Deming
angie@rfrnline.com

"Our Experts, Your Needs, Financing Done Right"



April 19, 2023

To: Wayne Gilliard
Vendor: Marion Body Works Inc.
From: Angie Deming

Customer: City of South Fulton

Thanks for the opportunity to give you a quote on your latest project!

Equipment: Two (2) 2024 Marion/Spartan 100' Mid-Mount Platform Aerials

OPTION 1 1 & 2 Year Interest Only Payments with 5 Regular Payments

Unit Cost:	\$ 3,650,988.00	Term in Years:	<u>7</u>
Down Payment:	\$ 0.00	2 Interest Only Payments:	\$ 173,567.97
Net Financed:	<u>\$ 3,650,988.00</u>	5 Regular Payments:	\$ 837,559.88
Payment Frequency:	Annual	APR:	4.75%
Estimated Closing Date:	May, 2023		
First Payment Date:	May, 2024		

OPTION 2 1 & 2 Year Interest Only Payments with 7 Regular Payments

Unit Cost:	\$ 3,650,988.00	Term in Years:	<u>9</u>
Down Payment:	\$ 0.00	2 Interest Only Payments:	\$ 175,028.36
Net Financed:	<u>\$ 3,650,988.00</u>	7 Regular Payments:	\$ 626,260.78
Payment Frequency:	Annual	APR:	4.69%
Estimated Closing Date:	May, 2023		
First Payment Date:	May, 2024		

Delivery Date: 20-26 Months

- * To qualify for the quoted rates, audited financial statements required.
- * This is a proposal only and not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- * This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- * Lessee's total amount of tax exempt debt to be issued in this calendar year will not exceed the \$10,000,000 limit.
- * Payments and rates reflect pre-application of escrow earnings and manufacturer discounts, if any.

Sincerely,
Republic First National Corporation

Angie Deming
angie@rfrnonline.com

"Our Experts, Your Needs, Financing Done Right"



203 E. PARK AVENUE, LIBERTYVILLE, ILLINOIS 60048



847-247-0771



847-247-0772



www.taxexemptleasing.com

April 19, 2023

VIA E-MAIL: wayne.gilliard@cityofsouthfultonga.gov

Captain Wayne Gilliard
South Fulton Fire Department
5890 Plummer Road SW
South Fulton, Georgia 30336

Dear Captain Gilliard:

I am pleased to provide the following quote for City of South Fulton for the financing of two (2) new Marion/Spartan 100' Mid-Mount Platform Aerial Fire Apparatus. This quote is valid for 14 days and is subject to credit review and proper documentation.

Equipment Cost (Approximate):	\$3,650,988.00
Down Payment:	\$0.00
Financed Amount:	\$3,650,988.00
Payment Frequency:	Annual, in arrears (first payment due one year from lease date)
Term:	7-years
Rate*:	4.93%
Payment*:	\$629,363.39
Factor^:	.17238

** Rate and payment assume that the Customer is a tax-exempt entity and the purchase of the equipment falls within the type of equipment allowed as tax-exempt under the I.R.S. Code. In the event this purchase is not exempt, the rate and payments will be adjusted accordingly.*

^ Factor is based on quoted rates. If the equipment cost changes or a down payment is made, the new payment amount can be calculated by multiplying the new financed amount by the rate factor.

Note: If the equipment will require a "build-out period", the financed amount will be placed into an escrow account at lease signing and funds disbursed as instructed by the customer.

I have attached an application that must be completed in order to proceed with the credit process. In addition, we will need copies of the City's last 2-years of audited financial statements, along with a copy of its current interim financial statement. Once these items are gathered, please fax all of the information to 866-2-FAX-APP (866-232-9277) or e-mail to markz@taxexemptleasing.com.

I appreciate this opportunity and look forward to proceeding. Please let me know if I can answer any questions. I can be reached at 847-247-0771.

Kind Regards,

Mark M. Zaslavsky
President



April 19, 2023

VIA E-MAIL: wayne.gilliard@cityofsouthfultonga.gov

Captain Wayne Gilliard
South Fulton Fire Department
5890 Plummer Road SW
South Fulton, Georgia 30336

Dear Captain Gilliard:

I am pleased to provide the following quote for City of South Fulton for the financing of two (2) new Marion/Spartan Custom Rescue Pumper Fire Apparatus. This quote is valid for 14 days and is subject to credit review and proper documentation.

Equipment Cost (Approximate):	\$1,677,390.00
Down Payment:	\$0.00
Financed Amount:	\$1,677,390.00
Payment Frequency:	Annual, in arrears (first payment due one year from lease date)
Term:	7-years
Rate*:	4.93%
Payment*:	\$289,151.28
Factor^:	.17238

** Rate and payment assume that the Customer is a tax-exempt entity and the purchase of the equipment falls within the type of equipment allowed as tax-exempt under the I.R.S. Code. In the event this purchase is not exempt, the rate and payments will be adjusted accordingly.*

^ Factor is based on quoted rates. If the equipment cost changes or a down payment is made, the new payment amount can be calculated by multiplying the new financed amount by the rate factor.

Note: If the equipment will require a "build-out period", the financed amount will be placed into an escrow account at lease signing and funds disbursed as instructed by the customer.

I have attached an application that must be completed in order to proceed with the credit process. In addition, we will need copies of the City's last 2-years of audited financial statements, along with a copy of its current interim financial statement. Once these items are gathered, please fax all of the information to 866-2-FAX-APP (866-232-9277) or e-mail to markz@taxexemptleasing.com.

I appreciate this opportunity and look forward to proceeding. Please let me know if I can answer any questions. I can be reached at 847-247-0771.

Kind Regards,

Mark M. Zaslavsky
President

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Request Approval to modify the current purchase order (23-00574) for three (3)-F250 Fastlane Emergency Vehicles by adding an additional \$54,170.73 for a total dollar amount of \$385,300.47 utilizing the Fire Capital account.

DATE: May 23, 2023

SUBJECT: Request Approval to modify the current purchase order (23-00574) for three (3)-F250 Fastlane Emergency Vehicles by adding an additional \$54,170.73 for a total dollar amount of \$385,300.47 utilizing the Fire Capital account.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Fastlane Vehicle Order Packet	Cover Memo	5/20/2023
Fastlane HGAC Contract	Cover Memo	5/20/2023
Fastlane Addendum - Battalion Vehicles	Cover Memo	5/20/2023



Vehicle Production # 90818-90820

Date 3/14/2023

FASTLANE EMERGENCY VEHICLES

Vehicle Order - Final Approval Packet

Customer/Department Name: City of South Fulton
Vehicle Make/Model: 2023 Ford F-250

Total Vehicle Cost and Terms \$128,433.49 - Deposit/COD, PER VEHICLE ***Pending Final Chassis Invoice***

Final Approval Documents Included in Packet:

1. Vehicle Build Specifications	South Fulton (90818-90820) Shop Specs, dated 3/14/2023
2. Overhead Console	Fulton (90818) OHC_r2, dated 2/1/2023
3. Console	Fulton (90818) Console_r3, dated 2/6/2023
4. Cabinet	Fulton (90818) Rear Cabinet_r3, dated 2/6/2023
5. Light-bar Worksheet	N/A
6. Graphics Rendering	90818-90820_CityofSouthFulton_Rendering_r2, dated 3/2/2023
7. Pickup Cap Build	South Fulton (90818-90820) Cap Worksheet
8. Change Order	South Fulton (90818-90820) Change Order, dated 3/14/2023
9. Additional Documents	N/A

The documents included in this package have been revised and agreed upon by the customer and FastLane Emergency Vehicles. Please review all documents carefully and sign below if all specifications for your vehicle are approved. If any changes are needed, please let your sales rep know as soon as possible.

Authorized Customer Signature Wayne A. Gilliard
Customer Name Wayne A. Gilliard Date 04/12/2023

FastLane Emergency Vehicles

37241 E Richardson Lane - Purcellville, VA 20132
phone 540.338.0901 fax 540.338.0903

Job/Quote ID: Q2389

Client/Department Name: City of South Fulton

Dealer: C2 Emergency Solutions

Rep: Brendan Smith

Conversion Up-fit of a 2023 Ford F-250 4x4 SD Crew Cab SB RED - Stock NOREBATES

Which will be supplied by: FastLane

VEHICLE BUILD SPECS

Details & Specification

Date: 3/14/2023

Chassis Specifications (if supplied by FastLane)

If indicated above and vehicle is supplied by FastLane, the following specifications shall be considered "included in contract". Only specifications listed herein shall be considered inclusive. FastLane shall not be responsible for chassis specifications outside this document.

The vehicle, a 2023 F-250 4x4 SD Crew Cab SB RED - Stock NOREBATES Ford shall be supplied by FastLane.

This vehicle shall be comprised of only the following options, codes or packages:

F-250 4x4 SD Crew Cab 6.75 box 160 WB SRW XL will be ordered with the following options

Base Vehicle
W3B Base Vehicle Price

Packages
610A Order Code 610A

Powertrain
99N Engine 7.3L 2V DEVCT NA PFI V8 Gas
44G Transmission TorqShift 10-Speed Automatic
X3E Electronic-Locking w/3.73 Axle Ratio
NONGV3 GVWR 11,300 lb Payload Package

Wheels & Tires
TDX Tires LT275/70R18E BSW A/T
648 Wheels: 18 Inch Sparkle Silver Painted Cast Aluminum

Seats & Seat Trim
1 Cloth 40/20/40 Split Bench Seat

Other Options
160WB 160 Inch Wheelbase
17S STX Appearance Package
90L Power Equipment Group
473 Snow Plow Prep Package
86M Dual 78 AH Battery
67B 397 Amp Alternator
52B Trailer Brake Controller
18B Platform Running Boards
592 LED Roof Clearance Lights
85S Tough Bed Spray-In Bedliner
PAINT Monotone Paint Application
43B Fixed Rear-Window w/Defrost
924 Privacy Glass
43C 110V/400W Outlet
76S Remote Start System
66S Upfitter Switches (6)
587 Radio AM/FM Stereo w/MP3 Player
913 SYNC 3 Communications & Entertainment System

Fleet Options
76R Reverse Sensing System

Emissions
425 50-State Emissions System

Exterior Color
PQ_01 Race Red

Interior Color
1S_02 Medium Earth Gray w/Cloth 40/20/40 Split Bench Seat

ACCEPTANCE AS WRITTEN:

By Placing your initials in the space to the right as an authorized representative for Client/Department do attest to the accuracy of the information listed on this page, and confirm acceptance of the information as written.

Sales Agent Initials: _____

Client Agent Initials: _____

FastLane Emergency Vehicles

37241 E Richardson Lane - Purcellville, VA 20132
phone 540.338.0901 fax 540.338.0903

Job/Quote ID: Q2389

Client/Department Name: City of South Fulton

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Conversion Up-fit of a 2023 Ford F-250 4x4 SD Crew Cab SB RED - Stock NOREBATES

Which will be supplied by: FastLane

VEHICLE BUILD SPECS

Details & Specification

Date: 3/14/2023

Conversion/Up-Fit General Specifications

WIRING

Wiring to be automotive type meeting or exceeding SAE J1128-GXL rated for minimum of +125 degrees centigrade. All wiring to be stamped with permanent, indelible marking describing plain word function not less than 6 inches apart for the entire length of the wire. Each run to be rated for 125% the specified ampacity of the connected load. All wires to be run in split corrugated, nylon loom with minimum temperature rating of +115 degrees Centigrade. Loomed harnesses to be wire tied to frame and chassis not greater than 16 inches apart. All high voltage lines such as strobe cables and harnesses to be shielded and in independent harness from all other wires. All pass through holes cut in body of vehicle where wire harnesses travel to have standard Heyco style bushings to protect from chaffing. All holes that pass to exterior of body to have approved sealing compound to seal wires from weather.

CONNECTIONS & TERMINATIONS

All connections made within the body, away from possible weather to be standard crimp style terminals with nylon insulation. Terminals must be crimped with approved tool specific to connector being used. All exterior or engine compartment connections (made on outside vehicle cabin) to be either heat shrink crimp style or Deutsch style, sealed connector and must protect against moisture, dirt and dust, minimum rating of -40 to 120 degrees Centigrade. All ground connections made on chassis frame or body on remote appliances to utilize star (toothed) ring terminal and be coated from weather and corrosion with silicon or approved sealant. Interface to OEM wiring shall be done in accordance with body builder and up-fitter specifications. Where possible any connection to OEM wiring shall use a tee style no-cut harness or shall be soldered into place using standard no-clean flux solder. This soldered connection shall then be covered in a dual wall, polyolefin, sealant lined heat-shrink tubing and heated into place with heat gun or portable torch. Under no circumstances shall fuse taps or crimp tee-taps be used to interface with OEM wiring.

MOUNTING OF EQUIPMENT

All FastLane added equipment to be mounted in accordance to manufacturers specifications. All interior cab items to be mounted with airbag safety standards followed. Modifications to the OEM frame assembly or suspension systems are prohibited. Any modification to bumper systems must be done such that not more than 10% of the entire surface area of the bumper assembly is breeched or modified. All cuts made to any chassis or body panel must be sealed with self-galvanizing, anti rust sealer prior to equipment being mounted. All exterior hardware including screws and fasteners to be minimum of 18-8 stainless steel. All exterior lighting and thru-body equipment shall be fastened to the sheet metal of the vehicle using approved riv-nut fasteners, allowing the use of machine thread screws. The use of sheet metal screws directly into the body skin is prohibited.

POWER DISTRIBUTION (noise free power)

The main FastLane power feed is rated for 200% of total expected ampacity of the carried load. One large gauge cable run from vehicle's battery bank must be circuit protected within a minimum distance of 24 inches from power source (battery) and have the ability to be disconnected by user quickly in the event of emergency or maintenance. This protected power feed will power all FastLane added appliances and warning systems. Specified, lug style power studs will be located in vehicle console and rear cabinet (if specified) to provided clean, capable power. Additionally main ground studs shall be placed in the front console and rear cabinet (if specified) for clean, noise free central grounding of all equipment. These ground cables shall be of matching size to main power feed and be bolted to frame rails using stainless steel fasteners and coated with approved sealing compound.

ACCEPTANCE AS WRITTEN:

By Placing your initials in the space to the right as an authorized representative for Client/Department do attest to the accuracy of the information listed on this page, and confirm acceptance of the information as written.

Sales Agent Initials: _____

Client Agent Initials: _____

FastLane Emergency Vehicles

37241 E Richardson Lane - Purcellville, VA 20132
phone 540.338.0901 fax 540.338.0903

Job/Quote ID: Q2389

Client/Department Name: City of South Fulton

Dealer: C2 Emergency Solutions

Rep: Brendan Smith

Conversion Up-fit of a 2023 Ford F-250 4x4 SD Crew Cab SB RED - Stock NOREBATES

Which will be supplied by: FastLane

VEHICLE BUILD SPECS

Details & Specification

Date: 3/14/2023

Lightbars & Roof Lighting

As it is necessary to make an opening in the vehicle roof for lightbar cable(s) to be routed, proper and effective sealing of these hole(s) is of paramount importance. All wire holes through the vehicle roof will be protected with self-sealing, waterproof, hole-grommets when clearance is available (otherwise FastLane shall seal the hole using standard pliable "duct" seal agent).

FASTLANE SHALL SUPPLY/INSTALL THE FOLLOWING ITEMS:

Quantity: 1 Manufacturer: SOUNDOFF Model: EMPTC00W52

Description: 52 Inch 8 Head Rear mpower Traffic Controller (Specify Color)

Mounting Location: Roof - Rear (Back Edge) Switching/Routing: Front Switch Panel, Overhead

Special Note: Flush Mount where 3rd brake light is. Shift 3rd brake light down to hatch if needed. Red/Amber, Two Red Ends to be Brake Function.

Quantity: 1 Manufacturer: SOUNDOFF Model: ENFLB-54-T30RGW

Description: nForce 54-Inch Lightbar, with Red/Green/White Corners (base bar)

Mounting Location: Roof - Front (Over Driver's Door) Switching/Routing: Front Switch Panel, Overhead

Special Note: Green to be flashed when truck in COMMAND mode.

Quantity: 1 Manufacturer: SOUNDOFF Model: ENFLB-ALLEY

Description: Alley LED option for nForce Lightbar

Mounting Location: Lightbar Option (In Lightbar) Switching/Routing: Front Switch Panel, Overhead

Special Note:

Quantity: 7 Manufacturer: SOUNDOFF Model: ENFLB-D12RW

Description: Inboard Dual Color LED Option for nForce, Red/White

Mounting Location: Lightbar Option (In Lightbar) Switching/Routing: Front Switch Panel, Overhead

Special Note: Flash RED/WHITE in emergency mode and burn WHITE steady in front FLOOD mode. Includes white mode override for inclement weather operations.

ACCEPTANCE AS WRITTEN:

By Placing your initials in the space to the right as an authorized representative for Client/Department do attest to the accuracy of the information listed on this page, and confirm acceptance of the information as written.

Sales Agent Initials: _____

Client Agent Initials: _____

FastLane Emergency Vehicles

37241 E Richardson Lane - Purcellville, VA 20132

phone 540.338.0901 fax 540.338.0903

Job/Quote ID: Q2389

Client/Department Name: City of South Fulton

Dealer: C2 Emergency Solutions

Rep: Brendan Smith

Conversion Up-fit of a 2023 Ford F-250 4x4 SD Crew Cab SB RED - Stock NOREBATES

Which will be supplied by: FastLane

VEHICLE BUILD SPECS

Details & Specification

Date: 3/14/2023

Emergency Lighting & Signal

All strobe cable terminations will be made in accordance with the original manufacturer's recommendations, and will be performed using appropriate, proprietary tooling. Further, all connections between fixtures and cabling will be made with Packard-brand weatherproof connectors wherever the likelihood of extensive exposure to the elements exists. Finally, all strobe cable terminations at the power supply(s) are to be clearly marked to identify their destination. Recognizing that a proper functioning reverse alarm is of tremendous safety importance, said alarm is to be engineered to function irrespective of whether the FastLane electrical system is on and functioning.

FASTLANE SHALL SUPPLY/INSTALL THE FOLLOWING ITEMS:

Quantity: 1 Manufacturer: - Model: CNWHTLTOUT

Description: All Forward White Lights to Drop in Park

Mounting Location: *STD Switching/Routing: *STD

Special Note: All White Lights to drop in park as well as have a button to cancel when not in park.

Quantity: 1 Manufacturer: - Model: FP200WSIREN-DM

Description: FastPlex 200W Siren, 15 Tone Selectable, with Hands-Free, PA & Detach Mic

Mounting Location: Electrical Access Compt. Switching/Routing: Front Switch Panel, Overhead

Special Note:

Quantity: 1 Manufacturer: - Model: FPHLFlash

Description: Fastplex Headlight Flashing Option

Mounting Location: *STD Switching/Routing: Front Switch Panel, Overhead

Special Note:

Quantity: 2 Manufacturer: SOUNDOFF Model: EMPS2001D-5

Description: 4 Inch mpower Fascia with Quick Mount, Black Housing, RED/AMB/WHT (Specify Color and Function)

Mounting Location: *SEE NOTES BELOW Switching/Routing: Front Switch Panel, Overhead

Special Note: Red/White Response, White Cancel, White Scene. Do not use amber. Mount on lower front fender, just above bumper.

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FastLane Emergency Vehicles

37241 E Richardson Lane - Purcellville, VA 20132
phone 540.338.0901 fax 540.338.0903

Job/Quote ID: Q2389

Client/Department Name: City of South Fulton

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VEHICLE BUILD SPECS

Details & Specification

Date: 3/14/2023

Quantity: 4 Manufacturer: SOUND OFF Model: EMPS2001D-5

Description: 4 Inch mpower Fascia with Quick Mount, Black Housing, RED/AMB/WHT (Specify Color and Function)

Mounting Location: *SEE NOTES BELOW Switching/Routing: Front Switch Panel, Overhead

Special Note: Mount Forward and Aft of Side Cap Doors, vertical. Red/White Response, White Cancel, White Scene. Do not use amber.

Quantity: 4 Manufacturer: SOUND OFF Model: EMPS2001D-5

Description: 4 Inch mpower Fascia with Quick Mount, Black Housing, RED/AMB/WHT (Specify Color and Function)

Mounting Location: Body, Rear Switching/Routing: Front Switch Panel, Overhead

Special Note: Mount on Rear Cap, vertically on either side of liftgate. Red/White Response, White Cancel, White Scene/Reverse. Do not use amber.

Quantity: 2 Manufacturer: SOUND OFF Model: EMPS2001P-5

Description: 4 Inch mpower Fascia with Stud Mount, Black Housing, RED/AMB/WHT (Specify Color and Function)

Mounting Location: *SEE NOTES BELOW Switching/Routing: Door (Rear Open)

Special Note: Red/Amber warning, Rear Facing Lighting when hatch is open. Do not use white.

Quantity: 4 Manufacturer: SOUND OFF Model: EMPS2001P-5

Description: 4 Inch mpower Fascia with Stud Mount, Black Housing, RED/AMB/WHT (Specify Color and Function)

Mounting Location: Grill - Built-In Switching/Routing: Front Switch Panel, Overhead

Special Note: Mount in upper and lower honey comb area, Red/White Response, White Cancel, White Scene. Do not use amber.

Quantity: 2 Manufacturer: SOUND OFF Model: ESLRL6105D

Description: SL Running Light, 61-in - 5 Module, Dual Color Red/White

Mounting Location: Running Boards, Kick Space Area Switching/Routing: Front Switch Panel, Overhead

Special Note: Red White Response, White Cancel, and White Scene

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Details & Specification

Date: 3/14/2023

Quantity: 1 Manufacturer: SOUNDOFF Model: ETBASS2000
Description: reVerb 97dB Back-up Alarm, SAE J994 Type C Certified
Mounting Location: *STD Switching/Routing: Reverse w/ Mom. Cancel
Special Note:

Quantity: 2 Manufacturer: SOUNDOFF Model: PSLVBK02
Description: Mounting Kit for SL Running Light, Ford F-150 2015-2023
Mounting Location: *STD Switching/Routing: *STD
Special Note:

Quantity: 2 Manufacturer: WHELEN Model: SA315P
Description: Compact 100W Poly Siren Speaker
Mounting Location: Bumper, Front - Behind Switching/Routing: to Console
Special Note:

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Interior Items & Work Lighting

All interior items are to be mounted in approved brackets or straps and are to be secure in mounting method. Any items mounted in the cab of the vehicle are to be mounted such that they do not interfere with the normal function of the driver or driver's airbag and SRS system. Any swing arm devices mounted in the passenger area shall be delivered in the position that will not interfere with the passenger airbag system (if so equipped). It is the responsibility of the user to ensure that these devices are not adjusted, stored or moved into the path of said SRS systems.

FASTLANE SHALL SUPPLY/INSTALL THE FOLLOWING ITEMS:

Quantity: 1 Manufacturer: - Model: CSCHARGER

Description: Customer Supplied Equipment Charger (NOS)

Mounting Location: *SEE NOTES BELOW Switching/Routing: ChargeProtect

Special Note: Location TBD - Tracking Device

Quantity: 1 Manufacturer: STREAMLIGHT Model: 44451

Description: Fire Vulcan C4-LED Vehicle Mount System 12V DC, Orange

Mounting Location: *SEE NOTES BELOW Switching/Routing: ChargeProtect

Special Note: Mount at Final - Likely in Tool Box Compartment of Cap.

Quantity: 2 Manufacturer: SuperBrightLEDs Model: ORBM30-90WS-CB

Description: 30" Slim Off-Road LED Light Bars - 58W - 8,200 Lumens - Combo Beam

Mounting Location: *SEE NOTES BELOW Switching/Routing: Front Switch Panel, Overhead

Special Note: Mount on cap Sides, Centered, Just above Cap Side Access.

Quantity: 2 Manufacturer: Tecniq Model: E13-LS0R-1

Description: Silho-X 2.75 Round Neutral White/Red LED Map Light

Mounting Location: Console, Overhead Switching/Routing: *STD

Special Note:

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VEHICLE BUILD SPECS

Details & Specification

Date: 3/14/2023

Quantity: 10 Manufacturer: Techniq Model: E45-0B03-1
Description: Black Parallel Mount Screw Clip Qty 2
Mounting Location: *SEE NOTES BELOW Switching/Routing: *STD
Special Note: Clip mounts for Techniq strip lights.

Quantity: 1 Manufacturer: Techniq Model: E45-WBP10-1
Description: 60 LED Premium 47.5" Aluminum Extrusion Lamp White
Mounting Location: Liftgate, Rear - Interior Surface Switching/Routing: *STD
Special Note: To come on in park with Ignition on.

Quantity: 2 Manufacturer: Techniq Model: E45-WBP12-1
Description: 72 LED Premium 56.5" Aluminum Extrusion Lamp White
Mounting Location: *SEE NOTES BELOW Switching/Routing: *STD
Special Note: Mount in side toolbox compartments. To come on in park with Ignition on.

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Communications

The following equipment shall be installed per any and all manufacturer's recommendation. Power (12V+) supplied to this equipment shall run straight to the battery (or utilize the main FastLane noise free feed) of the vehicle on a minimum of #6 gauge cable to minimize noise. All grounds shall be common and run to chassis frame using a minimum of #6 gauge cable to minimize noise. All weather-exposed connections must be coated to prevent corrosion. Any auxiliary speakers specified by below must be installed and have power and resistance ratings matching those of the speaker outputs on the equipment. Any cable runs to these speakers longer than 24" must utilize a minimum of 18 Ga., shielded, approved speaker cable.

All listed radio equipment to be tested and operate within manufacturer's specifications prior to delivery of the vehicle described herein. The radios must be noise free (less than 10dB of spurious noise per unit) and be functional upon delivery (please note that it may not be possible to test all aspects of transmission and reception on Client's system. FastLane shall not be responsible for defects or damage to customer supplied radio equipment prior to possession by FastLane. All equipment shall be provided to FastLane, free from defects, programmed and in good working order. FastLane does not have the capability to program all makes and models of radios, therefore it shall not be the responsibility of FastLane to insure proper function of the radio systems if any radios are supplied in an un-programmed state. Further, some systems require a home signal in order to function and therefore cannot be 100% tested at the FastLane facility).

FASTLANE SHALL SUPPLY/INSTALL THE FOLLOWING ITEMS:

Quantity: 2 Manufacturer: - Model: ANT/COAXRUN

Description: Coax Pre-Wire with MOT Mount

Mounting Location: Roof - Centered Specified Frequency: *No Freq. Specified

Switching/Routing: to Rear Electrical

Special Note:

Quantity: 2 Manufacturer: - Model: CSANT

Description: Installation of Customer Supplied Antenna

Mounting Location: Roof - Centered Specified Frequency: *No Freq. Specified

Switching/Routing: to Console

Special Note: Antenna for Rocket by Utility

Quantity: 2 Manufacturer: - Model: CSRADIO

Description: Cust. Supplied Radio/Two-Way

Mounting Location: Console, Faceplate Specified Frequency: *No Freq. Specified

Switching/Routing: Ignition

Special Note: Dual Head, Primary head in console, brain in electrical enclosure.

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Details & Specification

Date: 3/14/2023

Quantity: 2 Manufacturer: - Model: CSRHEAD

Description: Customer Supplied Radio Head

Mounting Location: Cabinet, Rear RCC Area Specified Frequency: *No Freq. Specified

Switching/Routing: *STD

Special Note:

Quantity: 2 Manufacturer: - Model: CSRPC

Description: Cust. Supplied Portable Radio Charger

Mounting Location: Console, Faceplate Specified Frequency: *No Freq. Specified

Switching/Routing: ChargeProtect

Special Note:

Quantity: 1 Manufacturer: - Model: CSWIFI

Description: Installation of Customer Supplied Wi-Fi Mobile Device

Mounting Location: Console, Passenger Side Specified Frequency: *No Freq. Specified

Switching/Routing: ChargeProtect

Special Note: Rocket by Utility

Quantity: 1 Manufacturer: - Model: OHSPKRLG3

Description: Overhead Speaker in Rear Liftgate (3-5W Speakers)

Mounting Location: *SEE NOTES BELOW Specified Frequency: *No Freq. Specified

Switching/Routing: *STD

Special Note: In RCC Pull Out on Command Board

Quantity: 1 Manufacturer: BLACKBIRD Model: 42273

Description: HDMI over IP KVM Extender

Mounting Location: *SEE NOTES BELOW Specified Frequency: *No Freq. Specified

Switching/Routing: Ignition

Special Note: Extends front laptop/MDC to rear touchscreen

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VEHICLE BUILD SPECS

Details & Specification

Date: 3/14/2023

Quantity: 1 Manufacturer: ELO Model: E331799

Description: Elo 1593L - LED monitor - 15.6-inch Touch Screen

Mounting Location: Cabinet, Rear RCC Area Specified Frequency: *No Freq. Specified

Switching/Routing: *STD

Special Note:

Quantity: 1 Manufacturer: GAMBER-JOHNSON Model: 7160-0177

Description: 5" Center-Mounted Complet Pole w/ Adjustable Height

Mounting Location: *SEE NOTES BELOW Specified Frequency: *No Freq. Specified

Switching/Routing: *STD

Special Note:

Quantity: 1 Manufacturer: GAMBER-JOHNSON Model: 7160-0774

Description: TabCruzer Mini: Universal Tablet Cradle

Mounting Location: *STD Specified Frequency: *No Freq. Specified

Switching/Routing: *STD

Special Note:

Quantity: 1 Manufacturer: GAMBER-JOHNSON Model: 7170-0217

Description: Tablet Display Mount Kit, 6 Inch locking slide arm and keyboard tray

Mounting Location: *STD Specified Frequency: *No Freq. Specified

Switching/Routing: *STD

Special Note:

Quantity: 1 Manufacturer: GAMBER-JOHNSON Model: DS-138

Description: Side Mount Lower Base

Mounting Location: Console, Passenger Side Specified Frequency: *No Freq. Specified

Switching/Routing: *STD

Special Note: Mount inside console.

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Date: 3/14/2023

Quantity: 1 Manufacturer: MONOPRICE Model: 33868
Description: 8P8C RJ45 Cat6a Shielded Inline Coupler
Mounting Location: *SEE NOTES BELOW Specified Frequency: *No Freq. Specified
Switching/Routing: *STD
Special Note: Parts for Laptop to TS extension.

Quantity: 1 Manufacturer: MONOPRICE Model: 34638
Description: SlimRun Cat6 Ethernet Patch Cable, 30ft, Purple
Mounting Location: *SEE NOTES BELOW Specified Frequency: *No Freq. Specified
Switching/Routing: *STD
Special Note: Parts for Laptop to TS extension.

Quantity: 1 Manufacturer: MONOPRICE Model: 34647
Description: SlimRun Cat6 Ethernet Patch Cable, 50ft, Purple
Mounting Location: *SEE NOTES BELOW Specified Frequency: *No Freq. Specified
Switching/Routing: *STD
Special Note: Parts for Laptop to TS extension.

Quantity: 2 Manufacturer: MOTOROLA Model: HKN6167B
Description: 15 Meter Communication Cable for APX Radios
Mounting Location: *STD Specified Frequency: *No Freq. Specified
Switching/Routing: *STD
Special Note:

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Details & Specification

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Console

FastLane will provide and install a custom front console to house all necessary switching, signaling and communications controls, as well as cup holders, map books and 12-volt power-points, as specified below. The primary console construction, if fabricated by FastLane (sides, front, rear), shall be of cabinet grade "lumber core or veneer core ply material, covered in coordinating, finish as indicated below. Where map book or other slots are provided, these spaces shall also feature automotive carpeting. Whenever functions of the OEM installation are interrupted by the console such as rear radio, HVAC controls and ducting, these features shall be reintegrated into the new console (where possible). Installation of console includes mounting of all equipment listed herein for control and use by driver and passenger. FastLane reserves the right for production changes that require adjusting console appliance locations to fit according to size and use. Any mic clips will be shipped loose for installation by dealer or at time of delivery. Consoles are fastened to vehicle chassis using threaded fasteners to floor. A dashboard support may be added for stability if needed. The face surface (top) of all front consoles shall be constructed of .090 aluminum sheet(s). These faceplates will be cut to size using CNC techniques. All holes necessary in the faceplate (radios, switching, etc) will be die-cut to a maximum allowable tolerance of +/- 0.05" through the aluminum. Gaps around mounted appliances will not be tolerated and shall be deemed unacceptable. The finished product will feature rounded edges and corners to prevent injury to people or equipment. These faceplates shall be finished with a black polyester powder-coat finish, producing a textured/wrinkle, scratch resistant coating.

TYPE OF CONSOLE

FastLane Contoured ☒

FastLane Box Style ☐

None/Non-FastLane ☐

CONSOLE FINISH

Exterior Coating: Polybuild Coating

CONSOLE OPTIONS/PARTS

Included in console selected above (or in lieu of console if None Selected), FastLane shall install the following options/parts:

Quantity: 1 - - CONSOLEEXTENSION

Description: Console Extension to Rear Bench Seat

Special Note:

Quantity: 2 - - MAPSLOT

Description: Open Map Storage (one per divider)

Special Note:

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Date: 3/14/2023

Quantity: 1 - - OHCONSCNT

Description: Overhead control console to house front control panel, includes 2-LED Lights, 3-30W Speakers and rei

Special Note:

Quantity: 1 - - OHSPKR1

Description: Overhead Speaker Console, One 5W Speaker

Special Note: Mount at rear of headliner for 3rd radio in rear seat.

Quantity: 2 - - USBPP

Description: DUAL USB POWER POINT 12V DC OUTPUT 5V 2.5A MAX (OBSOLETE, DO NOT USE)

Special Note:

Quantity: 2 BECKSON - CUPHOLDER

Description: Cup Holder Oversized Marine Style

Special Note:

Quantity: 3 MARINCO - 12VPP00

Description: 12V Power Point Receptacle Cigarette Lighter Style

Special Note:

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Rear Cabinetry

This Vehicle Shall
Have a FastLane Rear Cabinet.

Installation of cabinet includes sizing and fitting to vehicle interior. FastLane shall utilize a minimum of four 3/8" diameter grade 5 carriage bolts to fasten the cabinet system to vehicle substructure or frame. Where possible cabinets shall be mounted through structural floor members such as frames or reinforcing plates; however, where mounting to body floor skin only FastLane shall utilize a minimum 4" diameter reinforced 3/16" thick steel plate for connection strength. All hardware utilized shall be rated at 150% of anticipated use and shall be coated to avoid rust and corrosion. All wood used in construction shall be lumber or veneer core ply. The cabinet shall be constructed using " LC/VC ply and be nailed, glued and screwed together at all fixed joints. All exposed edges shall be covered in a coordinating laminate or rubber edging. FastLane reserves the right for minor (cosmetic) modifications to the cabinet's design during final mounting.

Please refer to any FastLane supplied construction drawings for better illustration. However, the specifications within this document shall always supercede any illustrations, depictions or references made by any drawing, design or sketch. Equipment or installation of equipment not listed herein shall be considered for illustrative purposes only and not part of contract.

FINISH SCHEDULE

Color: Graphite Gray

The

INTERIOR

of this cabinet shall be covered using Polybuild.

The

EXTERIOR

of this cabinet shall be covered using Polybuild.

If Interior Finish above is Polybuild, all edges shall be rolled back using a " radius round and the interior coating shall be sprayed to seal against the exterior coating option listed above. In the case of other interior finish options, the exposed edges and side edges to be covered in minimum of 1/8" thick rubber bumper edge, tee-molding. All non-locking doors shall be constructed from " smoked acrylic with composite D-Ring style slam latch. All drawers shall be constructed from " VC Ply coated in gray Polybuild coating with 1/8" aluminum face coated in black powder coat finish (unless HDPE option is listed below). Drawer latches to be Southco C2 all metal panel latch using infinite adjustment feature and black matte finish.

FEATURES

Cabinet Shall Include 2 - Adjustable Shelf (each)

Special Note:

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Details & Specification

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Cabinet Shall Include 2 - Rear Cabinet Control Center

Special Note: ELO Screen and Controls

Cabinet Shall Include 1 - Command Drawer, 24" Deep

Special Note: Passenger Side

Cabinet Shall Include 1 - File Drawer Letter, 24

Special Note:

Cabinet Shall Include 2 - Sundry Drawer, 24" Deep

Special Note: Rear of Vehicle.

Cabinet Shall Include 1 - HD Simplex Pushbutton Lock, Springlatch

Special Note:

Cabinet Shall Include 10 - Dry Erase Vinyl (Per Square Foot)

Special Note: Flip UP Command Board Surface, both

Cabinet Shall Include 1 - 12V Power Point Cigarette Style Receptacle

Special Note:

Cabinet Shall Include 1 - Command Drawer Front Load Faceplate Option

Special Note: Passenger Side.

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Cabinet Shall Include 1 - Command Module Roll-Out to Include Rolling RCC

Special Note: Rear

Cabinet Shall Include 1 - Insulated Compartment (insulation only)

Special Note: Compartment for TEMPLOX Future Expansion.

Cabinet Shall Include 1 - Lateral Slide Out Command Board Extensions

Special Note: Velcro Surface to Left, Tablet Surface to Right

Cabinet Shall Include 1 - Heavy Duty Locking Drug Compartment Door (Non-Templox Compartment)

Special Note:

Cabinet Shall Include 1 - 100 Percent HD Bedslide, 2000 Pound Capacity

Special Note:

Cabinet Shall Include 1 - Fast charge Dual USB Charger, 4.8A (total)

Special Note:

Cabinet Shall Include 8 - Add Velcro to Command Board Surface for Accountability Tags (per square foot)

Special Note: For slide out wing on rear command board.

Cabinet Shall Include 2 - Seat Belt Style Strap, HD, Each

Special Note: Straps for top tent cargo storage area.

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Conversion Up-fit of a 2023 Ford F-250 4x4 SD Crew Cab SB RED - Stock NOREBATES

Which will be supplied by: FastLane

VEHICLE BUILD SPECS

Details & Specification

Date: 3/14/2023

Graphics - Lettering

FastLane shall utilize only premium cast vinyl with a minimum life rating of 3 years outdoor durability on printed and gradient materials and a minimum of 5-years outdoor durability on all other lettering and striping materials. All efforts shall be made to avoid any bubbles or contaminants in the vinyl field, however small visual imperfections in vinyl are common. While a blemish free application is desired, any blemishes that cannot be seen with the naked eye by a reasonable witness from a distance of not less than three (3) feet shall be deemed acceptable and deliverable. In an effort to conform stiff materials such as reflective vinyl around complex curves, it may be necessary to perform "slack folds" inside door jambs and behind lighting fixtures, this practice shall be performed as little as possible, however some wrinkling in the vinyl may exist in these areas.

FASTLANE SHALL SUPPLY/INSTALL THE FOLLOWING ITEMS:

Letters to read: SOUTH FULTON

Quantity: 2 /Material: SignGold 22K /Letter Size: 3 (inches) /Location: Front Doors Above Stripe

Font: Match Existing /Color: Gold /Outline Color: Black /Shadow Color: no

Special Note:

Letters to read: FIRE RESCUE

Quantity: 2 /Material: SignGold 22K /Letter Size: 3 (inches) /Location: Front Doors Above Stripe

Font: Match Existing /Color: Gold /Outline Color: Black /Shadow Color: no

Special Note:

Letters to read: BATTALION-1

Quantity: 1 /Material: SignGold 22K /Letter Size: 5 (inches) /Location: Liftgate High

Font: Match Existing /Color: Gold /Outline Color: Black /Shadow Color: no

Special Note:

Letters to read: BC-1

Quantity: 2 /Material: SignGold 22K /Letter Size: 9 (inches) /Location: Cap Side Doors, Forward

Font: Match Existing /Color: Gold /Outline Color: Black /Shadow Color: no

Special Note:

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Sales Agent Initials: _____

Client Agent Initials: _____

FastLane Emergency Vehicles

37241 E Richardson Lane - Purcellville, VA 20132

phone 540.338.0901 fax 540.338.0903

Job/Quote ID: Q2389

Client/Department Name: City of South Fulton

Dealer: C2 Emergency Solutions

Rep: Brendan Smith

Conversion Up-fit of a 2023 Ford F-250 4x4 SD Crew Cab SB RED - Stock NOREBATES

Which will be supplied by: FastLane

VEHICLE BUILD SPECS

Details & Specification

Date: 3/14/2023

Letters to read: SOUTH FULTON

Quantity: 1 /Material: SignGold 22K /Letter Size: 3 (inches) /Location: Liftgate low

Font: Match Existing /Color: Gold /Outline Color: Black /Shadow Color: no

Special Note:

Letters to read: FIRE RESCUE

Quantity: 1 /Material: SignGold 22K /Letter Size: 3 (inches) /Location: Liftgate low

Font: Match Existing /Color: Gold /Outline Color: Black /Shadow Color: no

Special Note:

Letters to read: DIAL

Quantity: 2 /Material: SignGold 22K /Letter Size: 3 (inches) /Location:

Font: Arial /Color: /Outline Color: no /Shadow Color: no

Special Note:

Letters to read: 9-1-1

Quantity: 2 /Material: SignGold 22K /Letter Size: 3 (inches) /Location:

Font: Arial /Color: /Outline Color: no /Shadow Color: no

Special Note:

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Which will be supplied by: FastLane

VEHICLE BUILD SPECS

Details & Specification

Date: 3/14/2023

Graphics - Striping

FastLane shall utilize only premium cast vinyl with a minimum life rating of 3 years outdoor durability on printed and gradient materials and a minimum of 5-years outdoor durability on all other lettering and striping materials. All efforts shall be made to avoid any bubbles or contaminants in the vinyl field, however small visual imperfections in vinyl are common. While a blemish free application is desired, any blemishes that cannot be seen with the naked eye by a reasonable witness from a distance of not less than three (3) feet shall be deemed acceptable and deliverable. In an effort to conform stiff materials such as reflective vinyl around complex curves, it may be necessary to perform "slack folds" inside door jambs and behind lighting fixtures, this practice shall be performed as little as possible, however some wrinkling in the vinyl may exist in these areas.

FASTLANE SHALL SUPPLY/INSTALL THE FOLLOWING ITEMS:

Quantity: 1 - 5 inch - Beltline Horizontal

Location: Midline on Vehicle /Material: 3M Scotchlite 680

Color: TBD

Add a 1 inch Double TBD pinstripe to the main stripe above with the following specifications:

Material: 3M Scotchlite 680 Pinstripe Location: edges of main stripe with a 1 inch paint gap separation.

Special Note:

Quantity: 2 - 11 inch - Install Door Seal

Location: Side Cap Doors, Rearward /Material: 3M Scotchlite 680

Color:

Special Note: Install Customer Supplied Seal

Quantity: 1 - 13 inch - Install Door Seal

Location: Rear Hatch /Material: 3M Scotchlite 680

Color:

Special Note:

Quantity: 1 - 12 inch - Add Chevron Stripe to Rear Door

Location: Front Bumper /Material: Oralite v98 (Reflexite)

Color: RED/LIME YEL

Special Note: Front Bumper contoured cut.

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Conversion Up-fit of a 2023 Ford F-250 4x4 SD Crew Cab SB RED - Stock NOREBATES

Which will be supplied by: FastLane

VEHICLE BUILD SPECS

Details & Specification

Date: 3/14/2023

Quantity: 2 - 16 inch - Add Chevron Stripe to Rear Door

Location: Rear Hatch on Cap /Material: Oralite v98 (Reflexite)

Color: RED/LIME YEL

Special Note: To cover the entire rear of the rear cap hatch door.

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Which will be supplied by: FastLane

VEHICLE BUILD SPECS

Details & Specification

Date: 3/14/2023

Exterior Accessories

All exterior accessories shall be matched to vehicle make and model and installed following manufacturer recommendations and instructions. By no means shall the original vehicle be modified (structurally) in order to install the equipment listed on this page.

FASTLANE SHALL SUPPLY/INSTALL THE FOLLOWING ITEMS:

Quantity: 1 Manufacturer: - Model: HGAC

Description: HGAC Cooperative Contract

Mounting Location:

Special Note:

Quantity: 1 Manufacturer: - Model: PAINTCCPUPPER

Description: Aftermarket Paint of Upper Half, Hood (includes roof) of Crew Cab Pick-up

Mounting Location: Upper Half to be PPG FBCH P32234

Special Note: Upper - PPG FBCH P32234, Silver Metallic

Quantity: 1 Manufacturer: ARE Model: ARE100-HB

Description: Full Rear Hatchback Door for ARE Commercial Cap (in lieu of hatch)

Mounting Location: for Rear Truck Cap

Special Note:

Quantity: 1 Manufacturer: ARE Model: ARE100-P2

Description: Paint Match, P2 Series Color (Must Provide Color Code)

Mounting Location: For Rear Cap

Special Note: Red to match factory ford color.

Quantity: 1 Manufacturer: ARE Model: ARE100-RC

Description: Reverse Camera with Truck Harness for ARE DCU Cap

Mounting Location: for Rear Truck Cap

Special Note:

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Conversion Up-fit of a 2023 Ford F-250 4x4 SD Crew Cab SB RED - Stock NOREBATES

Which will be supplied by: FastLane

VEHICLE BUILD SPECS

Details & Specification

Date: 3/14/2023

Quantity: 1 Manufacturer: ARE Model: ARE100-TB

Description: Full Toolbox in Side Compartment for Commercial Cap

Mounting Location: Pass Side Compartment

Special Note:

Quantity: 1 Manufacturer: ARE Model: AREDCU

Description: DCU Series Commercial Truck Cap, Standard, 23-Inch high

Mounting Location: Rear Truck Bed

Special Note:

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Which will be supplied by: FastLane

VEHICLE BUILD SPECS

Details & Specification

Date: 3/14/2023

Electrical Control Center & Summary

This section shall outline the total loads added in previous sections as well as list all control, distribution, electrical upgrades and management devices. The FastPLEX Multiplexed Electrical System is an advanced CAN BUS based control system specifically engineered for FastLane to provide reliability, vehicle specific function and control for this type of conversion. FastPLEX features J-1939 CAN BUS communications, scalable control modules, solid-state switching of ALL loads, integrated flasher and specialized functions, primary touch screen message display center for operator interface, audible prompts. All functions are fully programmable via laptop computer. The actual distribution of power occurs using solid-state module(s) which are standard and interchangeable with other like conversions produced by FastLane. FastPLEX features built-in load management and control and provides system status feedback to the user via a full color 4.3-inch touch screen located in view of the driver. Real time switch feedback tells the user the status of each output during automatic operation. FastPLEX features quick start for all "eMaster" switched circuits allowing soft start turn on prolonging charging systems and extended load life. All loads are protected using solid-state circuit protection. This system shall interface with the OEM circuitry via a no-load interface. This module shall sense all OEM functions via computer signal and relay that information on the CAN BUS network for use by any module via programmable function. The front touch screen panel is unitized, modular and communicates with all modules via CAN BUS communications on two wires running a redundant loop. This control panel is a common part found in all conversions produced by FastLane, such that it could be interchanged with a panel from a similar vehicle. This touch screen panel features full color display with vehicle icon feed back of system status, CAN BUS communications and is fully programmable for easy screen reconfiguration in the future. The touch screen is fully IP67 compliant and is fully weather resistant. Every FastPLEX system includes one front touch screen display (FP3820) and one main control module (FP2306) yielding 16 inputs and 28 solid state outputs. Additional modules provided if specified below.

ELECTRICAL LOAD SUMMARY

Vehicle OEM Alternator: 240

Total Amperage Added: 34

Reserve Amps: 206

Percentage Reserve: 86%

Note: If percentage reserve is less than 25%, FastLane highly recommends the addition of further electrical conditioning devices including a high-idle and/or upgraded alternator.

Quantity: 1 Manufacturer: - Model: SLIND2

Description: Shoreline Indicator & Charger Status

Mounting Location: *SEE NOTES BELOW Switching/Routing: 110V Shoreline

Special Note: Mount above Auto Eject

Quantity: 1 Manufacturer: FASTLANE Model: FP3820

Description: FastPlex 4.3" CAN BUS Touchscreen Display & Control

Mounting Location: Cabinet, Rear RCC Area Switching/Routing: *STD

Special Note:

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Conversion Up-fit of a 2023 Ford F-250 4x4 SD Crew Cab SB RED - Stock NOREBATES

Which will be supplied by: FastLane

VEHICLE BUILD SPECS

Details & Specification

Date: 3/14/2023

Quantity: 1 Manufacturer: KUSSMAUL Model: 091-55-20-120

Description: Super Auto Eject 20-AMP, 120V

Mounting Location: Fender Driver's - Behind Door Switching/Routing: to Rear Electrical

Special Note:

Quantity: 2 Manufacturer: LEVITON Model: 110OUT

Description: 110v Power Outlet

Mounting Location: Cabinet, Front Surface Switching/Routing: 110V Shoreline

Special Note: Mount in forward Compartment of Cabinet, one each side in adjustable shelf area.

Quantity: 1 Manufacturer: PROGRESSIVE DYNAMICS Model: PD1610

Description: INVERTER 1000 Watt PD1600 SERIES INVERTER

Mounting Location: Electrical Access Compt. Switching/Routing: Front Switch Panel, Overhead

Special Note:

Quantity: 1 Manufacturer: PROGRESSIVE DYNAMICS Model: PD9245C

Description: 45-AMP CHARGER, WITH BUILT-IN CHARGE WIZARD

Mounting Location: Electrical Access Compt. Switching/Routing: 110V Shoreline

Special Note:

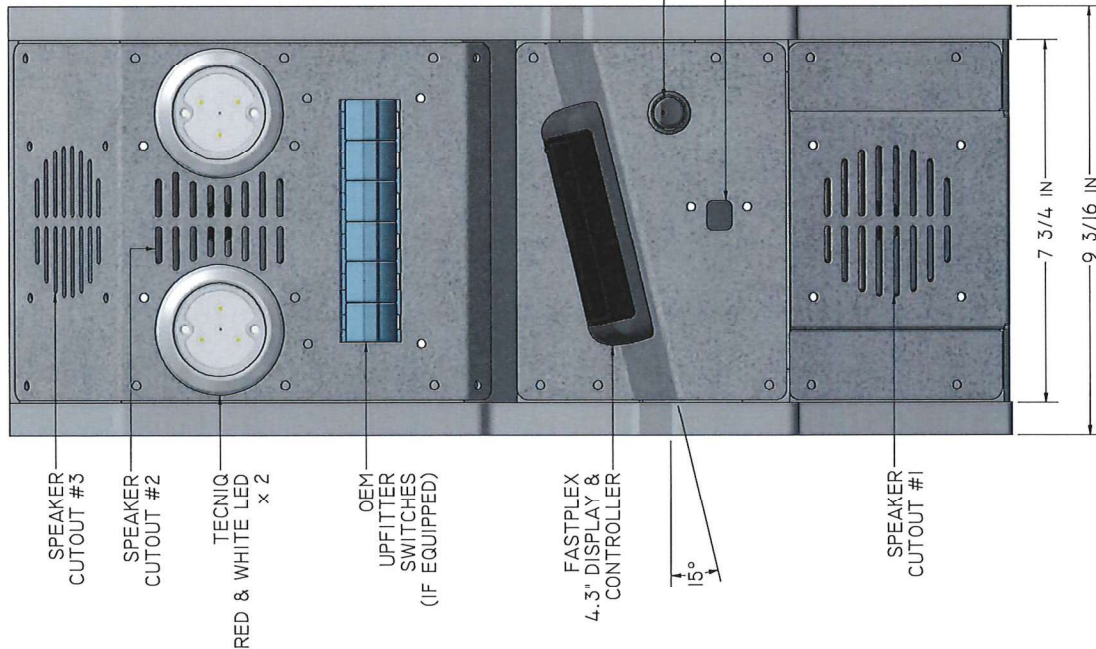
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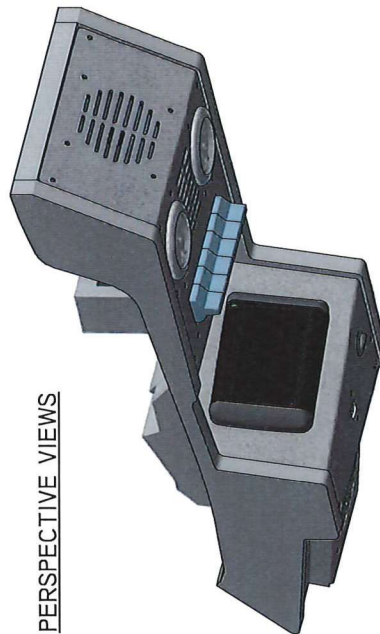
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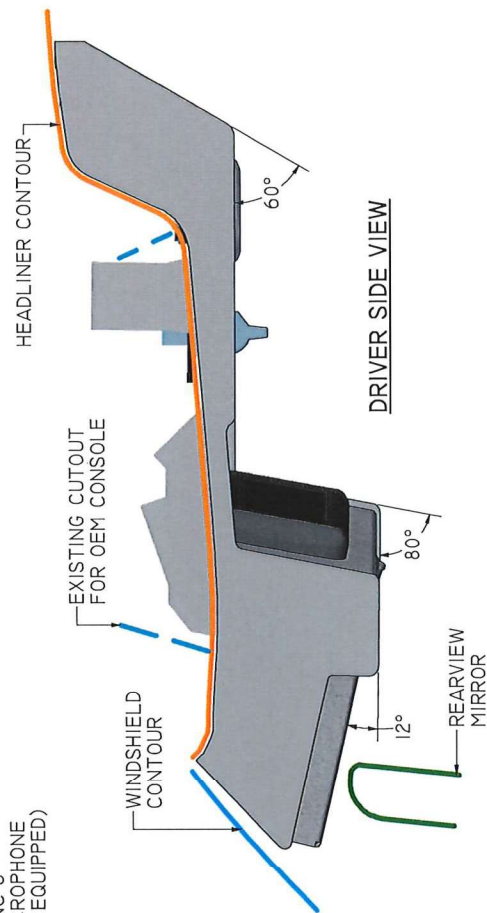
INVERTER IS MONITORED FROM FASTPLEX SCREEN
ADDITIONAL REMOTE CONTROL WILL BE MOUNTED ON ELECTRICAL COMPARTMENT



BOTTOM VIEW



PERSPECTIVE VIEWS



DRIVER SIDE VIEW



**OVERHEAD CONSOLE
OVERVIEW**

PREPARED FOR

**CITY OF SOUTH
FULTON**

INTERNAL NAME	REV #
FULTON (90818) OHC	2
DESIGNER	DRAWING DATE
AF ARADAY	2/1/2023
PRODUCTION/JOB NUMBER	

90818

VEHICLE TYPE	2022 FORD F-250 CREW CAB
SHEET	OF
GROSS WEIGHT	6 LBS

FINISH SCHEDULE	INITIALS
DOORS	
TRIM/A	
BRAMER FACES / PLATES	
090" ALUMINUM	
INTERIOR SURFACE	
POLYBUILD	
EXTERIOR SURFACE	
POLYBUILD	
INTERIOR COLOR	
BLACK	
EXTERIOR COLOR	
BLACK	

IMPORTANT

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FASTLANE EMERGENCY VEHICLES.
ALL ITEMS LISTED ON THIS DRAWING
ARE FOR ILLUSTRATIVE PURPOSES
ONLY.

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SHALL BE CONSIDERED "INCLUDED" IN
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NON-CRITICAL DIMENSIONS AT TIME OF
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DATE



FRONT CONSOLE
OVERVIEW

PREPARED FOR

CITY OF SOUTH
FULTON

INTERNAL NAME	REV #
FULTON (90818)	3
DESIGNER	DRAWING DATE
AFARADAY	2/6/2023
PRODUCTION/JOB NUMBER	

90818

VEHICLE TYPE	2022 FORD F-250 CREW CAB
SHEET	GROSS WEIGHT
1	45 LBS
OF	

FINISH SCHEDULE	INITIALS
DOORS	
DRUM FACES / PLATES	
990" ALUMINUM	
INTERIOR SURFACE	
POLYBUILD	
EXTERIOR SURFACE	
POLYBUILD	
INTERIOR COLOR	
BLACK	
EXTERIOR COLOR	
BLACK	

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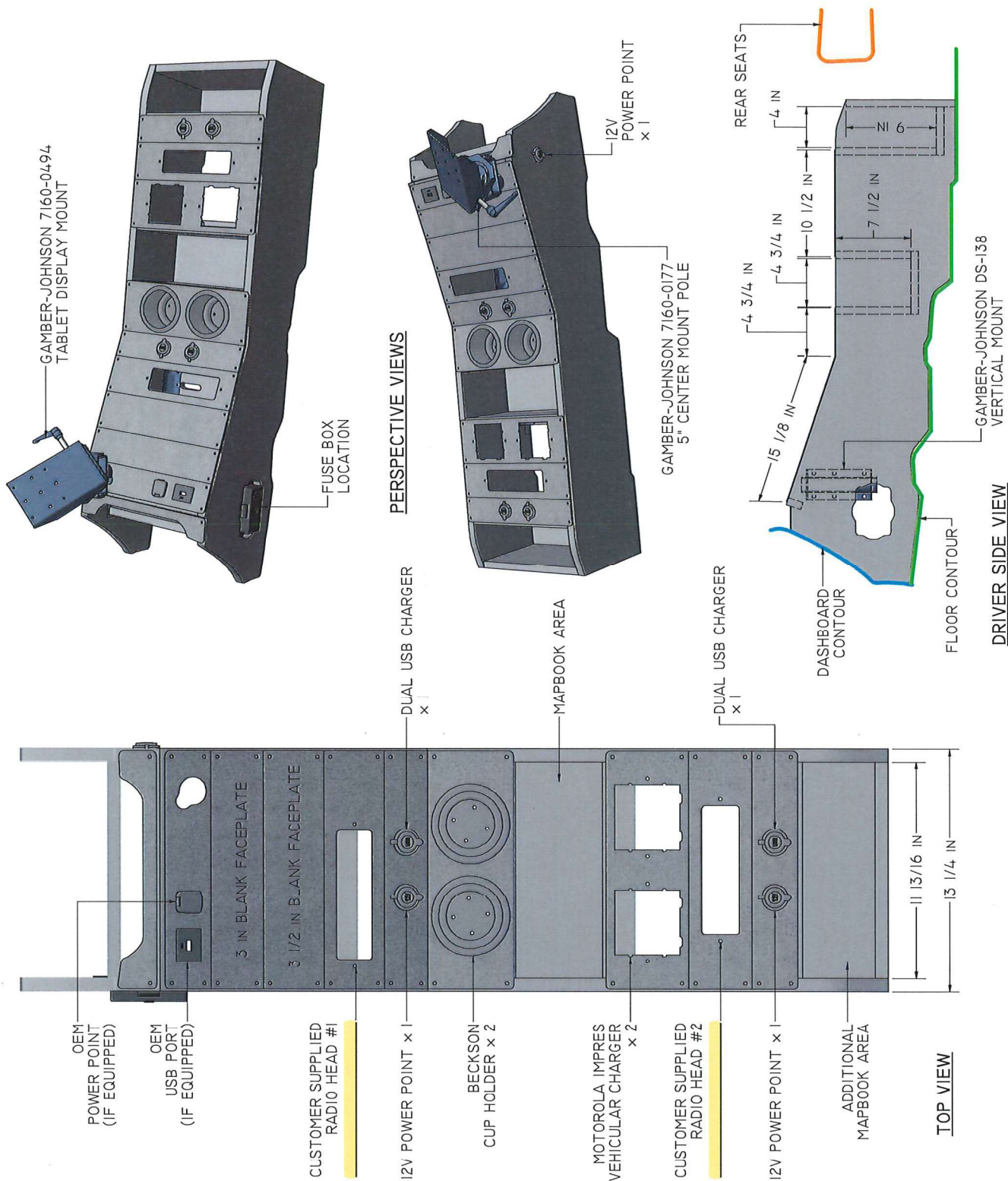
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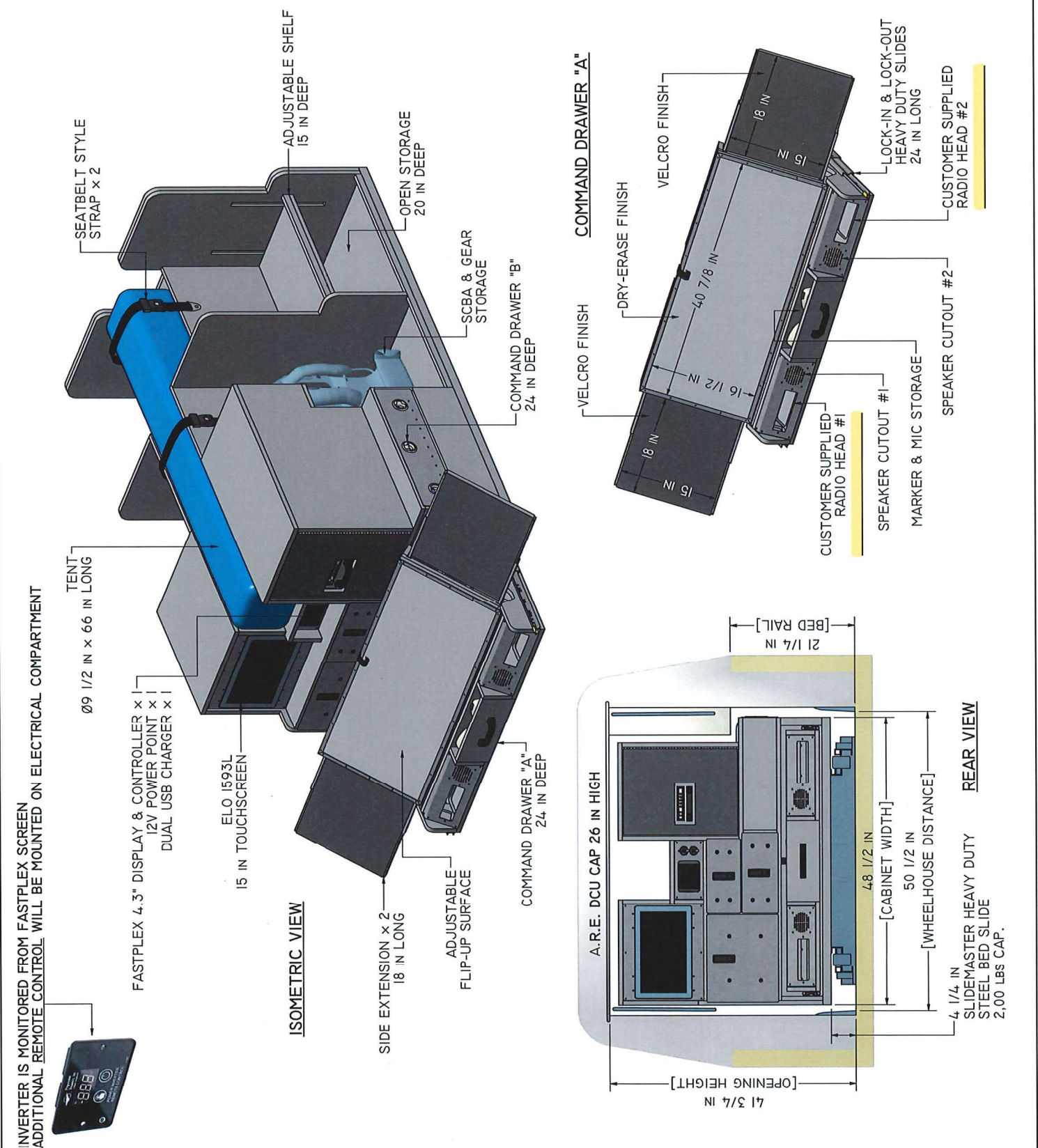
CUSTOMER APPROVAL

SIGNATURE

DATE



		REAR CABINET OVERVIEW PREPARED FOR CITY OF SOUTH FULTON		INTERNAL NAME FULTON (90818) REAR CABINET	REV # 3
DESIGNER AFARADAY	DRAWING DATE 2/6/2023	PRODUCTION/JOB NUMBER 90818			
VEHICLE TYPE 2022 FORD F-250 CREW CAB					
SHEET 1 OF 7	GROSS WEIGHT TBD				
FINISH SCHEDULE					
BOOKS 3/4" PLY. & INS.	INITIALS				
DRAWER FACES / PLATES 1/8" ALUMINUM					
EXTERIOR SURFACE POLYBUILT					
EXTERIOR SURFACE POLYBUILT					
INTERIOR COLOR BLACK					
EXTERIOR COLOR BLACK					
IMPORTANT ALL DESIGNS ARE PROPERTY OF FASTLANE EMERGENCY VEHICLES. ALL ITEMS LISTED ON THIS DRAWING ARE FOR ILLUSTRATIVE PURPOSES ONLY. NO ITEMS OR PRODUCTS DEPICTED HERE SHALL BE CONSIDERED "INCLUDED" IN THIS PROJECT UNLESS SPECIFICALLY LISTED IN THE VEHICLE BUILD ORDER. FASTLANE RESERVES THE RIGHT TO MODIFY SOME SHAPES AND NON-CRITICAL DIMENSIONS AT TIME OF CONSTRUCTION. ALL RIGHTS RESERVED. COPYRIGHT 1995-2023.					
CUSTOMER APPROVAL					
DATE _____ SIGNATURE _____					





REAR CABINET OVERVIEW

PREPARED FOR

CITY OF SOUTH
FULTON

INTERNAL NAME	REV #
FULTON (90818) REAR CABINET	3
DESIGNER	DRAWING DATE
AFARADAY	2/6/2023
PRODUCTION/JOB NUMBER	

90818

VEHICLE TYPE	2022 FORD F-250 CREW CAB
SHEET	GROSS WEIGHT
2 OF 7	TBD

FINISH SCHEDULE	INITIALS
DOORS	
3/4" PLY. & INS.	
DRAWER FACES / PLATES	
1/8" ALUMINUM	
INTERIOR SURFACE	
POLYBUILD	
EXTERIOR SURFACE	
POLYBUILD	
INTERIOR COLOR	
BLACK	
EXTERIOR COLOR	
BLACK	

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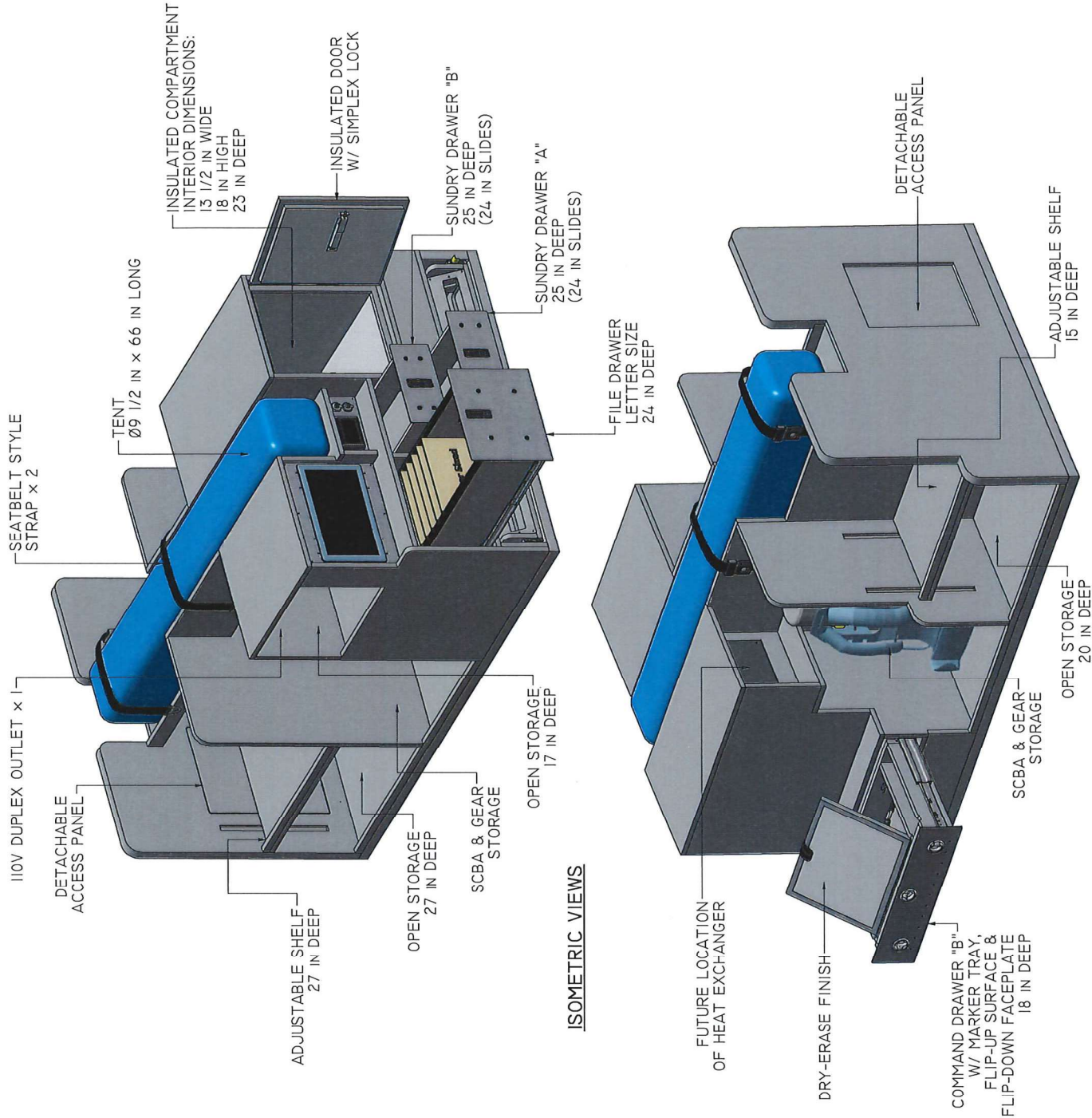
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DATE

SIGNATURE



ISOMETRIC VIEWS



REAR CABINET
MAIN BODY

PREPARED FOR

CITY OF SOUTH
FULTON

INTERNAL NAME	REV #
FULTON (90818) REAR CABINET	3
DESIGNER	DRAWING DATE
AJF ARADAY	2/6/2023
PRODUCTION/JOB NUMBER	
90818	

VEHICLE TYPE	2022 FORD F-250 CREW CAB
SHEET	GROSS WEIGHT
3 OF 7	TBD

FINISH SCHEDULE	INITIALS
DOORS	
2 3/4" PLY. & INS.	
DRAWER FACES / PLATES	
1/8" ALUMINUM	
INTERIOR SURFACE	
POLYBUILD	
EXTERIOR SURFACE	
POLYBUILD	
INTERIOR COLOR	
BLACK	
EXTERIOR COLOR	
BLACK	

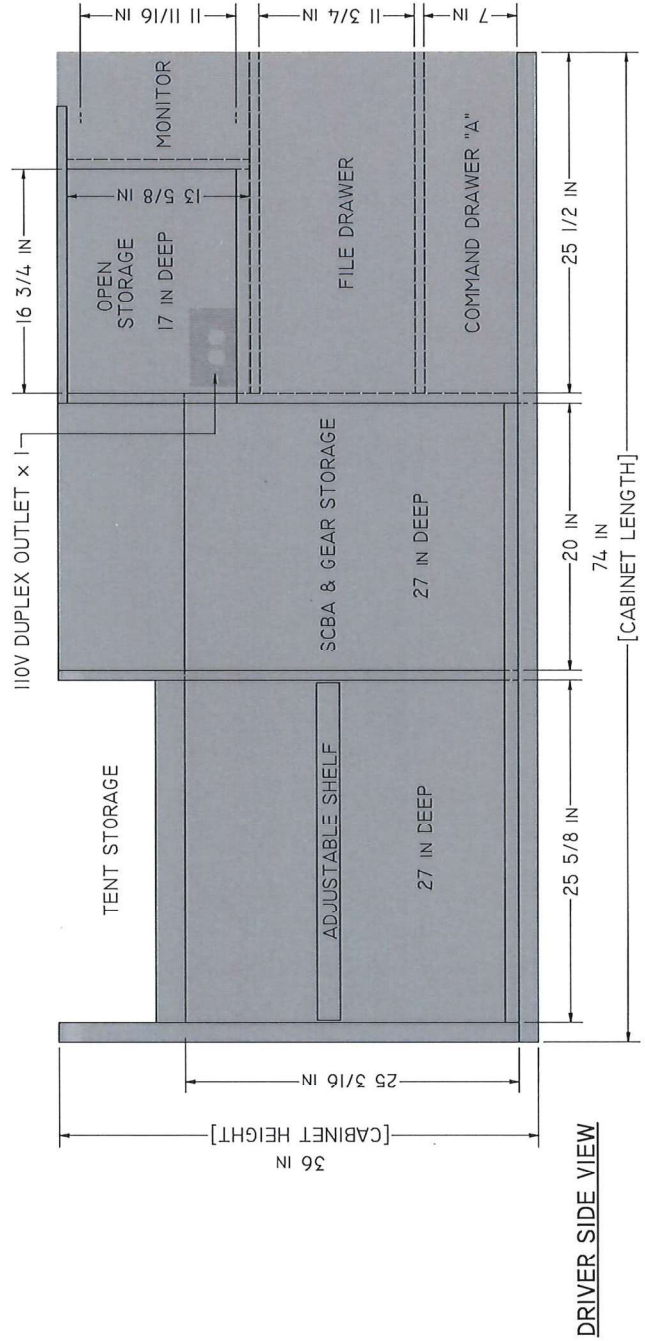
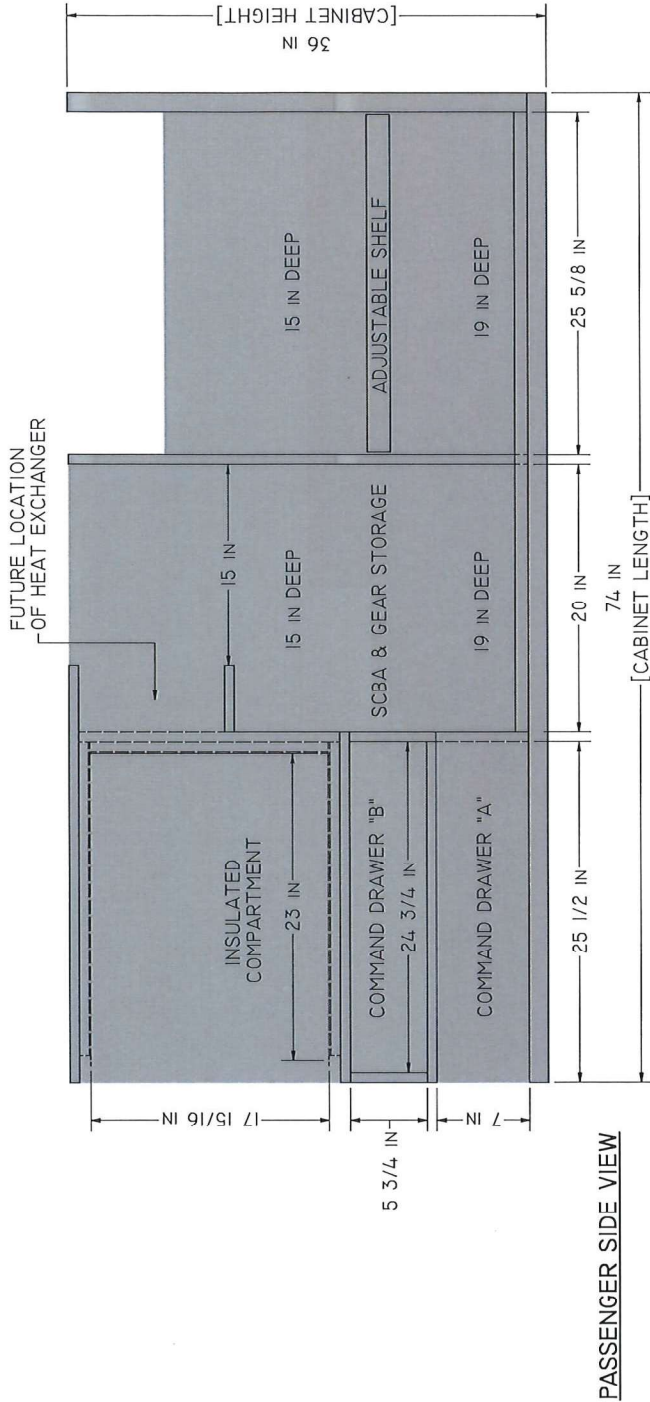
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REAR CABINET
COMMAND DRAWER "B"

PREPARED FOR

CITY OF SOUTH
FULTON

INTERNAL NAME REV #
FULTON (90818) REAR 3
CABINET

DESIGNER DRAWING DATE
AF ARADAY 2/6/2023

PRODUCTION/JOB NUMBER
90818

VEHICLE TYPE
2022 FORD F-250 CREW CAB

SHEET 4 OF 7
GROSS WEIGHT
TBD

FINISH SCHEDULE	INITIALS
DOORS	
2 1/4" PLY. & INS.	
DRAWER FACES / PLATES	
1/8" ALUMINUM	
INTERIOR SURFACE	
POLYBUILD	
EXTERIOR SURFACE	
POLYBUILD	
INTERIOR COLOR	
BLACK	
EXTERIOR COLOR	
BLACK	

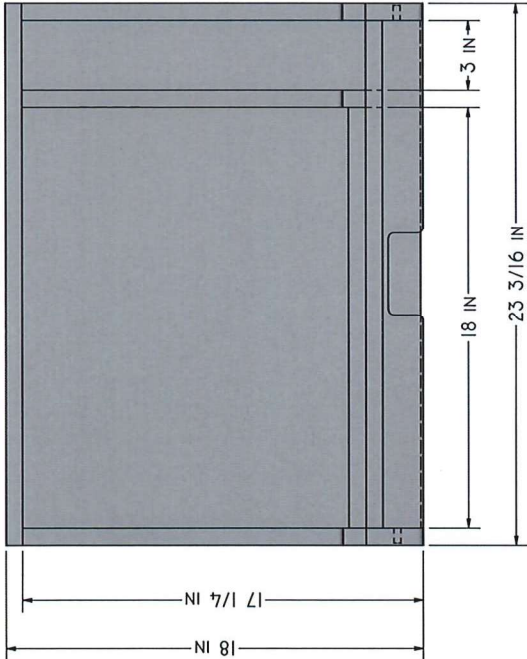
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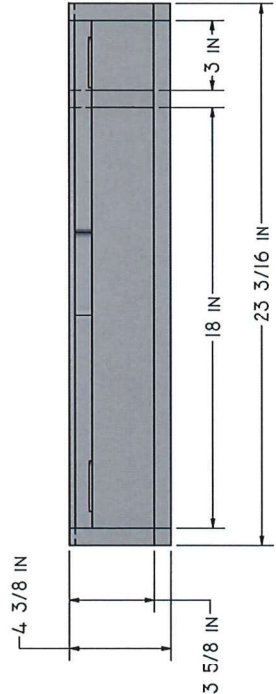
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CUSTOMER APPROVAL

DATE	SIGNATURE
------	-----------



TOP VIEW

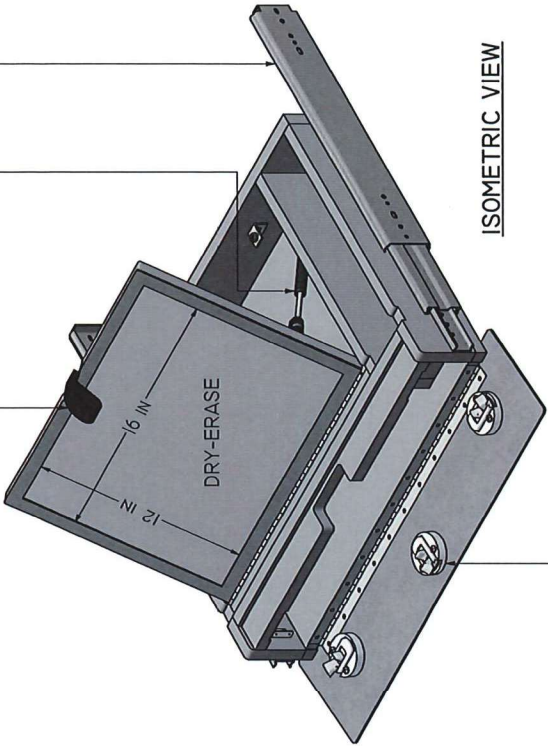


FRONT VIEW

18" HEAVY DUTY DRAWER SLIDES, YELLOW TAB - PAIR (MOD.)

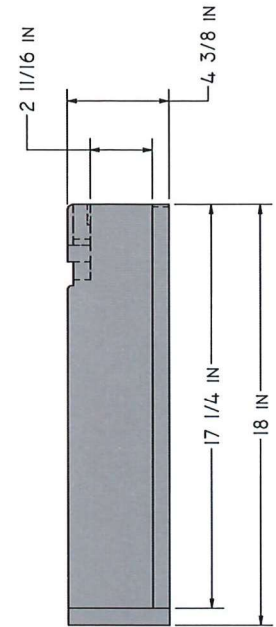
HIGH PRESSURE GAS SPRING 20 LBS, 7.50" LENGTH, 2" STROKE

1" WIDE STRAP LOOP



ISOMETRIC VIEW

NON-LOCKING FLUSH PULL LATCH - STAINLESS STEEL



SIDE VIEW



REAR CABINET
FILE DRAWER

PREPARED FOR

CITY OF SOUTH
FULTON

INTERNAL NAME	REV #
FULTON (90818) REAR CABINET	3
DESIGNER	DRAWING DATE
AFARADAY	2/6/2023
PRODUCTION/JOB NUMBER	

90818

VEHICLE TYPE	2022 FORD F-250 CREW CAB
SHEET	GROSS WEIGHT
5 OF 7	TBD

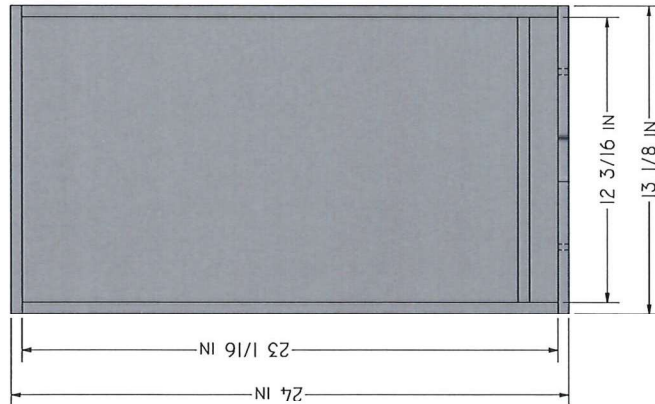
FINISH SCHEDULE	INITIALS
DOORS	
3/4" PLY. & INS.	
DRAWER FACES / PLATES	
1/8" ALUMINUM	
INTERIOR SURFACE	
POLYBUILD	
EXTERIOR SURFACE	
POLYBUILD	
INTERIOR COLOR	
BLACK	
EXTERIOR COLOR	
BLACK	

IMPORTANT
ALL DESIGNS ARE PROPERTY OF
FASTLANE EMERGENCY VEHICLES.
ALL ITEMS LISTED ON THIS DRAWING
ARE FOR ILLUSTRATIVE PURPOSES
ONLY.

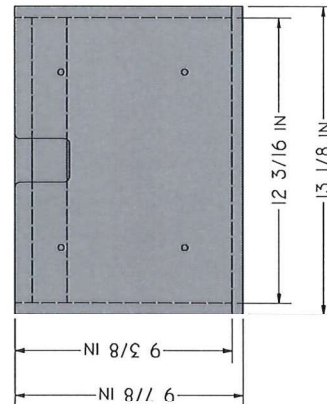
NO ITEMS OR PRODUCTS DEPICTED HERE
SHALL BE CONSIDERED "INCLUDED" IN
THIS PROJECT UNLESS SPECIFICALLY
LISTED IN THE VEHICLE BUILD ORDER.
FASTLANE RESERVES THE RIGHT TO
MODIFY SOME SHAPES AND
NON-CRITICAL DIMENSIONS AT TIME OF
CONSTRUCTION.
ALL RIGHTS RESERVED.
COPYRIGHT 1995-2023.

CUSTOMER APPROVAL

DATE
SIGNATURE



TOP VIEW



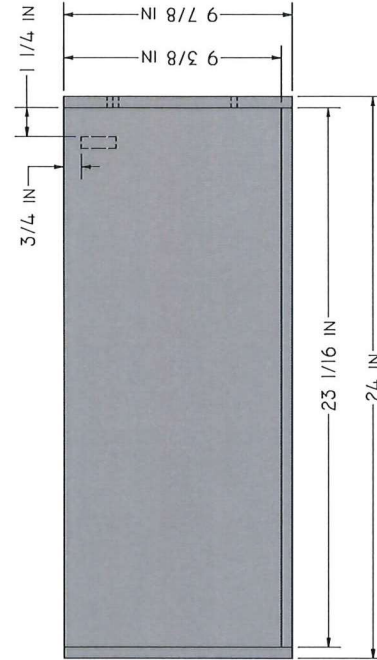
FRONT VIEW

NON-LOCKING RAISED TRIGGER LATCH - BLACK (.04 IN TO .95 IN)



ISOMETRIC VIEW

24" FULL EXTENSION DRAWER SLIDES - PAIR



SIDE VIEW



REAR CABINET
SUNDRY DRAWER "A"

PREPARED FOR

CITY OF SOUTH
FULTON

INTERNAL NAME	REV #
FULTON (90818) REAR CABINET	3
DESIGNER	DRAWING DATE
AFARADAY	2/6/2023
PRODUCTION/JOB NUMBER	

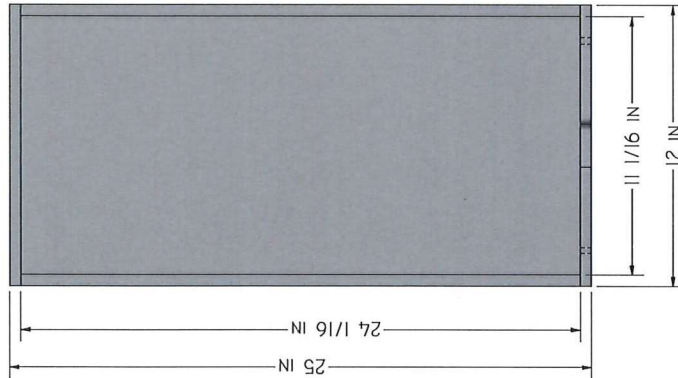
90818

VEHICLE TYPE
2022 FORD F-250 CREW CAB
SHEET
6 OF 7
GROSS WEIGHT
TBD

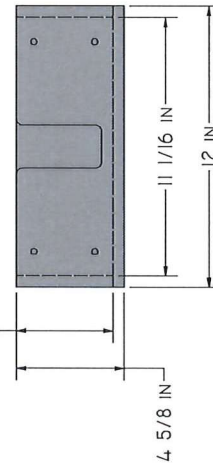
FINISH SCHEDULE	INITIALS
DOORS	
3/4" PLY. & INS.	
DRAWER FACES / PLATES	
1/8" ALUMINUM	
POLYBUILD	
INTERIOR SURFACE	
EXTERIOR SURFACE	
POLYBUILD	
INTERIOR COLOR	
BLACK	
EXTERIOR COLOR	
BLACK	

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ALL RIGHTS RESERVED.
COPYRIGHT 1995-2023.

CUSTOMER APPROVAL
DATE
SIGNATURE

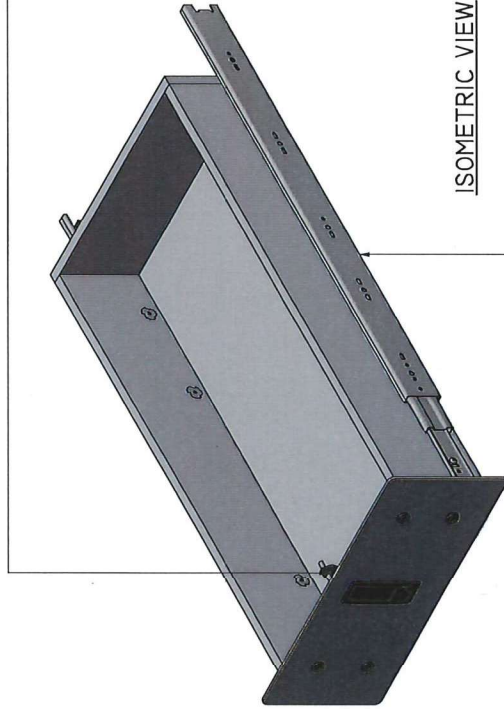


TOP VIEW



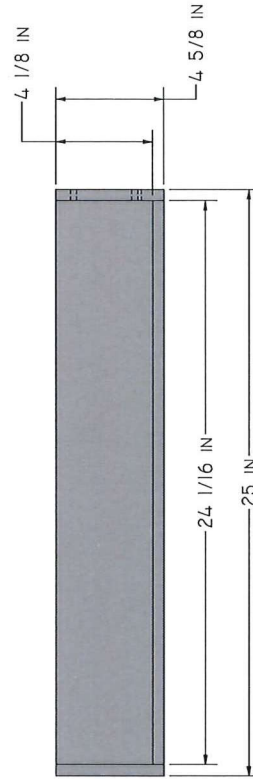
FRONT VIEW

NON-LOCKING RAISED TRIGGER LATCH - BLACK (.04 IN TO .95 IN)



ISOMETRIC VIEW

24" FULL EXTENSION DRAWER SLIDES - PAIR



SIDE VIEW



REAR CABINET
SUNDRY DRAWER "B"
PREPARED FOR
CITY OF SOUTH
FULTON

INTERNAL NAME	REV #
FULTON (90818) REAR CABINET	3
DESIGNER	DRAWING DATE
AFARADAY	2/6/2023
PRODUCTION/JOB NUMBER	

90818

VEHICLE TYPE	GROSS WEIGHT
2022 FORD F-250 CREW CAB	TBD
SHEET	
7 OF 7	

FINISH SCHEDULE	INITIALS
2003S	
3/4" PLY. & INS.	
DRAWER FACES / PLATES	
1/8" ALUMINUM	
INTERIOR SURFACE	
POLYBUILD	
EXTERIOR SURFACE	
POLYBUILD	
INTERIOR COLOR	
BLACK	
EXTERIOR COLOR	
BLACK	

IMPORTANT
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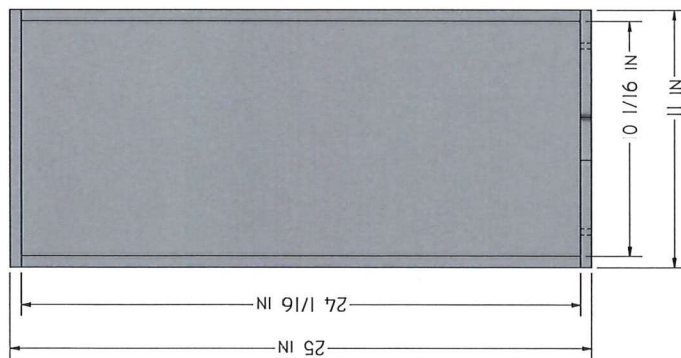
NO ITEMS OR PRODUCTS DEPICTED HERE SHALL BE CONSIDERED "INCLUDED" IN THIS PROJECT UNLESS SPECIFICALLY LISTED IN THE VEHICLE BUILD ORDER. FASTLANE RESERVES THE RIGHT TO MODIFY SOME SHAPES AND NON-CRITICAL DIMENSIONS AT TIME OF CONSTRUCTION.

ALL RIGHTS RESERVED.
COPYRIGHT 1995-2023.

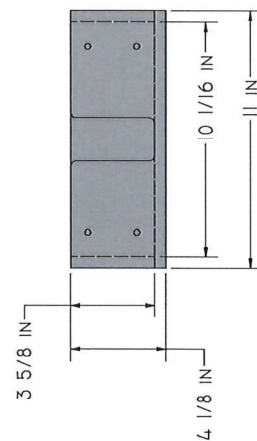
CUSTOMER APPROVAL

SIGNATURE

DATE

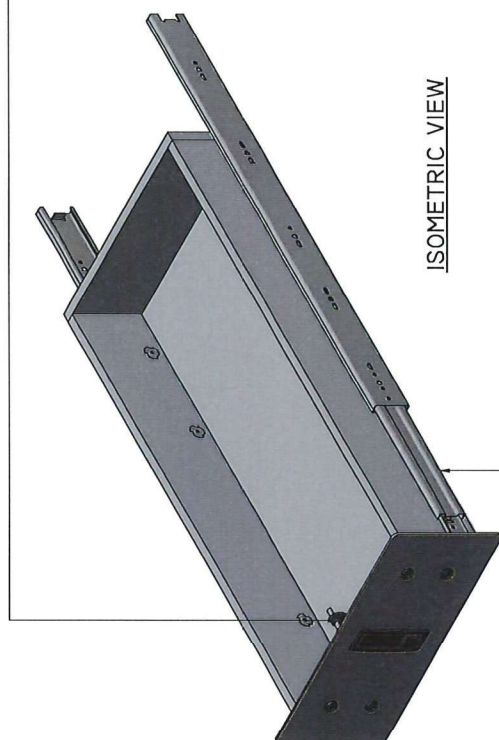


TOP VIEW



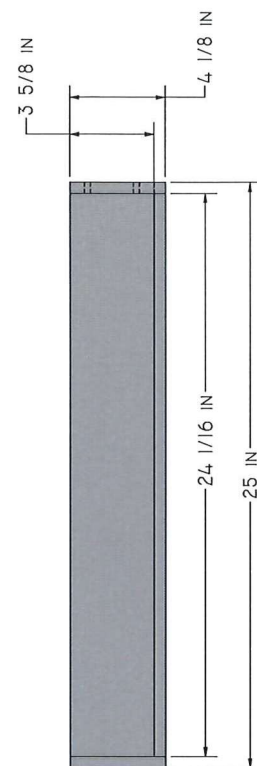
FRONT VIEW

NON-LOCKING RAISED TRIGGER LATCH - BLACK (.04 IN TO .09 IN)



ISOMETRIC VIEW

24" FULL EXTENSION DRAWER SLIDES - PAIR



SIDE VIEW

Dealer Information

Trick Trucks & Cars
211-1 Sulky Dr.
Winchester, VA 22602
Tel: 540-868-0856

Model

Deluxe Commercial Unit (DCU)

Truck Information

Truck Year: 2022
Truck Make: Ford
Truck Model: Super Duty (250/350/450/including Dually)
Truck Cab: Crew Cab
Truck Bed: 81.9 in.



Options

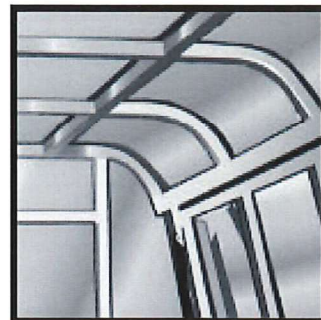
DCU Height
26 inch



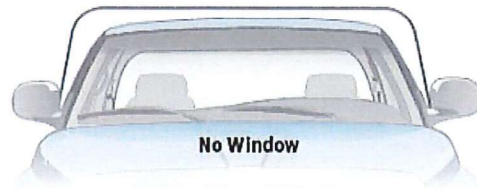
DCU Color
Painted To Match



DCU Interior
No Skin



DCU Front Window
No Window



DCU Rear Door
Hatchback Lift



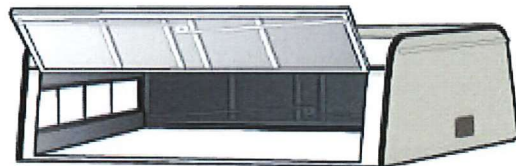
DCU Driver Side Options
Full Length Door



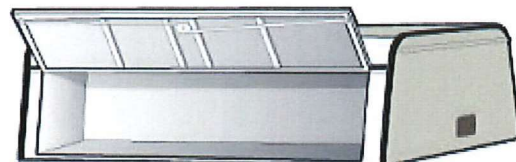
DCU Passenger Side Options
Full Length Door



DCU Driver Side Toolbox
No Toolbox

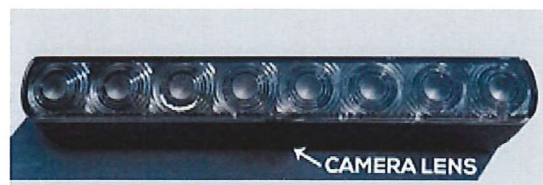


DCU Passenger Side Toolbox
Standard Toolbox (Steel)



Backup Camera

Backup Camera with Truck Wiring Harness (will utilize your trucks screen)



Additional Accessories

No Additional Accessories Selected

Disclaimer: Requesting a quote is not an order. Orders will be placed through and by your local A.R.E. dealer. Information provided throughout the build your own can be changed with the A.R.E. dealer you are sending the quote to. Availability of options is subject to change and is specific to truck make and model. Options listed throughout the build your own are not available on all truck makes and models. A.R.E. reserves the right to change options and availability at any time without notice.

ATTN: STATE OF CALIFORNIA CONSUMERS

 **WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.**

© 2023 A.R.E. Accessories, LLC | 4are.com

Graphics Rendering Detail

Job Number: 90818, 90819 & 90820
Dept. Name: City of South Fulton
Vehicle: 2022 Ford F-250 Crew Cab, 6.5' Bed
Customer Unit Designator: BC1, BC2 & BC3

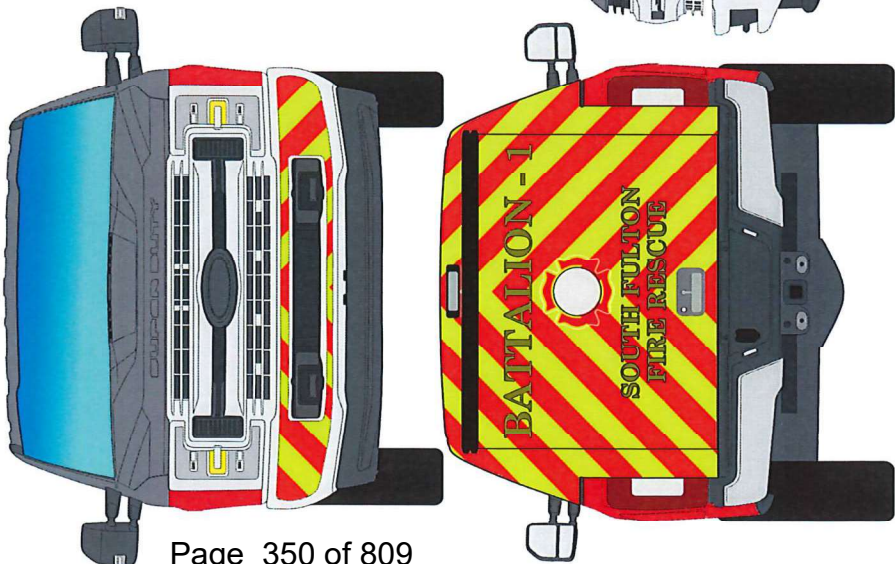
Materials:

Lettering: Real Gold, Lrg Engine Turn GOLD w/ Black Outline

Striping: 5in BLACK Reflective 680 Series w/ 1" BLACK Reflective 680 Series (with 1" paint gap top and bottom)

Chevron: 4in, Oracle V98 Series, Red/Yellow, Rear Cap & Cap Door:
Artwork: To be supplied by client for install.

Note: The vehicle represented here may not depict actual vehicle options, trim levels, lighting or styling. Please refer to full Vehicle Build Order Specs for chassis options and build details.



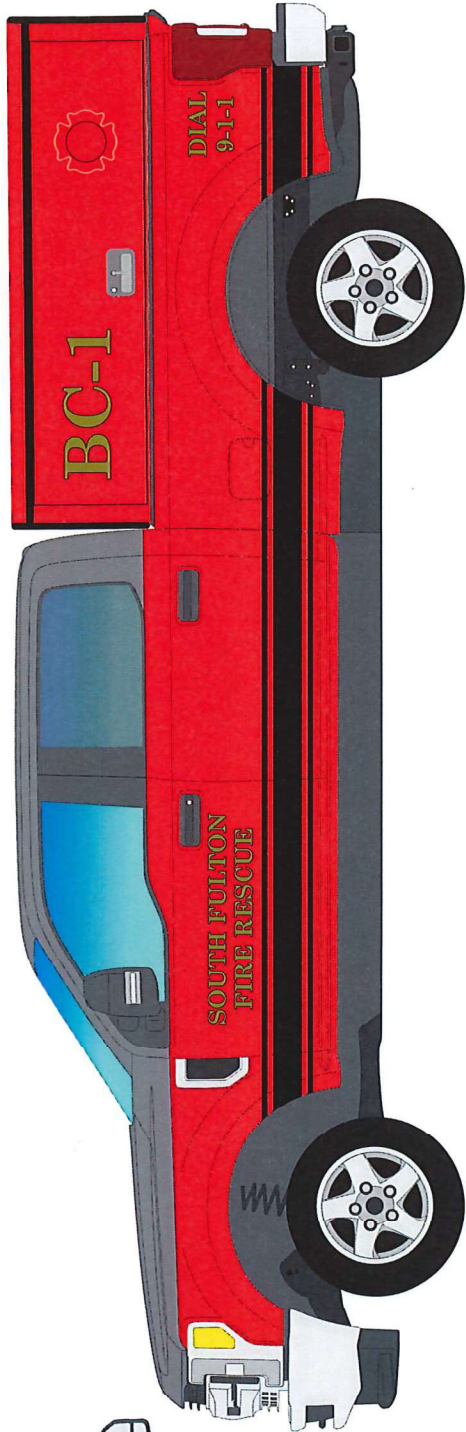
NOTICE

FastLane requires the following items from the client:

1. Font name. Currently rendered as Century Schoolbook as closest match.
2. Three (3) Door Seals for sides and rear cap.

Designators for Trucks:

BATTALION-1 BC-1
BATTALION-2 BC-2
DISTRICT-1 D-1



DRAWING IS FOR VISUAL PURPOSE ONLY.
Hardware, lighting, accessories and body contours may vary affecting outcome of final layout.

Approval: (By signing below you are authorizing FastLane to begin work. You further understand that any changes from this point will result in change orders and may lead to additional charges, change fees up to and including the minimum 15% restocking.)

Approved by: _____ Date: _____

Printed Name: _____ REV: R1 03/2/2023



PRODUCTION
ADDENDUM/DELETION CONFIRMATION

DATE: 3/14/2023

PRODUCTION NUMBER: 90818-90820

CLIENT: City of South Fulton

PROJECT: Command Pick-Up

DEALER: Fastlane Direct

ADD THE FOLLOWING ITEM(S) TO ORDER

MODEL NO.	MAKE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
F-250	Ford	2023 Ford F-250 as specified.	1	\$60,575.00	\$60,575.00
esrl6105d	Soundoff	SL Running Light R/W for running boards	2	\$689.02	\$1,378.04
pslvbk02	Soundoff	Mounting kit for sl lighting	2	\$97.73	\$195.46
	Streamlite	Change Streamlite from Survivor to Vulcan	1	\$78.21	\$78.21
CSANT	-	Install CS Antenna - add one for WiFi	1	\$233.70	\$233.70
CSRHEAD	-	Install CS Radio Head - RCC	2	\$162.76	\$325.52
hkn6167b	Motorola	Communication Cable	2	\$261.46	\$522.92
		Change tab mt to include keyboard tray	1	\$1,362.08	\$1,362.08
PD1610	Progressive Dyn	Add 1000W Inverter	1	\$647.11	\$647.11
CSPRC	-	Install CS Portable Chargers	2	\$223.26	\$446.52
CAB UPD		Cabinet Updates	1	-\$136.68	-\$136.68
Graphics		Graphics Updates	1	\$946.26	\$946.26
				\$0.00	\$0.00
				\$0.00	\$0.00
		***Pricing is per vehicle and includes all		\$0.00	\$0.00
		> labor and supplies needed to complete		\$0.00	\$0.00
		> each line item.***		\$0.00	\$0.00
				\$0.00	\$0.00

TOTAL ADDITIONS: \$66,574.14

REMOVE THE FOLLOWING ITEM(S) FROM ORDER

MODEL NO.	MAKE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
F-250	Ford	2022 Ford F-250 as specified.	1	\$45,173.00	\$45,173.00
enl160d-l	Soundoff	nLINE 60 Inch Light with left wire exit R/W	1	\$766.10	\$766.10
enl160d-r	Soundoff	nLINE 60 Inch Light with right wire exit R/W	1	\$766.10	\$766.10
custcapcomp	-	Custom Aluminum Cap Compartment	1	\$1,812.03	\$1,812.03
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00

NOTE: PLEASE REFER TO BUILD ORDER FOR ALL REFERENCES. TOTAL CREDIT: \$48,517.23

THE CHANGES HEREIN WILL INCREASE

THE DELIVERY TIME BY: 0 DAYS

NET CHANGE: \$18,056.91

I hereby understand that order of the above listed changes may interrupt production and any estimated delivery dates given prior to this change order may not be valid. I further understand that the above changes may significantly change the overall price (if listed above) of the work performed by FastLane Emergency Vehicles ultimately affecting the final contract price of the vehicle. I approved the above listed changes to supersede any prior specifications or drawings discussed or provided to me/my department.

I _____ as a legal representative of _____
CLIENT/DEPARTMENT REPRESENTATIVE CLIENT/DEPARTMENT
hereby authorize the above changes to take place as written and affects the order referenced herein.

Signature of Client: _____ Date: _____

Name of Salesperson: _____ Initials: _____

ORDER CONFIRMATION



H-GAC Cooperative Purchasing Program

ORDER CONFIRMATION NUMBER: CC23-00064

ENTITY ISSUING PURCHASE ORDER

Name of End User: City of South Fulton (GA)

End User's ILC No.: ILC18 - 7187 , Legacy ID:

Purchase Order No.: 23-00574

Delivery Contact: Wayne Gillard

Email: wayne.gilliard@cityofsouthfultonga.gov

Voice: 470-809-7513

FAX:

Delivery Address: Attn: Wayne Gilliard 5890 Plummer Road, SW Atlanta, GA 30336

Delivery Date: 10/02/2023

H-GAC CONTRACTOR RECEIVING PURCHASE ORDER

Name of H-GAC Contractor: Autolycus Industries Inc. dba Fastlane Emergency Vehicles

Contractor's I.D. No.: 40

Mailing Address: 37241 E Richardson Lane

City, State, ZIP Code: Purcellville, Virginia , 20132

Sales Contact: Bud Smith

Email: bsmith@flev.com

Voice: 540-338-0901

Quote No.:

Finance Vendor Number: 1652

INSTRUCTIONS: This order confirmation issued by the H-GAC Cooperative Purchasing Program indicates the End User and the Contractor listed above have valid contracts with H-GAC for the specified procurement and product numbers stated herein. Upon receipt of this document, the Contractor is authorized to proceed with the End User's purchase and delivery in accordance with any requirements contained in the purchase order and/or attached documents. Any subsequent changes to the End User's purchase order will also require submission of change order documents to H-GAC and to the Contractor.

Contract No.	Product No.	Product Description	U/M	QTY	UNIT PRICE	Purchase Amount
AM10-20	GC09	FL-FPU-C Ford F250, Command, Console, Rear Cap Topper, Rear Slide Out Command Center, LED Lighting Package	Each	3.00	\$110,043.24	\$330,129.72
HGAC Processing Fee:						\$1,000.00
Adjustments:						\$0.00

Date Processed:

01/09/2023

Loleta Chappel

AUTHORIZED H-GAC SIGNATURE

GRAND TOTAL:

\$331,129.72



Did you Know?

HGACBuy also offers these products.



Ambulance, EMS & Other Special Service Vehicles

Traffic Signal Preemption Equipment	
Defibrillators	➡
Chest Compression System	➡
Radio Communication	➡
Ambulance Remounts	➡
Fire Service Apparatus	➡
Fleet Services Equipment (Vehicle Lifts, Wash Systems, Tire & Lubrication Service)	➡

HGACBuy offers several other contracts.
Click to know more...



NATIONWIDE GOVERNMENT COOPERATIVE PURCHASING PROGRAM



PRODUCTION
ADDENDUM/DELETION CONFIRMATION

DATE: 3/14/2023

PRODUCTION NUMBER: 90818-90820

CLIENT: City of South Fulton

PROJECT: Command Pick-Up

DEALER: Fastlane Direct

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PD1610	Progressive Dyn	Add 1000W Inverter	1	\$647.11	\$647.11
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Graphics		Graphics Updates	1	\$946.26	\$946.26
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TOTAL ADDITIONS: \$66,574.14

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custcapcomp	-	Custom Aluminum Cap Compartment	1	\$1,812.03	\$1,812.03
				\$0.00	\$0.00
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NOTE: PLEASE REFER TO BUILD ORDER FOR ALL REFERENCES. TOTAL CREDIT: \$48,517.23

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THE DELIVERY TIME BY: 0 DAYS

NET CHANGE: \$18,056.91

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I _____ as a legal representative of _____

CLIENT/DEPARTMENT REPRESENTATIVE

CLIENT/DEPARTMENT

hereby authorize the above changes to take place as written and affects the order referenced herein.

Signature of Client: _____ Date: _____

Name of Salesperson: _____ Initials: _____

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:00 p.m. Consideration Of City Council Override Of Mayor's Veto Of Contract With Fulton County and Tax Commissioner Arthur Ferdinand For Sanitation Collection

DATE: May 23, 2023

SUBJECT: 7:00 p.m. Consideration Of City Council Override Of Mayor's Veto Of Contract With Fulton County and Tax Commissioner Arthur Ferdinand For Sanitation Collection

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MAYORS VETO Ferdinand Sanitation Collection (May 2024)	Cover Memo	5/20/2023



MAYOR'S VETO

Section 3.21. Submission of Ordinance to the Mayor

(a) Every ordinance, resolution, or other action adopted by the city council shall be presented to the mayor for signature within five (5) business days following the adoption of such ordinance, resolution or other action by the city council. The mayor shall have the right to veto any ordinance, resolution, or other action adopted by the city council, in accordance with the procedure set forth in this section.

(b) The mayor, within ten (10) business days following receipt of an ordinance, resolution, or other action adopted by the city council shall return it to the city clerk with or without the mayor's approval or with the mayor's veto. If an ordinance, resolution, or other action adopted by the city council has been approved by the mayor or if it is returned to the city clerk neither approved nor disapproved, it shall become law upon its return to the city clerk. However, if the mayor fails to return an ordinance, resolution, or other action adopted by the city council to the city clerk within ten (10) business days of receipt, it shall become law at 12:00 Midnight on the tenth business day after receipt. If the ordinance, resolution, or other action adopted by the city council is vetoed by the mayor, the mayor shall submit to city council, through the city clerk, the reasons for the mayor's veto. The city clerk shall record upon the ordinance the date of its delivery to and its receipt from the mayor.

(c) An ordinance, resolution, or other action adopted by the city council vetoed by the mayor shall automatically be on the agenda at the next regular meeting of the city council for reconsideration. Votes to override mayoral vetoes shall occur at regular scheduled meetings of the city council and cannot occur at a special meeting or emergency meeting. If the minimum number of councilmembers necessary to vote to override the veto are not present, the action may be continued until the next meeting at which such minimum number of councilmembers are present. The city council may override a veto by the mayor and adopt any ordinance, resolution, or other action adopted by the city council that has been vetoed by the mayor by the affirmative votes of a least five (5) councilmembers, not including the mayor.

(d) In addition, the mayor may disapprove or reduce any item or items of appropriation in any ordinance or resolution, or other action adopted by the city council. The approved part or parts of any ordinance or resolution, or other action adopted by the city council making appropriations shall become law, and the part or parts disapproved or reduced shall not become law unless subsequently passed by the city council over the mayor's veto as provided herein. The disapproved or reduce part or parts of any such ordinance or resolution, or other action adopted by the city council shall be presented to the city council as though disapproved and shall not become law unless overridden by the city council as set forth in subsection (c) of this section.

Date of Adoption: Wed, 9 May 2023 **Item Number:** 1

Subject: REQUEST COUNCIL APPROVAL OF A BILLING & COLLECTION AGREEMENT FOR SANITATION SERVICES BETWEEN THE CITY OF SOUTH FULTON AND THE FULTON COUNTY TAX COMMISSIONER



MAYOR'S VETO

Reason for Veto: To my colleagues on Council, i apologize.

While i intimated in our Council Meeting i was willing to allow this contract to go forward, my conscious — and the calls, texts and emails i have received from our constituents — compels me to make one last attempt to reform this legislation.

The very week City Council voted to approve this contract, WABE (NPR 90.1) published a multipart series revealing that 80 percent of foreclosures in Fulton County were on Black families. The majority of these foreclosures are driven by the sale of Tax Liens by Fulton Tax Commissioner Arthur Ferdinand to private investors. Fulton is the only one of Georgia's 159 counties to engage in this practice.

See: <https://www.wabe.org/investigation-fultons-property-tax-collection-ensnares-black-families-homes-and-wealth/>

The report goes on to detail how Tax Commissioners in other municipalities are increasing their collection rates *without* selling liens to private investors. Private investors often have no connection to the cities in which they operate and no incentive to ensure just treatment of South Fulton Taxpayers as our Tax Commissioner does.

At the very least, Commissioner Ferdinand should appear before the same constituents he asked to vote for him to answer any questions they have about the sale of Sanitation Liens.

Because a contract with Commissioner Ferdinand for the collection of sanitation charges is entirely separate from his role as the Tax Commissioner, and all of its terms and conditions are freely negotiable between the parties, my recommendation is that the contract under consideration by South Fulton contain an express provision which prohibits the sale or transfer to any third party of South Fulton's Sanitation changes.

i recognize this Veto is likely to be overturned but I urge members of Council to consider this recommendation.

Date to Mayor: Wednesday, 10 May 2023 Date of Veto: Tuesday, 16 May 2023



MAYOR'S VETO

Mayor's Signature: _____

Date to City Clerk's Office: Tuesday, 16 May 2023

Date to Councilmembers: _____

Date of next Regular Meeting of City Council: Tues, May 23, 2023

Action Taken at: Tuesday, 11 May, 2023 City Council Special Called Meeting

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:10 p.m. Second Read And Request Council Approval Of An Ordinance To Repeal And Replace The Current Title 6, Health and Sanitation Chapter 2 Solid Waste Ordinance Of The Code Of Ordinances Of The City Of South Fulton And For Other Lawful Purposes.

DATE: May 23, 2023

SUBJECT: 7:10 p.m. Second Read And Request Council Approval Of An Ordinance To Repeal And Replace The Current Title 6, Health and Sanitation Chapter 2 Solid Waste Ordinance Of The Code Of Ordinances Of The City Of South Fulton And For Other Lawful Purposes.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Solid Waste Ordinance Draft 2nd Reading v3 submitted by DT (vdh edits 051523)_	Cover Memo	5/20/2023
COSF Memorandum FIS Solid Waste Ordinance Repeal and Replace	Cover Memo	5/20/2023

AN ORDINANCE TO REPEAL AND REPLACE THE CURRENT TITLE 6. HEALTH AND SANITATION CHAPTER 2 SOLID WASTE ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF SOUTH FULTON AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Willis, Reeves, Gumbs, Sebastian)

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, and The city desires to provide standard services at a level collection fee across the city for residential users while reducing litter and confusion of disposal routes among neighborhoods.

WHEREAS, the City desires to repeal the current Title 6 Health and Sanitation, Chapter 2 Solid Waste Ordinance of the Code of Ordinances of the City of South Fulton, Georgia and in its place approve and establish a new Title 6 Health and Sanitation, Chapter 2 Solid Waste.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1. Title 6 Health and Sanitation, Chapter 2 Solid Waste Ordinance of the Code of Ordinances of the City of South Fulton, Georgia is hereby repealed in its entirety and a new Chapter 2 Solid Waste is substituted as follows:

Chapter 2 - SOLID WASTE

Sec. 6-2001. – Short Title

This Chapter shall be known as the City of South Fulton Solid Waste Ordinance.

Sec. 6-2002. - Definitions

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

In the event that there is a difference of interpretation of the provided definition and the intent as used or recognized in the solid waste trade and/or industry which cannot be reconciled or provide adequate clarification, then the legal opinion of the City Attorney may be sought to provide an opinion that shall be utilized.

1. *Biomedical waste* shall mean pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment all parts, not including expendable supplies and materials which have not been decontaminated, as further defined in Georgia Department of Natural Resources, Environmental Protection Rule 391-3-4-.15, or as amended.
2. *Bulk waste* shall be defined as furniture, ranges, washers, sofas, car seats, play equipment, chairs, tables and other large “household” items which cannot reasonably be placed in a 95-gallon roll cart. Items not considered bulk waste include tires, batteries, yard debris, construction materials, propane tanks, windows & sliding glass doors, pool tables, safes, trampolines, mirrors and panes of glass, swing sets, pianos and any items too heavy or awkward that they cannot be safely lifted.
3. *Collect* or *collection* shall mean to remove residential solid waste, residential recovered materials, or commercial solid waste for transport to a disposal or processing facility, or cause such to be removed.
4. *Collection services* shall mean the collection from a residential unit or from a commercial establishment of municipal solid waste, and residential recovered materials including related transportation, transfer processing and/or disposal.
5. *Commercial container* shall mean a dumpster or similar waste receptacle supplied by a commercial service provider.
6. *Commercial building shall mean* a building or part of a building, which is used as shops, offices, business arcade, show rooms, display centers or market for sale of merchandise for retail only, building used for transaction of business or the keeping of accounts, records for similar purposes, professional service facilities, gas pumps, restaurants, cinemas, theaters, banks, or clubs run on commercial basis. Storage and service facilities incidental to the sale of merchandise shall be included under this group, except where exempted. *Commercial hand pick up* shall mean any commercial development receiving residential service collections through the use of one or more roll carts.
7. *Commercial property* shall mean any hotel, motel, apartment dwelling consisting of more than four units, business, public or semi-public building or premises of any nature or kind whatsoever other than a residential service unit.
8. *Commercial service provider* shall mean a company authorized by the city to engage in commercial solid waste collection and disposal within the city.
9. *Commercial solid waste* shall mean all types of solid waste generated by stores, offices, restaurants, warehouses, and other nonmanufacturing activities, excluding residential, industrial, C&D, and hazardous wastes.
10. *Commercial solid waste collection and disposal* shall mean a company authorized under this chapter to collect, transport, and dispose and/or process commercial solid waste and commercial recovered materials in accordance with this chapter and other applicable laws related to commercial solid waste, commercial recovered materials, as well as incidental administrative tasks related to the performance of those requirements.

11. *Composting* shall mean the controlled biological decomposition of organic matter into stable, odor-free humus.
12. *Construction and demolition waste (C&D waste)* shall mean waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations of pavements, houses, commercial buildings and other structures. Such waste includes, but is not limited, waste containing asbestos, wood, bricks, metal, concrete, wallboard, plywood, cardboard, carpeting, inert waste landfill material, and other non-putrescible waste, which have a low potential for groundwater contamination.
13. *Cubic yard*. Three (3) feet high, by three (3) feet deep, by three (3) feet wide.
14. *Customer* means any firm, resident, owner, manager, entity, corporation or organization that contracts with a company for the collection and disposal of solid waste materials as defined in this chapter and including but not limited to construction/demolition debris, dead animals, solid waste, waste, storm debris, yard trimmings, and recyclable material.
15. *Disabled person* shall mean an owner of a residential service unit who is disabled to the extent that he or she is incapable of placing his or her residential municipal solid waste, storage cart, residential recovered materials, storage bin, bulk waste and/or yard trimmings at the residential designated collection location for collection by the residential service provider, such that he or she satisfies this chapter.
16. *Disposal facility* shall mean a sanitary landfill or other solid waste disposal facility permitted by the Georgia Department of Natural Resources, Environmental Protection Division and/or other applicable regulatory agency with jurisdiction and where the final deposition of solid waste occurs and includes but is not limited to landfilling and solid waste thermal treatment technology facilities.
17. *Disposal* shall mean dumping or depositing of solid waste into or onto a disposal facility.
18. *Duplex* shall mean a building designed exclusively for residential occupancy by two families.
19. *Hazardous waste* shall mean any solid waste which has been defined as a hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under Georgia Hazardous Waste Management Act, O.C.G.A. § 12-8-60 et seq.
20. *Household appliances* such as refrigerators, stoves, washers, dryers, water heaters, and other large, enameled appliances, which do not contain polychlorinated biphenyls (PCB) or chlorofluorocarbon refrigerant (CFC) and have been officially certified to that effect, and in the case of refrigerators and freezers, which have had the doors removed.
21. *Industrial materials/waste* shall mean any solid waste or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include unacceptable waste; recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954, as amended. Shall also mean solid waste generated by manufacturing or

industrial processes or operations that is not a hazardous waste. Industrial waste also includes, but is not limited to, waste resulting from the following manufacturing processes.

- electric power generations; food-related products and byproducts; inorganic chemicals; iron and steel products; leather and leather products; nonferrous metal and foundry products; organic chemicals, plastics and resins; pulp and paper; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textiles; and other discarded parts and machinery.

22. *Landfill* shall mean an area of land on which or an excavation in which solid waste is placed for permanent disposal and which is not a land application unit, surface impoundment, injection well, or compost pile.
23. *Multi-family dwelling* shall mean a building designed exclusively for residential occupancy by more than one family, to include duplex, triplex, and quadraplex units or any connected dwelling.
24. *Municipal solid waste* shall mean any solid waste derived from households including solid waste, trash, and sanitary waste in septic tanks and means solid waste from, single-family and multifamily residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes yard trimmings and commercial solid waste but does not include construction and demolition waste and solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations.
25. *Municipal solid waste disposal facility* shall mean any facility or location where the final deposition of any amount of municipal solid waste occurs, whether or not mixed with or including commercial or industrial solid waste, and includes, but is not limited to, municipal solid waste landfills and municipal solid waste thermal treatment technology facilities.
26. *Non-curb side collection* shall mean collection of residential municipal solid waste outside the residential designated collection location.
27. *Owner* shall mean any person, firm, corporation or other entity owning, leasing, renting, occupying, or managing any residential or commercial premises in the city.
28. *Ownership* shall mean ownership, leasing, renting, occupying, or managing any premises by any individual, firm, corporation or other entity in the city.
29. *Plastic bag* means any bag made with plastic, including biodegradable plastic or compostable plastic, but does not include a Reusable Bag;
30. *Recovered materials* shall mean those materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling whether or not requiring subsequent separation and processing.
31. *Recovered materials processing facility (RMPF)* shall mean a facility engaged solely in the storage, processing, and resale or reuse of recovered materials. Such term shall not include a solid waste handling facility; provided, however, any solid waste generated by such facility shall be subject to all applicable laws and regulations relating to such solid waste.

32. *Recycling* shall mean any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products, except for mixed municipal solid waste composting.
33. *Residential designated collection location* shall mean within six feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the residential service provider for placement of the residential municipal solid waste storage cart, the residential recovered materials storage bin, and/or any yard trimmings, bulk waste, or white goods are placed, that will provide safe and efficient accessibility to the residential service provider's collection crew and vehicle.
34. *Residential municipal solid waste* shall mean municipal solid waste generated at a residential service unit.
35. *Residential municipal solid waste storage cart* shall mean a leak-proof container with attached lid and wheels that allow the automated or semi-automated collection of residential municipal solid waste that meets the specifications established by the city.
36. *Residential recovered materials* shall mean recovered materials generated at residential service units that have been diverted or removed from the residential municipal solid waste stream for sale, use, or recycling, whether or not requiring subsequent separation and processing.
37. *Residential service provider* shall mean a company authorized under this chapter to perform the physical process of collecting, transporting, and disposing of the residential municipal solid waste, residential recovered materials, and bulk waste and/or yard trimmings within the city.
38. *Residential service unit* shall mean each unit or units within the following categories that use single-family, residential-type waste storage containers and/or residential municipal solid waste storage carts. Single-family dwellings; duplexes; triplexes; quadraplexes; and mobile homes.
39. *Residential solid waste* shall mean food waste, including waste accumulations of animal or vegetable matter used or intended for use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables. Solid waste does not include unacceptable waste.
40. *Roll cart* shall mean a plastic, covered receptacle with an incorporated handle and wheels, used for receiving and holding solid waste, recyclables, or compostables with a normal capacity range between twenty (20) and ninety-five (95) gallons.
41. *Selected residential service provider* shall mean a company operating within the city pursuant to a contract under this chapter with the city.
42. *Service Provider* shall mean the selected solid waste provider.
43. *Single-family dwelling* shall mean a detached building, or portion thereof, which is used exclusively for residential occupancy by one family.
44. *Solid waste handling* shall mean the storage, collection, transportation, treatment, utilization, processing, or disposal of solid waste or any combination of such activities.

45. *Solid waste handling facility* shall mean any facility the primary purpose of which is the storage, collection, transportation, treatment, utilization, processing, or disposal, or any combination thereof, of solid waste.
46. *Special services* shall, elective services, and city-sponsored events such as special neighborhood clean-up days that produce amounts of residential municipal solid waste, residential recovered materials, and yard trimmings,.
47. *Transfer station* shall mean a facility, permitted by applicable law, used to transfer solid waste from one collection vehicle to another for transportation to a disposal facility or processing facility.
48. *Unacceptable waste* shall mean hazardous waste, biomedical waste, tires, paints, paint solvents, treated wood, un-emptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than ten pounds, firearms, and any and all waste of which the acceptance and handling by a residential service provider or commercial service provider would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to the service providers equipment or facilities, or present a substantial danger to the health or safety of the public or the service provider's employees.
49. *Yard debris* shall mean leaves, brush, grass clippings, shrub and tree pruning, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations.

Sec. 6-2003. - COLLECTION AND DISPOSAL

Sec. 6-2003.1. - Exclusive collection by city.

- a) The city shall be exclusively responsible for the collection and disposal of all solid waste, and bulk waste within the city limits.
- b) Solid waste collection service shall be provided for by the city either on its own or through independent service providers operating except as follows:
 1. The city shall not be responsible for the collection, hauling and disposing of any type of solid waste originating from professional debris removal services or items generated outside the city, or property regulated by Federal, State, or County governments.
 2. There may be joint or multiple use of solid waste containers by outside collection services, subject to securing a permit or contract therefore from the city council and pursuant to rules and regulations therefore as established by the city council.

Sec. 6-2003.2. - Mandatory service.

- a) It shall be mandatory for all occupants or persons in possession, charge or control of homes, buildings and premises in the city or from which solid waste is created, accumulated or produced to use the collection service provided by the city.
- b) Every residence within the city will be provided solid waste collections and disposal services from the city at a fee established by the City Council.
- c) Exception. The city manager, or designee, shall be authorized to allow additional service providers to negotiate directly with properties classified as industrial with special service requirements or own by a Federal, State, or County government.

Sec. 6-2003.3. - Pre-collection for containers.

- a) All solid waste shall be placed in bags securely closed and stored in solid waste authorized containers.
- b) The total content within the bags shall not exceed the strength of the bag. The total weight placed in a container shall not exceed the weight noted on the container. If no limit is noted, the weight shall be set at 65 lbs.
- c) Any solid waste that may injure or hamper a collector, such as, but not limited to, potentially sharp or dangerous objects shall be securely wrapped to prevent puncture of the bag/wrapping or solid waste container.
- d) If an authorized solid waste container is obstructed in such a manner so as to prohibit the collection vehicle from dumping the container, the container's contents will not be collected and/or an additional charge may be imposed for any additional effort to collect such waste.
- e) Waste placed in containers other than authorized containers will not be collected and the property owner will be subject to penalties if the containers are not removed within the specified timeframe.
- f) Liquids shall be limited to small amounts trapped within containers.

Sec. 6-2003.4. Time of collection.

- a) Collection of solid waste shall be made at least once a week from private residences, and as many times per week as the city businesses may order in accordance with specified contracts with city approved service providers.
- b) No Service Provider shall make residential collections between the hours of 7:00 p.m. and 6:00 a.m.
- c) The city manager, or designee, may adjust the times of service to accommodate special events or during declared emergencies.

Sec. 6-2003.5. - Storage and accumulation of refuse and wastes.

- a) No refuse or waste shall be stored on public property at any time, except within twenty-four hours (24) prior to collection as provided in this Ordinance, and no refuse or waste shall be stored upon any private property other than that owned or occupied by the property in an approved method.

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- b) *Unauthorized accumulation.* Any accumulation of refuse/waste on any premises in violation of this Ordinance is declared to be a nuisance and is prohibited and subject to penalties.

Sec. 6-2003.6. - Prohibited acts.

- a) No person, company, service provider, corporation, property owner, or other entity shall violate the requirements set forth in this Ordinance.
- b) No person or entity shall collect solid waste in a manner which will be conducive to insect and rodent infestation or the harboring and feeding of animals; impair the air quality; impair the quality of the ground or surface waters; impair the quality of the environment; or likely create other hazards to the public health, safety, or well-being as defined by Georgia Department of Natural Resources, Environmental Protection Rule 391-3-4-04 or other applicable environmental codes.
- c) No person other than the occupant or owner thereof shall utilize any container placed for the purpose of storing solid waste pending collection, or remove or take any of the contents thereof, or remove any container from the location where the container has been placed by the owner thereof.
- d) No person shall discard or deposit any solid waste on the land of another without first obtaining permission of the owner in accordance with legislation established to regulate solid waste.
- e) No person shall discard or deposit, or permit the discarding or depositing, of any solid waste on any public right-of-way, except in receptacles provided for the purpose of holding such solid waste or exceptions as noted by this Ordinance.
- f) No person shall deposit any burning or smoldering material in waste or litter containers, or receptacles located in the city limits.
- g) No person shall set fire to the contents of any container, scatter the contents thereof or otherwise vandalize, damage or destroy such container or receptacle.
- h) No person shall deposit large items in containers exceeding the specified weight or preventing the lid to be securely closed.
- i) No solid waste may be disposed of by any person in an open dump, nor may any person cause, suffer, allow or condone open dumping or the burying of waste on their property as defined by Georgia Department of Natural Resources, Environmental Protection Rule 391-3-4-04 without a permit authorized by the City of South Fulton or other government with jurisdictional authority.
- j) No dead animal greater than one pound shall be deposited in any city authorized container. All dead animals shall be disposed in a method applicable by State laws.

Sec. 6-2003.7. - Contagious disease refuse.

The removal of clothing, bedding or other refuse from places where infectious diseases or biomedical waste have prevailed shall be decontaminated prior to removal under the supervision

and direction of the Fulton County Health Department or appropriate agency. Such refuse shall not be placed in containers for city collection until decontaminated.

Sec. 6-2003.8. - Hazardous accumulations.

- a) No owner or occupant shall allow the accumulation on premises under their control or on or about any commercial establishment any solid waste where such solid waste creates a health hazard to neighbors or other citizens or is unsightly or emits foul or obnoxious odors which constitute either a public or private nuisance. Such conduct shall constitute a violation of this Ordinance.
- b) No person or entity shall place into a residential container any tires, paint cans, vehicle batteries, mercury-containing items, asbestos, or like items.
- c) It shall be a violation of this chapter to place or cause to be placed for collection by a residential service provider or commercial service provider any acid, explosive material, flammable liquids or dangerous or corrosive material of any kind.

Sec. 6-2003.9. - Construction and demolition waste.

All construction and demolition contractors shall provide on-site refuse receptacles, bulk containers, or detachable containers for loose debris, paper, building material waste, scrap building materials, and other trash produced by those working at the construction site. The site shall be kept in a litter-free condition. The number of bulk containers or dumpsters shall be determined by the size and/or type of the job.

Sec. 6-2003.10. - Building and inert materials.

- a) The city shall not be responsible for the collecting or hauling of building material originating from private property preliminary to, during or subsequent to the construction of new building, alterations or additions to an existing building of whatever type or from demolition of existing structures. Such material shall be removed by the owner of the property at their expense.
- b) Such materials shall not be placed on public property unless designated in accordance with an applicable building permit issued by the City of South Fulton.

Sec. 6-2003.11. - Depositing in container of another to avoid pickup service.

It shall be unlawful for any person to deposit any solid waste, trash, dirt or dead animals in any container provided or maintained by any owner, occupant or tenant or lessee using or occupying any building or commercial businesses, in any quantity to avoid providing or

subscribing to a service for the pickup of such solid waste at the residence or the site of the operations of the business of such persons.

Sec. 6-2003.12. - Holidays.

The city recognizes that the Service Providers will not provide services on the designated dates and/or holidays which will be observe which are up to six holidays to include: New Year's Day, Thanksgiving Day, Christmas Day, and three other holidays as specified by the city manager. When a holiday is scheduled, customers will be provided an alternative collection date.

Sec. 6-2003.13. – Non Curbside Collections or Residential collection assistance due to physical limitations.

- a) A written verification by a medical doctor that the resident is unable to physically place containers at the curbside may qualify the residential property to receive non-curbside container assistance. Residents requesting assistance must live alone or all persons living in household must be unable to assist with placing the containers curbside.
- b) Residences receiving assistance with the non-curbside service will utilize a collection point designated by the city's service provider which shall be located on the outside of the residence. The Service Provider shall not enter inside a private residence or open a secured location in order to remove solid waste.
- c) Any materials in the provided container shall be in a closed plastic bag. Each bag must not exceed thirty (30) pounds and must fit within the container. Extra bags lying around the roll cart may not be collected.
- d) Containers must be visible from the roadway and may be limited to a distance from the public roadway if specialized equipment has limited access
- e) A disability form may be required by the city and will be available by contacting the City of South Fulton Solid Waste Coordinator.
- f) The age of the resident shall not be the sole determining factor but may be considered for those over the age of 65 and living alone.
- g) Collection assistance is not available for non-residential units or multifamily units utilizing a dumpster.

Sec. 6-2004. – CONTAINERS AND DUMPSTERS

Sec. 6-2004.1. Approved containers—Regulations.

- a) Each residential property shall be provided a +/-95-gallon roll cart container for household solid waste disposal. Additional roll carts may be leased by agreement with the residential service provider.

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- b) If approved by city council and economically feasible for the City, each residential property shall be provided a roll cart for recycling. The recycling container will be marked differently from the solid waste container. See also Sec. 6-2008 - **RECYCLING & GREEN INITIATIVES**
- 1) Only recyclable items identified by the city or service provider shall be placed in the recycling container.
 - 2) Due to market conditions the City Council may limit or suspend recycling services as a provided city service.
- c) All owners/lessees of residential units shall keep the containers in a clean, neat and sanitary condition at all times.

Sec. 6-2004.2. - Loss or damage to authorized containers.

- a) Authorized containers assigned to residential or commercial customers are and shall remain property of the Service provider.
- b) Damage due to, loss, or removal of an authorized container assigned to a residential or commercial unit shall be the responsibility of the property owner at the time such damage, loss or removal is discovered by the City or service provider.
- c) Persons moving shall leave all authorized containers at the location to which the containers have been assigned.
- d) In the event that the container is damaged due to the City or Service Provider's negligence or determined to be a defective container, a replacement container shall be provided to the owner of the property at no charge within ten (10) business days of being reported.
- e) All containers deemed to have been damaged by someone other than the City or Service Provider shall be billed to the property owner in-full. Payment shall be received in full prior to delivery.
- f) Loss containers shall be billed at the actual cost to replace the container.

Sec. 6-2004.3. - Maintenance of authorized containers.

- a) Each container shall be maintained in as sanitary condition as is reasonably possible and shall not be allowed to create strong, offensive or noxious odors, serve as an insect or rodent feeding area or habitat, become unsightly or cause other conditions which would constitute a nuisance.
- b) Containers shall not be altered, painted, or modified.
- c) No holes shall be drilled into the container to allow fluids to escape.
- d) Containers shall only be used for the intended purpose.

Sec. 6-2004.4. - Replacement of authorized containers.

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- a) Not all replacement containers shall be considered new but will be delivered clean and in working condition.
 - b) The City or Service Provider is not obligated to provide a new container due to the current container being dirty or not maintained by the current or previous owner.
 - c) A property owner being billed for solid waste may request a new container to replace the current container at a cost of fifty percent (50%) of the actual cost of the new container. The City or Service provider will honor this request twice per calendar year per paid property.

Sec. 6-2004.5. – Inspection of containers.

- a) The City or Service Provider is authorized to inspect all provided containers located on public property between the hours of 7:00 am and 7:00 pm Monday through Friday.
- b) The City or Service Provider shall be authorized to remove any container found to be in violation of this Ordinance.
- c) The property owner will receive notification within five(5) business days of any removed containers and the reasons why the container was removed.

Sec. 6-2004.6. - Lids or covers of containers to be kept secure and fastened.

The lids or covers of all solid waste containers shall always be kept secure and fastened so that flies and other insects may not have access to the contents thereof. While placed for collections, the lids should be securely closed and no contents within the containers should be visible.

Sec. 6-2004.7. Location of Containers.

- a) *Residential premises.* With respect to residential premises, no solid waste containers or other containers other than those of the city or service provider, shall be placed or located within the right-of-way of a street or alley or at a distance exceeding two feet (2') from the edge of street right-of-way.
- b) No container shall be placed within three feet (3') of a mailbox, fire hydrant, or block any access to a sidewalk or driveway, where additional spacing is available).
- c) Containers shall only be placed along public roads during authorized times. All containers shall be placed no earlier than 24 hours prior to the scheduled pick up and shall be removed no longer than 24 hours following collection of all waste and recycling containers. The same standard shall be used for all bulky trash. Allowable yard debris shall be placed no earlier than 72 hours prior to collection of the same.
- d) Private streets and other roads which are not dedicated streets, roadways or city rights-of-way shall be fully accessible to the city or service provider and equipment in order for collections to be made in an unobstructed fashion. The city reserves the right to select an alternative location for collection when private roads are not suitable.
- e) Only authorized containers shall be placed within the City for collections.

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- f) *Commercial and industrial premises.* With respect to commercial and industrial premises, containers shall be kept on the premises at a place approved by the City, readily accessible to collection vehicles.

Sec. 6-2004.8. – Commercial use and dumpsters.

- a) Dumpsters, and compactors shall be the responsibility of and maintained by the owner of such property in a clean, disinfected, and sanitary manner so as to prevent the breeding of insects, vermin, or vectors, and/or the release of odors.
- b) All new dumpsters installed for residential and commercial properties after the effective date of this Ordinance shall be screened from view by a decorative masonry wall one foot taller than the dumpster on three sides and provide an operable gate for collection. In-ground compactors shall be screened by landscaping. Above ground compactors shall be screened by decorative masonry wall one foot taller than the compactor on three sides and provide an operable gate for collection. Temporary dumpsters provided for construction or special events (less than 30 days), are excluded from this requirement. This section does not substitute or remove any additional conditions required under applicable building or zoning codes.

Sec. 6-2004.9. - Unauthorized use of dumpsters; scavenging prohibited.

- a) It shall be unlawful for any person to throw, deposit or otherwise leave trash in dumpsters that are leased and paid for, for private use, except by permission of the owner. This prohibition includes dumpsters on City property. Only dumpsters marked "For Public Use" shall be used as intended. Solid waste and items placed outside a dumpster shall constitute litter.
- b) It shall be unlawful for any person to scavenge or remove solid waste from dumpsters. Solid waste and materials placed within dumpsters are the property of the company providing the service and the owner on file.

Sec. 6-2005. - RESERVED

Sec. 6-2006. – LITTER

Sec. 6-2006.1. - State law adopted regulating littering and enforcement thereof.

- a) *Adoption by reference.* O.C.G.A. § 16-7-43 "Dumping, depositing, etc. litter on public or private property or waters" is hereby adopted with like effect as if recited herein.
- b) *Enforcement.* Unless expressly prohibited by other law, the enforcement provisions contained in O.C.G.A. § 16-7-45 is hereby adopted with like effect as if recited herein.

Sec. 6-2006.2. - Littering and noxious deposits prohibited.

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- a) It shall be unlawful for any person to throw or deposit or cause to be thrown or deposited upon the streets, sidewalks, lanes or alleys or to any storm sewer, catch basin or drainage ditch, any paper, plastic, food waste, tree limbs, grass cuttings, yard debris, bulk waste, or other garbage/waste materials.
 - b) No person shall deposit on or bury in, or cause to be deposited on or buried in, any of the land, public square, street, alley, lanes, vacant or unoccupied lot, or into any lake or watercourse, any noxious filth, odors or offensive liquid, solid material within the limits of the city except in standard approved garbage receptacles from which regular collections are made.

Sec. 6-2006.3. - Minimum vehicle standards for collections.

An adequate number of vehicles shall be provided by the commercial and residential contractors to service its city customers. All such vehicles shall be licensed in the state and shall operate in compliance with all applicable state, federal and municipal regulations. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicle shall be willfully overloaded. Each vehicle shall be operated by a qualified driver holding a valid license of the category required to operate such vehicles.

Sec. 6-2006.4. - Prohibition against littering public or private property or waters.

- a) It is unlawful to place any litter or other debris within the City's streams, bodies of water, or stormwater systems.
- b) It shall be unlawful for any person to dump, deposit, throw or leave or to cause or permit the dumping, depositing, placing, throwing or leaving of litter on any public or private property within the city unless:
 - 1) The property is designated by the state or by any of its agencies or political subdivisions for the disposal of such solid waste, and such person is authorized by the proper public authority to use such property.
 - 2) The litter is placed into a receptacle or container installed on such property; or
 - 3) The person is the owner or tenant in lawful possession of such property or has first obtained consent of the owner or tenant in lawful possession, or unless the act is done under the personal direction of the owner or tenant, all in a manner consistent with the public welfare.

Sec. 6-2006.5. - Vehicle transporting or causing litter.

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- a) No person shall operate any motor vehicle with items on or in such vehicle unless the items on or in such vehicle is adequately secured to prevent the dropping or shifting of materials from such load onto the roadway.
 - b) It is the responsibility of the vehicle owner to secure all loose items such as paper, cardboard, plastic or similar items from leaving the vehicle.
 - c) It shall be unlawful to drive or operate a vehicle in the City hauling wet litter or waste which vehicle allows such material to leak, flow freely or spill from such vehicle.
 - d) Any litter or waste hauled on a moving vehicle in the City shall be placed in an enclosed area of the vehicle or covered or secured by a tarpaulin or other form of covering or restraint device adequately tied or anchored in such a manner that the litter or waste will not blow or escape from such vehicle while such vehicle is moving or is parked on public or private streets or roadways in the city.
 - e) Vehicles used for the collection and transportation of waste or litter in the City shall be maintained in good repair, have watertight, metal bodies of easily cleanable construction, and shall be kept sufficiently clean so as to prevent the creation of offensive or noxious odors, insect or rodent habitation, unsightly conditions or other conditions that would constitute a nuisance.
 - f) The operator of the offending vehicle shall be cited for any violation of this section.

Sec. 6-2006.6. - Prima facie evidence.

Whenever litter is thrown, deposited, dropped or dumped from any vehicle, boat, or other conveyance in violation of this Chapter, it shall be prima facie evidence that the operator of the conveyance has violated this section of the City ordinance..

Sec. 6-2006.7. - Litter receptacles to be provided by city.

The public works director, or designee shall establish and maintain receptacles for the deposit of litter at appropriate locations within the city where the property is frequented by the public. No receptacle will be placed on private property by the city.

Sec. 6-2006.8. - Duty of business owners, occupants.

- a) All businesses open to the public shall place and maintain a container to deposit trash on the outside of the business. Businesses sharing a single property location will be counted as a single business for the purpose of this section.
- b) The owner or occupant of any business or commercial property within the city shall at all times keep their premises clean of trash, paper, cartons, package containers and other used or waste

materials thrown or left on such premises and to prevent the same drifting or blowing to adjoining premises.

Sec. 6-2007.. - YARD TRIMMINGS AND BULK WASTE DISPOSAL REGULATIONS

Sec. 6-2007.1. Residential collection of yard waste generally.

- a) Residential customers may contract for yard waste collections through the city's designated provider or from a licensed collector.
- b) Property owners are responsible for the removal of loose debris left behind after collections within three (3) days. Items placed or washed into a stormwater drain will be considered a violation.

Sec. 6-2007.2 – Allowable time of placement of yard debris for collection.

- a) All residents utilizing collections of yard debris shall place such items on their premises behind the curb line, located so as to be easily accessible to street pickup and shall be placed at least three feet from fixed items such as fire hydrants, telephone poles or electrical boxes, water meters, mailboxes or anything that could be damaged by equipment or personnel picking up said items.
- b)

Sec. 6-2007.3. - Tree and landscaping service disposal.

- a) All holders of a tree service license or any person engaging in the cutting of trees/vegetation for hire or compensation shall be required to remove all debris, brush and limbs. It shall be unlawful for any person to trim or remove trees within the city unless the byproduct from those services is immediately removed from the premises and properly disposed of.

This section shall apply to all debris which exceeds the definition of yard debris acceptable for monthly collection by the city noted in Sec. 6-2007.2.

Sec. 6-2007.4. - Bulk waste.

- a) Bulk waste from residences may be placed at curbside for collection during a designated service once per month,. One (1) cubic yard will be collected per designed visit monthly for each active residential account at no additional charge.
- b) All residents utilizing city collection of bulk waste shall place such items on their premises behind the curb line, located so as to be easily accessible to street pickup, not to be placed over or next to fixed items such as fire hydrants, telephone poles or electrical boxes, water meters,

mailboxes or anything that could be damaged by equipment or personnel picking up said items. The city and its collection service provider will not be responsible for repairing or replacing items removed or damaged which were placed curbside in such a manner that it appeared to be intended for removal or was not visible because it was mixed with other items placed curbside.

- c) Bulk waste placed curbside outside of the designated week of the month and/or exceeding the one (1) cubic yard per month shall be picked up at a cost of seventy-five dollars (\$75.00) per cubic yard and billed to the property owner.

Sec. 6-2007.5. - Composting permitted.

Composting is allowed and permitted pursuant to this article for residential property that consists of a minimum of 22,000 square feet and can be placed at a minimum of fifteen feet (15') from a real property line in the rear of the property. Composting shall be maintained in accordance with city ordinances to avoid any nuisances.

Sec. 6-2007.6. – Holiday trees

- a) The city will remove one (1) natural holiday tree up to fifteen (15') feet in length per residential unit during the first two full weeks in January. These items can be set out for collection on the resident's regular collection day.
- b) Holiday trees shall be placed off the road in a manner that does not block road, sidewalks, or stormwater drains/ditches.
- c) Residents shall remove decorations such as wires, lights, stands, and tinsel from the tree.

Sec. 6-2007.7. – Exclusion

- a) Bulk waste disposal shall not apply to multi-family or commercial properties. Removal of bulk waste shall be the responsibility of the property owner when excluded from city collections.
- b) The City Council or by and through the City Manager, reserves the right to suspend collections based on pending weather conditions, service agreement, or fiscal constraints.

Sec. 6-2008. – RECYCLING & GREEN INITITIVES

Sec. 6-2008.1. – General.

- a) The City Council finds that it is in the best interest of the citizens of the City, in order to promote the health, safety and welfare of the citizens to recycle as many waste materials as possible in order to reduce the accumulation of litter and waste within the City and to reduce

the overall solid waste materials which must be properly disposed of; therefore, it is the policy of the City to encourage recycling whenever practicable.

Sec. 6-2008.2. Recycling services, bins.

The city may from time to time provide, or cause to be provided through their Service Provider, collection bins for collection of recyclable material. Upon receipt of a collection bin, each owner/lessee shall keep such collection bin in a clean, neat and sanitary condition at all times. In the event any collection bin becomes lost, destroyed or damaged, or otherwise unusable for the collection of recyclable materials, said owner/lessee shall reimburse the city for the cost for replacing such collection bin.

Sec. 6-2008.3. Green energy service providers.

The City encourages Service Providers to utilize green energy vehicles such as natural gas, electric, and hydrogen fuel sources. During the selection of a Service Provider the City Council reserves the right to add a preference towards providers that have the ability to utilize green energy vehicles and/or facilities. Other preferences may be awarded for utilizing recyclable materials in provided residential carts.

Sec. 6-2009. – RESIDENTIAL SERVICE PROVIDERS

Sec. 6-2009.1. - License required.

No individual, partnership, corporation or other entity shall collect and dispose of municipal solid waste without obtaining a tax occupation certificate to provide service from the city.

Sec. 6-2009.2. Specific directions to collectors as to handling.

- a) Service Providers are instructed to remove only the contents located within the authorized containers and yard trimmings and bulk waste placed at the curb in accordance with Sec. 6-2007.
- b) In accordance with Sec. 6-2012, the city or its service provider shall be notified by the customer a minimum of two (2) business days before the day of collection if additional services are requested. The city or its contractor will determine the charge according to the amount of material to be removed.

Sec. 6-2009.3. - Establishment of performance bond on service.

- a) A performance bond shall be posted with the city by the registered or contracted solid waste hauler for the purpose of covering the cost of continued collection and disposal of waste and

recyclable materials for the hauler's customers in the event a registered hauler abandons service.

- b) Each waste hauler shall present said performance bond equal to an amount to cover a minimum of sixty (60) days of waste collection and disposal at the time of an approved and executed agreement. Said amount shall be maintained for the term of the executed agreement.

Sec. 6-2009.4. - Transfer, sale, or conveyance by company for residential services.

- a) The service provider shall not transfer, assign, sell or convey any rights granted under any resulting agreement from this Ordinance without the prior written approval of the City Council
- b) The service provider may, upon ninety (90) day written notice to the city manager, transfer the agreement to a wholly owned subsidiary of the service provider; provided the terms of the executed agreement is not altered and the City Council has voted to approve the transfer.
- c) This section shall not apply to vehicles, replacements, maintenance, upgrades or modifications of equipment, machinery, containers and buildings by service provider for the purpose of maintaining and continuing its operation within the city.

Sec. 6-2009.5. - Insurance.

- a) At the time of submission of a signed authorized service agreement and prior to engaging in solid waste handling in the city and annually thereafter, each service provider shall provide as a requirement of the awarded contract proof of minimum insurance as follows:
 - 1. Comprehensive general liability insurance in the amount of \$1,000,000.00.
 - 2. Vehicle liability as follows:
 - i. A limit of \$500,000.00 per occurrence for bodily injury and property damage.
 - ii. Comprehensive covering all owned, non-owned, and hired vehicles.
 - iii. All insurance contracts must specify vehicles for solid waste collection.
 - 3. Umbrella liability insurance coverage at least as broad primary coverage in an amount of \$1,000,000.00.
- b) All comprehensive general liability, vehicle liability, and umbrella liability policies shall show the city as an additional insured and shall provide for sixty (60) days' notice of cancellation to the city manager.
- c) The Mayor and City Council with advice from the city attorney may increase the listed minimum requirements at the time of selection.

Sec. 6-2009.6. - Responsibility for customer education.

- a) It is the Service Provider's obligation and responsibility to educate all customers on industry trends and best practices relating to solid waste collection, removal, and disposal. Such

education programs must consist of the following elements: recycling; holiday schedules; new customer information; and any service-related items.

- b) All Service Providers have the obligation to inform customers of any non-collected trash or items placed for collection by the customer. Further, it is the Service Provider's obligation and responsibility to educate customers on days of collection for each specific service provided.
- c) All mass notifications directed to customers shall be sent through official communications to the City Manager or designee at a minimum of three (3) business days prior to sending to City residents and/or businesses.

Sec. 6-2010. - COMMERCIAL AND INDUSTRIAL SOLID WASTE REMOVAL AND DISPOSAL

Sec. 6-2010.1. - Businesses and industries within the city.

- a) All businesses and industries located in the city shall place all the solid waste generated by them in containers. All commercial containers must have close-fitting lids. All lids and side doors shall be kept closed by the users, so the contents are covered at all times.
- b) All containers shall be stored on private property and may not interfere with vehicular or pedestrian traffic. In the event that a container is placed on city property a lease agreement shall be first entered into with the city.

Sec. 6-2010.2. Commercial service providers.

- a) In order for the city to provide adequate service to the city for the collection, removal and disposal of accumulated refuse, the city may enter into a contract with an independent contractor, either private or another municipal corporate entity, for such services. In such event, any contract entered into shall be required to meet the standards and regulations of this Ordinance; provided, however, that the service provider shall have the right to offer specific services to all commercial or industrial customers which may involve specialized trucks, compactors, machinery or handling. Under such circumstances, all commercial or industrial customers using such services commonly referred to as roll-off services shall be subject to rates negotiated between the contractor and the building owners and/or occupants and shall be billed directly by the contractor.
- b) For items requiring special handling due to size, weight, type of material, or method of placement, the charges are to be negotiated between the contractor and the generator/owner prior to collection, and such service fees shall be billed directly to the customer from the contractor.
- c) In the event the city enters into a contract with a service provider for the collection of refuse throughout the city, such contract, once approved, shall be adopted by resolution and published in the office of the city clerk.

Sec. 6-2010.3. Application process; solid waste collection permit.

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- a) It shall be unlawful for any commercial/industrial solid waste contractor (hereinafter "commercial contractor") to provide commercial solid waste collection and disposal services within the city without first obtaining a city solid waste collection permit. Contractors desiring to perform such services shall make written application to the city for a permit on forms prescribed by the public works director.
 - b) All applications shall be accompanied by a \$500.00 application fee to defray investigative, administrative and regulatory costs. Permits shall be issued to qualified applicants for a twenty-four-month (24) period from the time the application is approved. Each commercial contractor issued a permit shall pay a quarterly franchise fee as provided in Section 6-2010.4.
 - c) Commercial contractors desiring to renew their permits shall file renewal applications accompanied by a \$500.00 renewal application fee. The renewal application shall be submitted on forms prescribed by the public works director on or before sixty days (60) before expiration.
 - d) The permit holder shall not transfer, assign, sell or convey any rights granted under any resulting agreement from this Ordinance without the prior written approval of the City Council

Sec. 6-2010.4. Commercial Franchise fees.

- a) Each commercial contractor shall pay a franchise fee to be set by the city council from time to time per cubic yard of solid waste removed from the city, payable quarterly in accordance with reporting procedures adopted.
- b) The commercial franchise fee shall be established at ten percent (10%) unless specifically noted and executed in an agreement. A reduction less than 10 percent (10%) shall be agreed to annual by a vote of the entire Council annually.
- c) Every permitted commercial contractor is required to provide dependable solid waste service to customers within the city. Failure to provide dependable service may result in fines and/or permit revocation.
- d) *Permit decal, name, address and phone number of the firm required on containers.* Each commercial refuse container, recycling container, stationary compactor, and industrial waste container serviced by a commercial solid waste or recycling firm shall have affixed in a conspicuous place a distinctive red decal issued by the City of South Fulton which shows it is authorized to operate in the city. Commercial solid waste or recycling firms authorized to provide service within the city shall obtain decals from city and shall place them on the containers that they service. In addition, each commercial refuse container, recyclables container, stationary compactor, or waste container shall carry in a conspicuous place the name, telephone number and address of the firm authorized to service it. Distinctive decals shall be placed on commercial refuse containers.

Sec. 6-2010.5. Routes and hours of collection.

Not less than thirty (30) days prior to commencing service, each commercial contractor shall furnish for the city's approval the initial schedules and maps of all routes to be used in servicing the commercial contractor's city customers. Any changes in routes and/or schedules shall also be

subject to the director's approval, which will not be unreasonably withheld. The commercial contractor shall only undertake collections during the city's normal hours of collection, as adopted from time to time by the director. Exceptions may be made only upon the mutual agreement of the director and the commercial contractor. The commercial contractor shall also comply with all applicable city ordinances, including the city's noise ordinances.

Sec. 6-2010.6. RESERVED

Sec. 6-2010.7. - Reporting requirements.

- (a) Within 30 days following the close of each calendar quarter ending March 31, June 30, September 30, and December 31 of each year of operation, the solid waste service provider shall submit to the city manager reports of operation showing the following:
 - (1) Gross collection revenues and average number of customers during the quarter by service type.
 - (2) Tonnage figures showing the total waste tonnage collected by service type.
 - (3) Tonnage figures showing total recovered materials collected by type and proof of recycling in the form of manifests, bills of sale or other records showing adequate proof of movement of the material to a recycling facility as provided in this article.
 - (4) Proof of disposal of unrecovered materials at state-approved disposal facilities and the name of each such facility.
- (b) The service provider shall maintain at its place of business books and records showing the names and addresses of all owners and tenants with whom the service provider contracted for solid waste handling services, including the street address for the property served. The service provider shall submit upon reasonable request of the city manager to a financial audit by a certified public accountant or auditor employed by the city.

Sec. 6-2010.8. - Reserved

Sec. 6-2010.9. - General conditions of commercial collection.

- a) The owner or occupant of any premises, office, business establishment, institution or industry or similar commercial establishment, shall be responsible for the collection and transportation of all solid waste accumulated at such premises, establishment or facility to a solid waste handling facility operating in compliance with state regulation and must arrange for service with an approved service provider.
- b) No business license or renewal thereof shall be issued until the owner or occupant of such premises provides the city business license office with the name of the service provider which provides collection for the business, or an exception has been granted by the city manager.

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- c) The city reserves the right at all times to direct and control the time, place and manner of commercial solid waste handling. Nothing in this article is intended to abridge the city's right to ownership and control of the waste stream.
 - d) Each service provider shall be responsible for all billing and invoicing to and collecting of service fees from its customers.
 - e) The city shall maintain all approved commercial providers in the office of the city clerk and shall make available to businesses annually with business licenses renewals.

Sec. 6-2010.10. - Termination of authorization to provide commercial services.

- a) Authorization to provide solid waste services may be terminated by mutual agreement of the city and service provider at any time. Service providers may terminate authorization and surrender their permit to provide services by giving 60 days' notice to the city manager and furnishing proof to the city manager that all advance payments have been used by providing a service or have been refunded.
- b) The city manager shall notify any service provider of its violations of this article. Upon notification of the alleged violation, a service provider shall have ten (10) calendar days to comply with any directive of the city manager to correct any such violation.
- c) At the discretion of the city manager, a hearing shall be held before the mayor and city council with the service provider being notified in writing of the time and place of the hearing and the violations of this article which have not been corrected. The service provider will be given the opportunity to appear by representative or counsel to answer any such charge. Should the mayor and city council determine by a majority vote that any of the sections of this Ordinance have been violated by the service provider, the mayor and city council shall have, in its discretion, the absolute right to suspend or revoke the authorization to provide service or provide for probation for the service provider.
- d) Authorization to provide services is nontransferable.

Sec. 6-2011. – ADMINISTRATION & ENFORCEMENT FOR RESIDENTIAL SERVICE

Sec. 6-2011.1. - Contracts with independent solid waste providers.

In order for the city to provide adequate service to the citizens of the city for the collection, removal and disposal of refuse accumulated within the city, the city may enter into a contract with an independent provider, either private or another municipal corporate entity, for such services.

Sec. 6-2011.3. - Contract price.

The city council may negotiate with an independent service provider or another municipal corporate entity the terms, conditions and consideration to be paid for the services sought under such a contract; and it shall be presumed that any consideration agreed upon between the city and

such independent service provider or municipal corporate entity shall be in the best interest and welfare of the city.

Sec. 6-2011.4. - Exclusive right of collection; ownership of materials collected or dumped.

- a) The city council shall have the exclusive right to award the collection, removal and disposal of residential solid waste within the city limits. No private individual, business, agent or other operation shall be permitted to haul solid waste produced by owners, occupants, tenants and lessees of residential buildings and premises for residential property and premises without first having obtained permission from the city council.
- b) Any person or company desiring such permission shall bid on the service during times specified, giving the details of operation and any charges to be made, all as may be required by the council and, where allowed, may negotiate such additional terms and conditions. Once a contract is issued by the council for such operations, the contract shall be issued in the name of the applicant. The council shall have full authority to make any other reasonable regulations relating to the hauling of solid waste over city streets and thoroughfares by independent collectors.

Sec. 6-2011.5. Establishment of collection routes and areas.

The public works director, or designee, shall divide the city area into collection areas and routes, with areas and routes plainly outlined on a map of the city and listed numerically. The director shall prepare a list of the names of all the streets, roads, alleys, drives, highways and other public thoroughfares within each such route and shall provide such map and lists for the city clerk for public inspection. No neighborhood shall be split by collection day by a solid waste route.

Sec. 6-2011.6. - Powers and duties of public works director.

- a) The public works director, or designee, may from time to time prepare collection schedules designating days for collection of residential refuse, yard debris, and bulk goods wastes to present to the city manager for approval.
- b) Where strict application of this Ordinance would create an undue hardship, the public works director may, in his discretion, authorize a variance up to 90 days from the strict application of this Ordinance except where payments are required. The City Manager may grant or deny a variance beyond the initial 90 days. No variance shall exceed one-year.

Sec. 6-2011.7. - Inspections and enforcement.

- a) This Ordinance shall be enforced by city code enforcement officials, the city manager, or designee. Enforcement authority shall include the power to determine compliance with this Ordinance, to investigate complaints of violations of this Ordinance, and to pursue violations in any court of competent jurisdiction.

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- b) The provisions of this chapter regarding the disposal or onsite burial of solid waste may be enforced by the Georgia Department of Natural Resources, Environmental Protection Division.
 - c) Nothing in this chapter shall affect the ability of the city to pursue any remedies against any person and/or entity under local, state, or federal law.
 - d) Nothing in this chapter shall affect the ability of the city to pursue the remedies available to it by virtue of its police powers.
 - 1. The director of public works, code enforcement officers, and/or police officers are authorized and directed to make inspections for the orderly compliance with this section and to issue citations for any violation of this section.
 - 2. All law enforcement agencies, officers and officials of this state or any political subdivision thereof, or any enforcement agency, officer or any official of any commission of this state or any political subdivision thereof, are hereby authorized, empowered and directed to enforce compliance with this chapter.
 - 3. Upon affidavit being made, the property owner, tenant, occupant, person in possession, or person creating the offensive and noisome act shall be served with a citation by the city police department and allowed to show cause, if any, why such person should not be found guilty of the offense, and upon conviction for failure to show good cause, shall be subject to punishment as provided in accordance with this Ordinance or as applicable under state law.

Sec. 6-2011.8. - Removal of nonconforming solid waste or other debris.

If a property owner has not removed all nonconforming solid waste or yard debris from a public right of ways or easements within forty-eight (48) hours after notification by the public works director, or designee, the public works director or designee may order such removal and all actual costs incurred plus a fifty dollar (\$50.00) administrative fee shall be billed to the property owner(s) or occupant(s).

Sec. 6-2011.9. Evidence of littering.

- a) Whenever litter is thrown, deposited, dropped, or dumped from any vehicle, boat, or other conveyance in violation of this Ordinance, it shall be prima facie evidence that the operator of the conveyance has violated this Ordinance.
- b) Except as provided in subsection (a) of this section, whenever any litter which is dumped, deposited, thrown or left on public or private property in violation of this article is discovered to contain any articles including, but not limited to documentation which display the name of the person thereon in such a manner as to indicate that the article belongs or belonged to such person, it shall be a presumption that such person has violated this Ordinance.

Sec. 6-2011.10. - Municipal court jurisdiction.

Hearings for all violations of this Ordinance shall be held in the municipal court of the City of South Fulton, unless the prosecuting attorney, Solicitor or Municipal Court Judges determines that a conflict exists or improper venue and/or jurisdiction

Sec. 6-2011.11. - Compliance.

- a) No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with this Ordinance and all applicable state and federal legislation, rules, regulations and orders.
- b) It shall be a violation of this Ordinance for any person, not approved by the city, to collect and haul any refuse or recyclables other than that arising from his own accumulation.

Sec. 6-2011.12. - Penalties.

Any person who violates any provision of this Ordinance may, upon conviction, incur a fine not to exceed \$1,000.00 for each offense and/or community service not to exceed ten (10) days. Each day a violation of this chapter continues shall be considered a separate and distinct offense.

Violators shall be cited and, upon conviction thereof, shall be punished as follows:

- (1) By a fine of not less than \$200.00 and not more than \$1,000.00.
- (2) In addition to the fine set out of this section, the violator shall reimburse the city for the reasonable cost of removing the litter when the litter is or is ordered removed by the city.
- (3) At the sound discretion of the court, the person may be directed to pick up and remove:
 - a. From any public street or highway or public right-of-way for a distance not to exceed one mile any litter he has deposited and any and all litter deposited thereon by anyone else prior to the date of execution of sentence; or
 - b. Any and all litter from any public property, private right-of-way, or with prior permission of the legal owner or tenant in lawful possession of such property, any private property upon which it can be established by competent evidence that the person has deposited litter.

Sec. 6-2011.13. Exemption

All Fulton County Schools, County facilities, State or Federal facilities requiring solid waste collection from any public tax-exempt properties shall be considered exempted from entering into an agreement with the city for services and shall be considered as a special collection point utilizing the free market.

Sec. 6-2012. - RATES AND CHARGES

Sec. 6-2012.1. - Refuse collection rates and charges not affected by Code.

Nothing in this Code or the ordinance adopting this Code shall affect any ordinance relating to rates and charges for solid waste collection or disposal, and all such ordinances are hereby recognized as continuing in full force and effect to the same extent as if set out at length in this Code.

Sec. 6-2012.2. - Rates.

- a) Fees for collection of solid waste, shall be those as established by resolution of the city council and shall be published in the office of the city clerk.
- b) Rates for service to residential and cart service will be subject to periodic review and adjusted by city council by separate resolution as necessary to ensure adequate cost recovery for operation of the municipal solid waste system.
- c) Rates and other contract terms, including, but not limited to, additional containers and frequency of collections, shall be negotiated between the city authorized contractor and the customer, provided that such terms do not conflict with the provisions of this chapter or other applicable city ordinances.

Sec. 6-2012.3. – Residential Billing and assessment.

- a) The city reserves the right to add an assessment, fee, or tax for services provided against each person, partnership, corporation or other entity owning property receiving services from time to time by the mayor and council.
- b) All fees assessed against residential and other properties covered under this ordinance shall be assessed for each calendar year and may be collected by agreement with the Fulton County Tax Commissioner or through other methods approved by the Mayor and Council. The city will not split bills or charge for portions of use. The price shall be billed in full to all residential owner(s) and other properties utilizing services.
- c) Exemptions. Properties requiring special services or industrial, medical, or hazardous wastes removal services may qualify for exemption from city solid waste service and assessed fees, provided other arrangements are made for disposal through a licensed provider.

Sec. 6-2012.4. - Collection of fees.

- a) The owner of the property receiving solid waste service shall be responsible for the taxes, fees, or assessment charged.
- b) Any person failing or refusing to pay the solid waste or other related charges provided for in this chapter, after having been duly billed, shall be guilty of a violation of this chapter, and all solid waste services provided by the city to the premises for which the charges are past due shall be terminated by the city.
- c) If the City enters into an agreement with the Fulton County Tax Commissioner, the City in accordance with all applicable local and state law hereby authorizes the Tax Commissioner

to bill, collect and levy all applicable penalties, interest and fees on the City portion of such solid waste tax bills in accordance with any executed and approved Agreement and as permitted by law. The City also through any such billing and collection agreement desires that the collection process for City of South Fulton fees be performed as a function of the Tax Commissioner's Office and that all solid waste charges, taxes and/or fees imposed for residential solid waste collections may be enforced and treated in the same manner as authorized by law for the enforcement, the collection and payment of state ad valorem taxes, fees, or assessments through utilizing the tax commissioner or tax collector of such county shall be the officer charged with the enforcement and/or collection of the solid waste fees imposed by the City. See, e.g., O.C.G.A. § 12-8-39.3 The Tax Commissioner is further authorized for the purpose of billing, collecting, levying all applicable taxes, fees and assessments to establish the appropriate billing and collection schedule for payment. The signed agreement shall remain on file in the Office of the City Clerk.

Sec. 6-2012.5. Fee for removal of excess solid waste.

For the removal of periodic accumulation of excess solid waste and yard waste, the price to be charged for collection, removal, and disposal shall be quoted in advance, and shall be based upon the amount of material to be removed, as well as upon the time involved and the loading thereof. Such price shall be determined by the prevailing cost for providing the requested service.

Sec. 6-2012.6. - Special service.

Any person requesting special service, that is the collection of any items not otherwise provided for in this chapter, may inquire with the city for such service. Special service provided by the city shall be billed and payment may be required in advance. Special service may be provided through the city or a third-party contractor.

Sec. 6-2012.7. Residential – Vacant Property

- a) Owners of vacant residential property that has been deemed vacant and in compliance with all city code for a calendar year, may request suspension of services by submitting required proof to the Solid Waste Coordinator or designee.
- b) All required proof and associated city forms shall be submitted prior to February 15th for the previous calendar year. The city shall have until March 30th to review the prior year's vacant property request for a refund. In the event that there is a dispute regarding the proof provided to the city, the city manager at his/her sole discretion may confirm or overturn the decision as presented.
- c) Any refund provided shall only be paid to the property owner for the portion of the bill offsetting the actual collection of the container.

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 May 31, 2023 at 11:59 p.m., unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: April 23, 2023

SUBJECT: Solid Waste Ordinance

CONCLUSION

No direct funds are being requested nor have any direct funds been allocated in the FY23 budget to cover any known expenses.

BACKGROUND

The city desires an ordinance repeal and replace the current Title 6. Health and Sanitation Chapter 2 Solid Waste Ordinance of the Code of Ordinances of the City of South Fulton.

FINANCIAL IMPACT

The ordinance as written currently would not have a financial impact on the FY23 budget.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:15 p.m. Second Read and Request Council Approval of An Ordinance To Amend Title 6, Health and Sanitation Chapter 2, Solid Waste Ordinance, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending The City's Regulations Related To Shopping Plazas

DATE: May 23, 2023

SUBJECT: 7:15 p.m. Second Read and Request Council Approval of An Ordinance To Amend Title 6, Health and Sanitation Chapter 2, Solid Waste Ordinance, Of The City Of South Fulton Code Of Ordinances, For The Purpose Of Amending The City's Regulations Related To Shopping Plazas

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Ordinance - Shopping Plaza Solid Waste 2023	Cover Memo	5/20/2023
COSF Memorandum FIS Shopping Plaza Solid Waste Ordinance	Cover Memo	5/20/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

AN ORDINANCE TO AMEND TITLE 6, HEALTH AND SANITATION CHAPTER 2, SOLID WASTE ORDINANCE, OF THE CITY OF SOUTH FULTON CODE OF ORDINANCES, FOR THE PURPOSE OF AMENDING THE CITY'S REGULATIONS RELATED TO SOLID WASTE; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

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

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

Section 1. That Title 6, Health and Sanitation, Chapter 2, Solid waste ordinance of the City of South Fulton Code of Ordinances be amended to add a new subsection (c) to read as follows:

“Sec. 6-2035. Shopping center/multiple tenant development waste collection; Penalty.

- (a) For commercial properties multiple buildings/tenants in a plaza, or for a mixed-use development, comprehensive waste management services are required, including the placement of trash receptacles outside of the plaza at a rate of one receptacle for every two businesses in each plaza, with a minimum of one receptacle every 30 feet. All waste placed outside of a business must be placed inside a receptacle.
- (b) This section may be enforced by the South Fulton Police Department or Code Enforcement Department, or any other designee of the City Manager.
- (c) Any violation of this section shall be punishable by a fine of \$1,000.00, and said fine may be levied against any individual or corporation found guilty of a violation.?

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. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 5. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 6. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: April 23, 2023

SUBJECT: Shopping Plaza Solid Waste Ordinance

CONCLUSION

No direct funds are being requested nor have any direct funds been allocated in the FY23 budget to cover any known expenses.

BACKGROUND

The city desires an ordinance to amend Title 6, Health and Sanitation Chapter 2, Solid Waste Ordinance, of the City of South Fulton Code of Ordinances, for the purpose of amending the city's regulations related to Solid Waste.

FINANCIAL IMPACT

The ordinance as written currently would not have a financial impact on the FY23 budget.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:20 p.m. WITHDRAWAL of An Ordinance (Repealing and Replacing ORD2019-027)
To Amend Title 14, environment, Chapter 12, Single-Use Plastics Regulations, Of The
City Of South Fulton Code Of Ordinances, For The Purpose Of Banning Single-Use
Plastics in the City of South Fulton

DATE: May 23, 2023

SUBJECT: 7:20 p.m. WITHDRAWAL of An Ordinance (Repealing and Replacing ORD2019-027)
To Amend Title 14, environment, Chapter 12, Single-Use Plastics Regulations, Of The
City Of South Fulton Code Of Ordinances, For The Purpose Of Banning Single-Use
Plastics in the City of South Fulton

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:25 p.m. Request 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

DATE: May 23, 2023

SUBJECT: 7:25 p.m. Request 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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Resolution Updating or Amending Police Dept Seizure and Forfeiture Policies rev 2_	Cover Memo	5/20/2023

**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, FOREFETURE AND DISPOSAL OF ASSESTS AND/OR
PROPERTY AND FOR OTHER LAWFUL PURPOSES.**

(Sponsored by Councilwoman Helen Z. 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, there has been misinformation, misperception and/or misunderstanding by citizens surrounding the seizure, forfeiture and disposition of property whether seized jointly with other law enforcement agencies or solely by the South Fulton Police Department; and

WHEREAS, assets, property or other items of value seized, forfeited, and disposed of by law enforcement agencies is governed by various state laws, in particular, O.C.G.A. § 9-16-1 et seq. commonly known, and cited as the “Georgia Uniform Civil Forfeiture Procedure Act;” and

WHEREAS, the City and its Police Chief and Department are committed to protecting and serving the public, which includes the proper handling and accountability of seized property; and

WHEREAS, the City Council finds that the proper documentation, reporting and/or tracking of seized, forfeited and disposal of assets, property or other items of value or contraband as a result of the day-to-day operations of the City of South Fulton Police Department will promote and increase accountability and transparency of seized assets and their disposition to the public whom the City and its police officers serves and protects; and

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

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES
as follows:

Section 1. The Police Chief is hereby instructed to update, amend and/or implement the General Orders as set forth herein within ninety (90) days from the adoption and/or enactment of this Resolution so as to be in compliance with the Georgia Uniform Civil Forfeiture Procedure Act, as amended and any other applicable state law. The requested General Orders shall include, but not be limited to the following.

City of South Fulton Police Department

General Order#

PURPOSE:

To establish policy and procedure for the Asset Forfeiture Investigations Unit.

POLICY:

The City of South Fulton Police Department shall seize criminal assets by maximizing the use of forfeiture provisions in accordance with federal, state and municipal laws (bank accounts, real estate, investment holdings, etc.)

RESPONSIBILITIES:

The Asset Forfeiture Investigations Unit supervisor is responsible for the implementation of this directive within the Unit. Employees shall be responsible for adhering to the guidelines set forth in this directive.

ACTION:

The Asset Forfeiture Investigations Unit shall assist all departmental units with the Investigation and seizure of assets belonging to the violators of federal, state, and municipal money laundering cases.

The Asset Forfeiture Investigations Unit shall assist all departmental units in the investigations and forfeiture of property belonging to violators of mortgage fraud statutes and other theft statutes.

The Asset Forfeiture Investigations Unit shall establish and maintain a tracking system for asset seizure cases that involve joint investigations with federal and state agencies to maintain a detailed account of proceed-sharing privileges as granted by law.

The Training Unit and Asset Forfeiture Investigations Unit shall provide asset forfeiture training to department Investigators (e.g., asset seizure laws, practices, procedure, and removal techniques).

The Asset Forfeiture Investigations Unit shall participate in the serving of search warrants, where large amounts of money are anticipated, to assist with the seizure of assets. Officers should notify the Financial Investigations unit in advance of the need for assistance.

Investigators and officers shall include provisions for the seizure of assets and related documents in their search warrants.

The Asset Forfeiture Investigations Unit shall operate in accordance with the Uniform Civil Forfeiture Procedure Act (O.C.G.A. Title 9 Civil Practice, Chapter 16 – Uniform Civil Forfeiture Procedure Act).

The Asset Forfeiture Investigations Unit shall complete the required yearly Asset Forfeiture Reporting to the Prosecuting Attorney's Council of Georgia. The report shall be completed and submitted by the deadline of January 31st of each year.

Reporting Requirements:

During regular business hours (0800 hours to 1600, Monday-Friday), employees of the City of South Fulton Police Department shall notify the Asset Forfeiture Investigations Unit of situations involving one or more of the following:

1. A seizure of cash in the amount of \$500.00 or greater
2. 4 ounces or more of marijuana, 1 gram or more of cocaine, and possession of any other illegal narcotics. The exception to the minimum weight would be facilitating a transaction for the purchase or sale of a controlled substance or marijuana (e.g., prepackaged small baggies for sale; presence of scale, etc.).
2. Execution of any search warrant where cash in the amount of \$500.00 or greater is encountered during the search
3. A search warrant is executed for a private residence (privately-owned house, condominium, etc.) and the investigation indicates the residence is being used for the drug trafficking, drug related activities, or any other violation of a significant state forfeiture statute.

During non-business hours (1600 hours to 0800 hours), the responding officer shall notify the Asset Forfeiture Unit Supervisor via telephone about their findings. The responding officer shall also follow up via email with the supervisor and Asset Forfeiture Unit Investigator detailing their findings (e.g., currency amount and denominations, weight of narcotics, vehicle description and mileage, etc.), a copy of the incident report, and pictures of the seized property. All seized property shall be placed in Property and Evidence with a hold placed on it for the Asset Forfeiture Unit. All vehicles impounded shall have a HOLD placed on the vehicle for investigative purposes. the on-call Asset Forfeiture Investigator shall be notified via phone. Whenever cash, vehicles, or other property is seized as a result of the participation by members of the City of South Fulton Police Department in any joint investigative effort with a federal, state, or local agency, regardless of the level of participation, the primary reporting Investigator assigned shall

document receipt of the property placed as evidence before the end of the tour of duty and shall notify the Asset Forfeiture Investigations Unit no later than the first business day following the seizure of the property.

All property, drugs and related cash shall first be logged into property before physically being checked out for other investigative purposes.

The Asset Forfeiture Unit Supervisor and Investigator shall be notified immediately via email when currency is turned into City of South Fulton Property and Evidence related to any narcotics, gang or any other violation of any significant state forfeiture statute.

The Asset Forfeiture Supervisor must be notified before any currency, property and or vehicles are released.

Vehicle Forfeiture in Narcotics Cases:

The Asset Forfeiture Investigators Unit Investigator shall:

1. Determine whether the suspect owns the vehicle. If the suspect does not own the vehicle the Financial Investigation Unit shall identify the registered owner or lienholder by name, address, and telephone number if possible.
2. A vehicle "HOLD" shall be placed on said vehicle until completion of investigation.
3. Do not seize a motor vehicle for purpose of forfeiture if:
 - a. It is a "common carrier" and the owner is not consenting or a conspirator to the felony
 - b. The owner does not have knowledge of the offense or has not given consent.
 - c. It is a stolen motor vehicle.
 - d. It is a leased vehicle
 - e. A vehicle shall be released under the "Hold Harmless Indemnity". This form releases the vehicle and the owner of any wrongdoing
 - f. The vehicle has a lien with a substantial balance.
4. Consider the type, condition, and approximate value of the seized motor vehicle, when determining whether it is reasonable to pursue a forfeiture action.
5. Ensure that the proper "administrative hold" is placed on the seized vehicle.
6. Identify any lien holder or other party having financial or equity interest in the vehicle.

7. Complete a vehicle investigation sheet with the assistance of motor transport mechanics or the wrecker company. The vehicle investigation sheet shall reflect the date seized year, make, model, color, tag number, VIN, and storage location of the vehicle. This sheet shall also reflect the condition of the vehicle's interior and exterior as well as any options on the vehicle. The completed vehicle investigation sheet / Seized Vehicle Condition Report form shall be placed in the Vehicle Case File.

8. Have the vehicle photographed.

9. Prepare the request for condemnation and forward to:

a. The Fulton County District Attorney's Office, Clayton County or Cobb County District Attorney's Office (for seizure under State law) or appropriate jurisdiction within thirty (30) days of seizure, or

b.

c. The Drug Enforcement Agency (DEA) (for seizure under Federal Law-Section 6682 of the DEA Agents Manuel) within thirty days of seizure.

d. Gambling cases must be forwarded to the appropriate court of jurisdiction (Fulton County, Clayton County, and Cobb County) within thirty (30) days of seizure.

10. Coordinate the forfeiture process with the District Attorney or DEA.

11. Notify the Supervisor over Property Control Unit upon receipt of the condemnation order and forward a certified copy of the judgement to him/her.

12. Forward court ordered releases to the Property Control Unit, who shall then authorize the vehicle release by Fleet Management.

13. All property acquired through the asset forfeiture proceedings by the department through the civil process are accounted for in departmental records and are disposed of pursuant to O.C.G.A. 40-11-23.

Real Property Forfeiture in Narcotics Cases:

Real property may be forfeited when there are three or more incidents at the same address within a twelve-month period in which narcotics or controlled substances are recovered or search warrants are served that result in the seizure of narcotics or controlled substances.

1. The narcotics or controlled substances must be seized on or inside the property.

2. Any number of narcotics or controlled substances is enough for the purposes of the forfeiture process.

The Asset Forfeiture Investigations Unit Investigator shall:

1. Identify the owner of the real property by name, address, and telephone number.
2. Provide the owner with notice that illegal drug activity is occurring at the property at issue a cease and desist letter to the owner. The cease and desist letter shall allow the owner thirty days to comply and rectify the situation.
3. Prepare the request for condemnation and forward it to:
 - a. The Fulton County District Attorney's Office, Cobb County or Cobb County District Attorney's Office (for seizure under State Law (O.C.G.A 16-13-49) or appropriate jurisdiction within thirty (30) days of seizure, or
 - b. The U.S. Attorney's Office (for seizure under Federal Law) within thirty (30) days of seizure, or The Drug Enforcement Agency (DEA) (for seizure under Federal law and State law, O.C.G.A 16-13-49(n) (4)) within thirty (30) days of seizure.
 - c. Gambling cases must be forwarded within thirty (30) days of seizure to the Fulton County District Attorney's Office, Cobb County, Clayton County and their respective District Attorney's Office or appropriate jurisdiction.
4. Coordinate the forfeiture process with the District Attorney or DEA.
5. Notify the proper commander upon receipt of the condemnation order and forward a certified copy of the judgement to him/her.
6. Forward court ordered releases to the proper commander, who shall then coordinate with city officials (Code Enforcement, City Inspectors and Fire Department) for the utilization of the real property.
7. All property acquired through the asset forfeiture proceedings by the department through the civil process and accounted for in departmental records and are disposed of pursuant to O.C.G.A. 40-11-23.

Bank Deposits & Awarded Property / Currency Process Requirements:

The Asset Forfeiture Supervisor shall send all awarded or property release dispositions to the Property Control Manager, Finance Manager & Division Commander via email once received from the courts.

There shall be two (2) separate accounts utilized for the purpose of Asset Forfeiture. Once account shall hold all awarded monies, and the second account shall hold seized money that is awaiting a disposition.

The Asset Forfeiture Investigations Supervisor shall coordinate with the Property and Evidence Manager to pick up awarded monies.

All awarded currency shall have a final count once released from Property and Evidence in the presence of Asset Forfeiture Unit Supervisor, a Lt., Captain and or Major. The Administrative Manager shall record the final count.

Asset Forfeiture supervisor and/or Investigator shall transport currency along with Special Operations Lt., Captain, and or Major to banking institution for final deposit.

DEFINITIONS:

Seizure of motor vehicle: Pursuant to suspected criminal acts, any taking of control over a vehicle by a law enforcement officer or agency.

Forfeiture of motor vehicle: The procedure by which title to seized property is transferred to the seizing agency. Forfeiture can be obtained through a final order of the court having jurisdiction over the seized property, or through negotiated settlements with those persons having a legal interest in the seized property.

Common Carrier: A person or company that transports goods or passengers on regular routes at set rates.

Administrative Hold: A written request to prevent access to the object of concern.

Real Property: 1) all land, structures, firmly attached and integrated equipment (such as light fixtures or well pump), anything growing on the land, and all “interests” in the property which may be the right to future ownership (remainder), right to occupy for a period of time (tenancy or life estate) the right to drill for oil, the right to get the property back (a reversion) if it is no longer used for its current purpose (such as use for a hospital, school or city hall), use of airspace (condominium) or an easement across another’s property. Real property should be thought as a group of rights like a bundle of sticks which can be divided. It is distinguished from the other type of property, personal property, which is made up of movable items. 2) One of the principal areas of law like contracts, negligence, probate, family law and criminal law.

Real Property: 2) O.C.G.A 44-1-2 (2010) 44-1-2. “Realty” or “real estate” defined, extent of owner’s interest in airspace. As used in this title, the term “realty” or “real estate” means:

1. All lands and the buildings thereon
2. All things permanently attached to land or to the buildings thereon; and
3. Any interest existing in, issuing out of, or dependent upon land or the building thereon.
4. The property right of the owner of real estate extends downward indefinitely and upward indefinitely.

REFERENCES:

Title 21, U.S.C., 881 (Controlled Substances Act)

Managing Public Records, Common Records Retention Schedules for Municipal Governments (1984)

Georgia Department of Archives and History, Retention Schedules for Local Government Records. (May 2003).

Commission on Accreditation for Law Enforcement Agencies 5th Edition Standard 84.1.8
GA Fifth Edition Standards Manual 6.9 (a) and (b)

The attorney General's guidelines on seized and forfeited property (9-118.00)

Appendix:

Significant State Forfeiture Statutes

OCGA § 16-13-49. Forfeitures of all property related to controlled substances and marijuana.

OCGA § 16-5-44.1. Forfeiture of any property used or intended for use in hijacking a motor vehicle.

OCGA § 16-5-46. Forfeiture of any property used or intended for use in human trafficking.

OCGA §§ 16-6-13.2, 16-6-13.3. Forfeiture of property relating to keeping a place of prostitution, pimping, and/or pandering.

OCGA § 16-8-85. Forfeiture of property related to a chop shop.

OCGA § 16-12-100. Forfeitures of property related to sexual exploitation of children.

OCGA § 16-14-7. Forfeitures of all property related to R.I. C. 0. violations.

OCGA § 16-15-5. Forfeitures of property related to criminal street gangs.

OCGA § 16-16-2. Forfeitures of property related to home invasion, burglary or armed robbery.

OCGA §§ 17-5-51 & 52. Forfeitures of weapons used in the commission of crime; or the possession or carrying of which constitutes a crime or delinquent act.

OCGA §§ 3-10-10, 3-10-11, 3-2-33. Forfeitures related to non-tax paid alcoholic beverages, illegally distilled spirits, and apparatus for such distilling.

OCGA § 7-1-916. Forfeitures of property related to illegal transactions under Georgia's money laundering statutes; R.I.C.O.

OCGA § 10-1-359.3. Forfeiture of property related to the theft of regulated metal property.

OCGA § 10-1-454. Forfeitures of property related to forged or counterfeited trademarks, etc.

OCGA § 12-4-48. Forfeiture of illegal minerals and illegal products from illegal minerals.

OCGA § 12-5-137. Forfeiture of Well Drilling Equipment and commercial vehicles used by persons not licensed water well contractors or drillers.

OCGA § 12-8-2. Forfeiture of vehicles utilized in illegal hauling and dumping of sanitary sewer kitchen or toilet waste into a public storm sewer.

OCGA § 16-7-95. Forfeitures of property related to bombs, explosives and chemical & biological weapons.

OCGA § 16-8-5.2. Forfeiture of any property constituting proceeds derived or realized through Retail Property Fencing.

OCGA § 16-8-60. Forfeiture of the unlawful reproduction of recorded material.

OCGA § 16-8-106. Forfeiture of all real and personal property used or intended for use in violation of the Georgia Residential Mortgage Fraud Act.

OCGA § 16-9-4. Forfeiture of property used or intended for use in manufacturing, distributing and selling false identification documents.

OCGA § 16-12-32. Forfeitures of property related to illegal gambling.

OCGA § 16-13-30.1. Forfeitures of property related to non-controlled substance violations.

OCGA § 16-13-30.2. Forfeitures of property related to imitation controlled substance violations.

OCGA §§ 16-13-32 & 32.1. Forfeitures of drug-related objects.

OCGA § 27-3-12. Forfeiture of any equipment (excluding motor vehicles) used in hunting wild animals or game birds or animals through the use of unlawful substances or equipment.

OCGA § 27-3-26. Forfeiture of any equipment (excluding motor vehicles) used in hunting bears or buying, trading, selling bear or bear parts.

OCGA § 27-4-137. Forfeiture of boats and other equipment relating to fishing and shrimping violations as provided in §§27-4-133, 27-4-171.

OCGA § 40-6-390.1. Forfeiture of motor vehicle operated by habitual violator of reckless stunt driving, drag racing, laying drags.

OCGA § 40-6-391.2. Forfeitures of automobiles driven by habitual violator.

OCGA § 40-11-20. Forfeitures of motor vehicles or motor vehicle parts with altered, removed, defaced or destroyed identification numbers.

OCGA § 42-5-62. Forfeiture of negotiable instruments in possession of inmates.

OCGA § 49-4-146.3. Medicare fraud forfeitures.

OCGA § § 52-7-7.3. Forfeiture of vessels without a hull identification number.

MISCELLANEOUS PROVISIONS

OCGA § 17-5-50. Establishes requirements and procedures for law enforcement agencies upon seizing stolen, embezzled or otherwise unlawfully obtained property.

OCGA § 17-5-54. Provides for procedure to dispose of property in law enforcement custody which was the subject of a crime, abandoned, or otherwise seized.

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. All Resolutions and parts of Resolutions in conflict herewith are hereby expressly repealed.

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

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:30 p.m. Request 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

DATE: May 23, 2023

SUBJECT: 7:30 p.m. Request 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

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Decision Memo - Fund #210 Budget Amendment \$42K - unsigned (1)	Cover Memo	5/20/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:40 p.m. Request 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.

DATE: May 23, 2023

SUBJECT: 7:40 p.m. Request 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.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
COSF Decision Memo - A1 Shredding	Cover Memo	5/20/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

khalid kamau
MAYOR



Sharon Subadan
INTERIM CITY MANAGER

TO: Sharon Subadan
Interim City Manager

THRU: Karen Slaton-Dixon
Finance Director

FROM: Keith Meadows
Chief of Police

DATE: May 1, 2023

SUBJECT: Request to Procure the Services of A1 Shredding & Recycling

Background:

In 2021, the Police Department initiated a criminal investigation involving millions of dollars of counterfeit merchandise at Life Storage, located at 3900 Cascade Road.

The counterfeit merchandise was held as evidence, but the Fulton County District Attorney's Office declined to prosecute the offender(s). Once we were informed of this fact, we then obtained an Order for Disposal of Evidence from Fulton County Superior Court.

After researching a variety of companies, the most convenient and affordable quote was provided by A1 Shredding & Recycling of Marietta, GA. The quote to remove and destroy the 30 tons of counterfeit bags was \$41,350. A second quote we received was for \$161,805.60, therefore, we would like to select A1 Shredding & Recycling.

Decision Needed:

Request to procure the services of A1 Shredding & Recycling utilizing confiscated asset funds in an amount not to exceed \$42,000

Decision: **Approved** ☐ **Disapproved** ☐

Comments:

Signature

Date



South Fulton Police Department

4701 Fulton Industrial Blvd

Atlanta, GA 30336

Destruction of Counterfeit Material

Process:

- Our team will bring all material to truck and prep for transportation
- Once placed on truck, material is transported to incineration site
- All items are immediately loaded into incinerator upon arrival
- Pricing based on 20-pound box average of roughly 3,050 boxes
- Certificate of Destruction will be issued by e-mail once incineration is completed

Cost:

Item	Quantity	Price
Labor and Transportation	1	\$20,000
Incineration	30.5 tons	\$700/ ton
TOTAL ESTIMATE		\$41,350

1791 West Oak Parkway
Suite 2
Marietta, GA 30062



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STATEMENT OF WORK

STATEMENT OF WORK

FOR

S. Fulton County PD

S. Fulton PD Incineration Project

Version 2023.03290643

March 2023

0062H00001JH5HbQAL

Submitted To:

Brendan O'neil | Captain | brendan.o'neil@cityofsouthfultonga.gov | 404-956-9007

Submitted By:

Michael Smith | "senior Business Development Executive, Ims" | michael.smith1@ironmountain.com |

Prepared By:

Jennifer Hebel | Project Solutions Specialist | jennifer.kalawa@ironmountain.com |

STATEMENT OF WORK



This Statement of Work ("SOW") is hereby incorporated into and made part of the Secure Shredding Service Agreement, by and between S. Fulton County PD ("Customer") and Iron Mountain Information Management, LLC ("Iron Mountain"), dated April 21, 2023, (the "Agreement"). In the event of any inconsistency between the provisions of this SOW and the Agreement, the Agreement shall prevail. This SOW may be amended only by a written agreement signed by both parties.

Capitalized terms used but not otherwise defined in this SOW shall have the same meaning as set forth in the Agreement. Definitions for other terms used in this SOW may be found in the Iron Mountain Glossary at <http://www.ironmountain.com/support/how-it-works/records-management/glossary>, which is incorporated herein by reference. The definitions of terms contained within this SOW and the Agreement shall govern in the event of a conflict with the definitions contained in the Iron Mountain Glossary.

The terms and fees quoted under this SOW will only remain valid for acceptance until June 27, 2023. Thereafter, Iron Mountain may modify the fees or terms and require a modified SOW.

The duly authorized representatives of Customer and Iron Mountain have each affixed his or her signature below with the effective date of this SOW being the later signature date ("Effective Date").

In the event the agreement in the preamble has been incorrectly identified as the governing agreement of this SOW, the parties acknowledge and agree that Iron Mountain's liability shall be limited to the amount paid by Customer for a discrete project under this SOW or, if the loss is related to service of an ongoing and continuing nature, six months of fees paid by Customer for such service. For the avoidance of doubt, Iron Mountain shall not be liable for consequential, incidental, special, or punitive damages under any theory in connection with the performance of the services contemplated herein.

Accepted and Agreed to as of the Effective Date:

Customer	Iron Mountain
Authorized by (signature): _____	Authorized by (signature): _____
Name of Individual Signing (Print):	Name of Individual Signing (Print):
Title:	Title:
Signing Date:	Signing Date:
Address:	Address:

Change Control



A Change Control documents any changes to the resource requirements, engagement scope or schedule that materially change Iron Mountain’s estimated fees and must be mutually agreed (“Change Control”). A Change Control will require a review of the SOW and financial arrangements as follows:

- Each party must mutually agree to any changes to the SOW scope or deliverables and review the workday impact based on an agreed estimating model. Iron Mountain will determine the cost impact based on the additional work required.
- Any mutually agreed and approved changes to the SOW scope or deliverables will be reflected in addenda to this SOW, or in a new SOW, which shall be duly executed by each party.

SAFE MATERIALS AND PREMISES



Customer shall not store with Iron Mountain (or place in shredding bins) any material that is highly flammable, may attract vermin or insects, is otherwise dangerous or unsafe to store or handle, or is regulated by federal or state law or regulation relating to the environment or hazardous materials. Customer shall not store (or place in shredding bins) negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer shall only place paper-based materials in the shredding bins. Customer warrants and covenants that its premises where Iron Mountain employees perform services (including pickups and deliveries) are and shall be free of hazardous substances or dangerous conditions. Customer shall reimburse Iron Mountain for damage to equipment or injury to personnel resulting from Customer’s breach of this Section.

Scope



Scope information is for assumption purposes only.

Customer witnessed destruction of an estimated 2,700 cartons of non-archival materials stored at the Customer site 3900 Cascade Road, Atlanta, GA 30331.

Customer has 14 storage units, housing approximately 2,700 boxes. Most of the units are on ground level, some are on the 2nd level. There is an elevator. There is no dock.

Iron Mountain will go to Customer site for 3 consecutive Saturdays to palletize boxes, wrap in black wrap and wrap tamper proof tape around the pallets. The pallets will be staged in the units for security.

Iron Mountain on the last Saturday will complete palletizing boxes and bring 4 loads (10 pallets each) to Iron Mountain to stage for pick up on Monday.

Iron Mountain will pick up a minimum 2 loads per day until all pallets have been brought to Iron Mountain.

Iron Mountain will quarantine the pallets in an area with 24-hour surveillance.

Iron Mountain will coordinate with 3rd Party preferred vendor for transportation. Iron Mountain will load the truck and place a seal on cargo doors once completed. 3rd Party vendor will transport 1 load per day for 6 consecutive business days. The material will be transported to the incineration facility in Huntsville, AL.

Each truck will require a Police escort.

Project Pricing



Refer to Schedule A for Additional Pricing Information.

Billcode	Quantity	Service	Rate	Total	Notes
2370	90.000	BC 2370 - Hourly Labor, Shredding	\$92.64	\$8,337.60	Labor to palletize, remove from Fulton and load trucks
2811	14.000	BC 2811 - On-Call, Offsite Shred, Trip	\$75.00	\$1,050.00	Trips to move pallets from Fulton to Iron Mountain
2818	6.000	BC 2818 - Shredding, Trip Misc Expense	\$1,728.00	\$10,368.00	Special Trucking from Atlanta to Huntsville
2906	108000.000	BC 2906 - Media Destruction - Weight	\$1.25	\$135,000.00	Incineration Per Pound
2007	6.000	BC 2007 - Witnessed Shred	\$500.00	\$3,000.00	
2090	135.000	BC 2090 - On-Call, Offsite Special Project	\$30.00	\$4,050.00	Supply - Pallets
			Total	\$161,805.60	

Charges associated with this Statement of Work will be allocated to the Customer Division / Department indicated below. If left blank project will bill following Customer's current billing allocation parameters.

Invoice: Separate SKP Invoice
 Customer ID: TBD
 Division ID: ATL
 Department ID: ATL
 Purchase Order: N/A

- Projects requiring timeline acceleration billed with a surcharge on all billable services
- Charges will be determined based on actual hours or units upon completion
- Any additional work not described above will be charged the contract rate

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:45 p.m. Request 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.

DATE: May 23, 2023

SUBJECT: 7:45 p.m. Request 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.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
LDV Command Vehicle Description	Cover Memo	5/20/2023



180 Industrial Drive
Burlington, WI 53105 USA
Phone: 800-558-5986
Fax: (262) 767-2529
Direct: +1 (262) 763-0147
www.ldvusa.com

**PRELIMINARY
SPECIFICATIONS FOR:**

**SOUTH FULTON PD (GA)
MOBILE COMMAND CENTER**

LDV MODEL # C45MCC-34872-23

~~March 23, 2021~~

~~May 17, 2021 (Rev 1)~~

~~June 8, 2021 (Rev 2)~~

~~October 8, 2021 (Rev 3)~~

~~March 13, 2023 (Rev 4)~~

~~April 18, 2023 (Rev 5)~~

April 27, 2023 (Rev 6)



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PRICING PAGE:

Total price per unit as specified, FOB Origin \$1,554,196.00

Delivery charge to South Fulton (GA) \$3,200.00

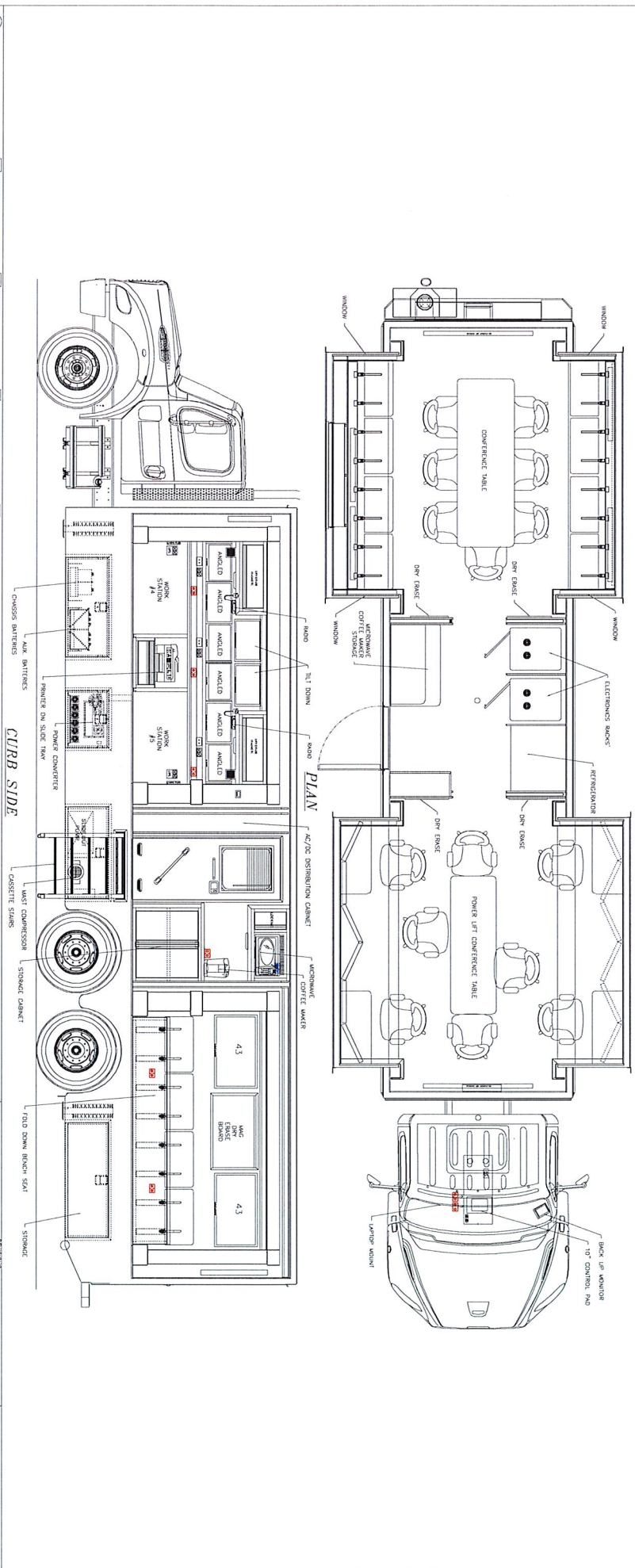
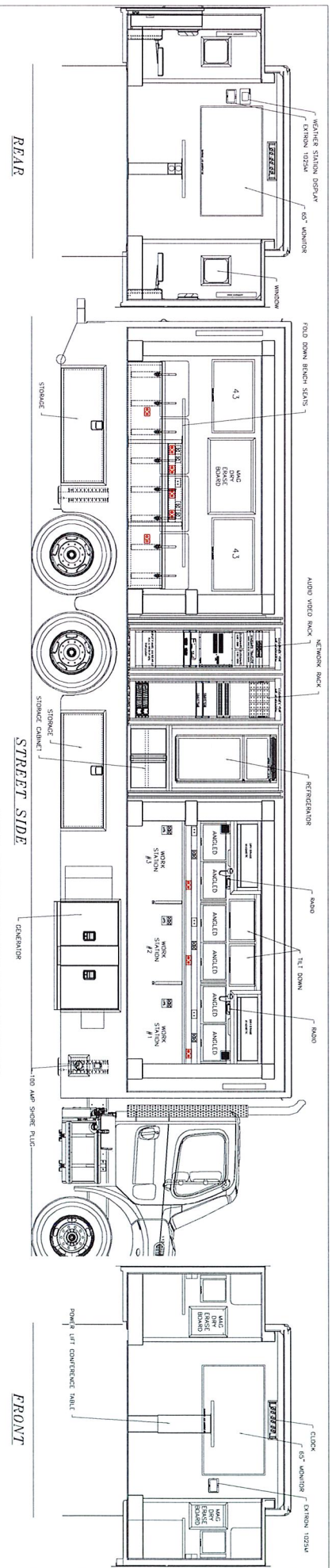
Total price per unit	\$1,557,396.00
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Delivery terms: Ask your Sales Representative

Payment Terms: 50% Down Payment, 50% Net 30

Quote is firm for 30 days from specification date.

Quoted price does not include any applicable FET, federal, state or local tax unless specified.





CUSTOM SPECIALTY VEHICLES

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Item	Qty	
1.00		<u>CHASSIS/BODY DIMENSIONS:</u>
1.01		Freightliner M2 – 106 Tandem Axle Chassis with a 33' – 102" Wide Dry Van Body • Wheelbase of chassis: 330" • Cab-to-Axle 264" • Overall length (bumper to bumper): 530" • Overall width (rub rail to rub rail): 102" • Overall height (loaded): 160" • Interior finished height finished: 81" • Interior finished walkway length: 396" • Interior finished body width: 92" Final measurements are dependent on body builder, chassis components, axles, tires, frame, suspension, and roof-mounted equipment.
2.00		<u>CHASSIS:</u>
2.01	1	Freightliner M2 106 Conventional cab, Tandem rear axle truck chassis. 56,000-lb. GVWR with rear air ride suspension and air brakes. <u>ENGINE:</u> • Cummins L9 360EV HP @ 2200 RPM, 2200 GOV, 1150 LB/FT @ 1200 RPM <u>ENGINE EQUIPMENT:</u> • 2016 Onboard Diagnostics/2010 EPA/CARB/GHG14 • 2008 Carb Emissions Certification - Clean Idle (Includes 6X4" label on Lower Forward Corner of Driver Door) • 12v 240 amp 40-SI brushless pad alternator • (2) group 31, 12 volt maintenance free 2000 cca threaded stud batteries • Single battery box frame mounted LH side under cab • Positive and negative posts for jumpstart • 18.7 cfm air compressor with internal safety valve • GVG, fire and emergency service vehicles engine warning • Cummins engine brake integral with variable geometry turbo • RH standard horizontal tailpipe • 6 gallon diesel exhaust fluid tank • Antifreeze to -34f, extended life coolant • Gates blue stripe coolant hoses or equivalent • 1000 Watt/115 volt block heater • 12v 38mt hd starter with integrated magnetic switch <u>TRANSMISSION:</u> • Allison 3000 EVS automatic transmission with PTO provision <u>TRANSMISSION EQUIPMENT:</u> • Magnetic plugs, engine drain, transmission drain, axle(s) fill and drain • Push button electronic shift control, dash mounted • Transmission oil check and fill with electronic oil level check • Synthetic transmission fluid



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Item	Qty	
		<u>FRONT AXLE AND EQUIPMENT:</u> • 16,000# Drop single front axle • Meritor 16.5x6 Q+ cast spider cam front brakes, double anchor, fabricated shoes • Fire and emergency severe service, non-asbestos front lining • Front oil seals • Automatic front slack adjusters • TRW tas-85 power steering • Synthetic 75w-90 front axle lube <u>FRONT SUSPENSION:</u> • 16,000# Taperleaf front suspension • Front shock absorbers <u>REAR AXLE EQUIPMENT:</u> • 40,000# R-series Tandem rear axle • 4.88 Rear axle ratio • (1) Interaxle lock valve for tandem or tridem drive axles • Meritor 16.5x7 Q+ cast spider cam rear brakes, double anchor, fabricated shoes • Fire and emergency severe service non-asbestos rear brake lining • Rear oil seals • Automatic rear slack adjusters • Synthetic 75w-90 rear axle lube <u>REAR SUSPENSION:</u> • Airliner 40,000# Extra duty rear suspension • Airliner high position ride height • Manual dump valve for air suspension with indicator light and buzzer, without gauge • Rear air suspension dump valve autofill with ignition off or >5 mph • Dual air rear suspension leveling valves • Rear shock absorbers - two axle (tandem) (air ride suspension) <u>BRAKE SYSTEM:</u> • Air brake package • 4S/4M ABS • BW AD-9 brake line air dryer with shield, heater and integral reservoir • Air dryer frame mounted • Steel air brake reservoirs • Pull cable on wet tank, petcock drain valves on all other air tanks <u>FRAME:</u> • 7/16"x3-9/16"x11-1/8" steel frame • 1/4" (6mm) C-Channel inner frame reinforcement <u>CHASSIS EQUIPMENT:</u> • Three-piece 14 inch chromed steel bumper with collapsible ends • Front tow hooks - frame mounted • Bumper mounting for single license plate. <u>FUEL TANKS:</u> • 50 gallon/189 liter rectangular aluminum fuel tank - RH • 50 gallon/189 liter short rectangular aluminum fuel tank - LH



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Item	Qty	
		• Length of auxiliary pickup tubes (generators, furnaces etc.) shall prevent these devices from using more than 75% of vehicle's fuel tank capacity • Polishing of fuel/hydraulic tank(s) with painted bands • Fuel tank(s) forward • Polished stainless steel step finish • High temperature reinforced nylon fuel line <u>TIRES:</u> • Michelin X Line Energy Z 315/80R22.5 20 ply radial front tires (or current model) • Michelin X Multi D 275/80R22.5 14 ply radial rear tires (or current model) <u>WHEELS:</u> • Accuride 22.5x9.00 10-hub pilot 6.02 inset 10 hand aluminum disc front wheels • Accuride 42644 AccuLite aluminum outside, 51408 Accu-Lite steel inside; 22.5x8.25 10-hub pilot disc rear wheels • Bright standard polish front wheels with accu-shield finish • Bright standard polish rear wheels with outer only accu-shield finish <u>CAB INTERIOR:</u> • Interior convenience package • Heater, defroster and air conditioner • Standard HVAC ducting • Heavy duty air conditioner compressor • Dome door activated LH and RH, dual reading lights, forward cab roof • LH and RH electric door locks • (1) 12 volt power supply in dash • Premium high back air suspension driver seat with 2 chamber air lumbar, integrated cushion extension, tilt, adjustable shock absorber • Premium high back air suspension passenger seat with 2 chamber air lumbar, integrated cushion extension, tilt, adjustable shock absorber • Dual driver and passenger seat armrests • Black mordura cloth driver seat cover • Black mordura cloth passenger seat cover • High visibility orange retractor driver and passenger seat belts • Adjustable tilt and telescoping steering column <u>CAB EXTERIOR:</u> • 106" BBC Flat roof aluminum conventional cab • Leaf spring rear cab suspension • Nonremovable bugscreen mounted behind grille • LH and RH exterior grab handles with single rubber insert • Hood mounted chromed plastic grille • Dual electric horns • Door locks and ignition switch keyed the same • Dual west coast bright finish heated mirrors with LH and RH remote • LH and RH 8" bright finish convex mirrors mounted under primary mirrors • RH down view mirror • Omit rear window



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Item	Qty	
		• Tinted door glass LH and RH with tinted operating wing windows, and tinted windshield • RH and LH electric powered windows <u>INSTRUMENTS & CONTROLS:</u> • 97 db backup alarm • Electronic cruise control with switches in LH switch panel • 2 Inch electric fuel gauge • Programmable rpm control - electronic engine • Electrical engine coolant temperature gauge • 2 Inch transmission oil temperature gauge • Engine and trip hour meters integral within driver display • Electric engine oil pressure gauge • AM/FM/WB Radio with Bluetooth, and USB and front auxiliary inputs - dash mounted radio • (2) radio speakers in cab • AM/FM Antenna mounted on forward LH roof • Electronic mph speedometer with secondary kph scale, without odometer Note: Chassis specifications are from Freightliner Custom Chassis and are subject to change
2.02		<u>CHASSIS WARRANTY:</u> • Two (2)-year/unlimited miles Freightliner M2 chassis warranty. • Two (2)-year/100,000-mile Cummins engine warranty. • Five (5)-year/unlimited miles Allison transmission warranty.
2.03	1	<u>FREIGHTLINER CHASSIS OPTION – Roof Mounted Air Horns</u> Chassis will be ordered with a pair of roof-mounted 26" rectangular polished aluminum air horns NOTE: Ordered with Two (2) floor mounted foot switches for air horn activation – one on the driver's side and one on the passenger's side.
2.04	1	Route horizontal exhaust to streetside.
2.05	1	Pair of stainless steel lighted front bumper guides
2.06	1	Chassis starter interlock system. • Chassis starter is disabled when any of the connected systems is not ready for vehicle travel. • Warning screen on Multiplex system show which device is engaging the interlock. • Override button allows for moving the vehicle in an emergency situation.
2.07	1	Export fuel level info from chassis to LDV multiplex system for fuel gauge option.
2.08	1	Block heater shall be wired to AC electrical distribution.
2.09	1	US DOT triangle reflector kit with three (3) triangles, for compliance with FMCSA regulations. Includes plastic storage case. Kit will be shipped loose in the vehicle.
2.10	2	Pair of rubber wheel chocks with rope handle, shipped loose in the vehicle.
2.11	1	Kussmaul 12 Volt Auto Pump to keep chassis air system pumped up. Includes an additional air tank for chassis protection.



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Item	Qty	
2.12	1	Install a pair of heavy-duty tow eyes securely fastened to the rear chassis frame rails and extending through the rear kick panel of the body.
2.13	1	Rear underbody skid bar mounted to rear frame rails. Protects rear bumper and skirts from possible damage caused by steep grades. • 3 ½" steel tube across the width of the vehicle mounted to the frame with steel channel and supported diagonally from the ends to the frame mounts • Steel tube is capped on the ends and mounted just below the skirting • Skid Bar is painted with PPG Amerisheild – Black.
3.00		BODY:
3.01	1	Load space area shall be an 83" high x 102" wide x 33' long all aluminum dry van body. Body Includes: • Aluminum alloy double H wall beam, 6005-T5 alloy, 3" deep x 1.5" wide, 0.125 wall thickness. • Studs feature machined wire pass-throughs, and raised adhesive control features on base. • I-beams chemically bonded to sidewalls eliminating the need for additional rivets. Buck-rivets will be used to fasten the top, bottom and rub rail. Use of two-sided tape is not acceptable. • Body shall have 0.125" strain-hardened aluminum alloy 5052-H36 side panels. The upper panels shall be free of rivets allowing for smooth graphics application. • Skirt supports, 1.5 x 1.5 x 0.125 angle to reinforce skirt edge and hold bottom edge in a straight line. 0.188 x 1.00" flat braces placed at 4' intervals and riveted to lower wall angle and floor to maintain sidewall skirt rigidity. • Fender flares, 1.38" x 2.25" x 0.090" roll formed and radiused 5052-H32 aluminum sheet, mechanically fastened to wheel opening. Edges sealed against moisture. • NFPA 1901 embossed 0.125" aluminum tread plate roof attached to 3" x 1 1/2" x 0.125 extruded aluminum roof bows on 16" centers. Bows are 2" skip welded every 12" Tread plate seams shall be continuous welded. Perimeter of roof shall be chemically sealed. • Extruded aluminum floor with interlocking planks, 1.88" high x various widths, 0.125" top surface. 6005-T5 alloy and temper. Heavy-duty thick-wall extruded planks fore and aft of all floor cutouts and every 5th plank in all other areas. Planks made of 6005-t5 alloy and temper, 0.250" thick top surface. • Full width 12" deep aluminum rear bumper with center step, painted to match the body. • Full length skirting below floor (32" skirts). • All clearance and side marker lights to be LED. • Standard structural warranty of 5 years or 50,000 miles and standard component warranty of 12 months or 12,000 miles. • The vehicle shall be fully sanded on all exterior surfaces with no more than 150 grit to assure removal of imperfections in metal surface. All aluminum shall be chemically etched and primed prior to painting. Base body color shall be oven baked and painted to commercial truck standards. Note: Specifications are from body manufacturer and are subject to change without notice.



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Item	Qty	
3.02	1	32" wide x 76" high 0.125" aluminum sedan door installed above floor. - Includes 21.5" wide x 25.5" high fixed window. - Door shall have continuous stainless-steel piano hinge, two (2) nylon door straps and an aluminum drip rail. NOTE: Interior window covering will be a day/night shade with valance.
3.03	1	Interior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed on side entry door interior panel.
3.04	1	Pull out aluminum stairs encased in a narrow profile cassette Includes exterior fold out stainless-steel tubular handrail. NOTE: Steps to be made with Slotted Diamondback Planking
3.05	1	Wire one of the overhead lights to function as a courtesy light when the entry door is opened.
3.06	2	Install a Whelen PEL2C light at the bottom of interior panel of side entry door and wire this light to function as a courtesy light when the side entry door is opened.
3.07	1	Courtesy light defeat feature through multiplex control system. NOTE: This feature for the side entry door courtesy lights (both the ceiling light and lights mounted on interior door panel) will be automatically deactivated when the corresponding room has the overhead lighting set to night (red) mode
3.08	1	TriMark keyless entry with remote radio frequency (RF) transmitter fob, externally mounted keypad and lock actuator. NOTE: Keypad located at side entry door
3.09	3	TriMark keyless entry, additional key fob. NOTE: For a total of (4) FOB's.
3.10	1	Whelen Stop/Turn/Tail/Backup light set. Includes two of each of the following: Whelen M6FCV4 polished chrome vertical housings for four M6 series lightheads. Whelen M6 series LED arrow shaped amber turn signal, model number M6T. Whelen M6 series LED brake/tail light heads, model number M6BTT. Whelen M6 series LED back-up light heads, model number M6BUW. NOTE: The fourth light head space (upper position) will be for an emergency light as specified in the Emergency Lighting / Siren section below.
3.11	1	Cast Products LP0004-1-B aluminum license plate mounting frame with LED light.



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Item	Qty	
3.12	1	Entire underside shall be undercoated. Includes chassis, floor extrusions, step wells and aluminum compartments.
3.13	1	LDV rear mud flaps. Includes anti-sail brackets when required.
3.14	2	Flat floor (over the wheel) slide-out room extension - 130" long. NOTE: One is located on Streetside – Front Slide Out – 30" Projection One is located on Curbside – Front Slide Out – 26" Projection
3.15	2	Flat floor (over the wheel) slide-out room extension - 128" long. NOTE: One is located on Streetside – Rear Slide Out – 26" Projection One is located on Curbside – Rear Slide Out – 30" Projection
3.16	1	Slide-out General Construction: • Slide-outs to be fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. • 0.125" 5052 aluminum wall skins on slide-out. • 1" x 3" x 1/8" 6061 aluminum wall beam channels with 2" x 6" wire chase slot 6" from the top. • 2" x 4" x 1/8" 6061 aluminum lower tubular structure with 1" x 2" x 1/8" cross supports. • 1" x 4" x 1/8" 6061 aluminum upper tubular structure with 1" x 1" x 1/8" cross supports. • All exposed tube ends to be capped before welding assembly together. • Flexible wire chase to be fully enclosed in aluminum channel with access cover. Fabric covered or exposed cable chase will not be acceptable under any circumstance. • Slide outs shall include an awning topper that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • Slide out shall be fully automatic and shall not require the operator to manually move the floor panel or any other component of the slide out before or after deployment. • No track or hardware shall be attached to the ceiling of the body. • Multiplexed electric over hydraulic control system programmed to lower the slide out to floor height after full extension.
3.17	4	Amber warning light mounted on side wall of the slide out. NOTE: • One (1) light will be mounted on front wall of each front slide out • One (1) light will be mounted on rear wall of each rear slide out • Lights will flash when slide out is moving. Once slide out is fully deployed, light will be controlled by a multiplex button (to select flash, steady burn, or off). • Lights will be controlled by Two buttons on the multiplex system – Streetside and Curbside



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Item	Qty	
4.00		PAINT / GRAPHICS:
4.01		Body will be painted to match cab Color to be Black
4.02	1	6-inch-wide reflective stripe on the exterior back and sides of the vehicle.
4.03	1	Custom computer-generated non-reflective vinyl graphics per customer specifications. Includes up to seventy 8"-10" letters and up to forty-five 3"-6" letters. All lettering can be shaded or outlined.
4.04	3	Custom computer-generated non-reflective vinyl shield. Customer shall supply true vector artwork required to produce shield.
5.00		INTERIOR MATERIAL / COLOR SELECTION:
5.01		• Wall Covering: Silver Smooth FRP • Ceiling Fabric: Silver Mist • Ceiling to Wall Corner Trim: Silver Mist • Ceiling AC Ducting: Powder Coated Charcoal Grey • Slide Out Fascia: Charcoal Grey Powder Coated • Power Distribution: Charcoal Grey Powder Coated • Floor Covering: Onyx PVC Flooring • Office Chairs: Black • Vinyl Coverings (Bench Seating): Charcoal Grey • Cabinets: Charcoal Grey with Powder Coated Frames • Counters and Tables: Night Stars Solid Surface Note: Manufacturer reserves the right to substitute equivalent materials.
6.00		DRIVER / PASSENGER CAB AREA:
6.01		Cab Area Additions: • Vehicle height sign on dash. • Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 • Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
6.02	1	Custom fabricated console in cab.
6.03	1	Three (3) camera rear view system with 7" LCD color monitor. System includes left, right, and rear vision day/night cameras. Rear camera includes a microphone for audio commands from a spotter to the driver during backing operations.
6.04	1	Door ajar warning message (does not interlock ignition) through Multiplex system for side entry door, steps and handrail, and all exterior compartments. NOTE: Does not include Driver or Passenger doors.



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Item	Qty	
7.00		<u>WALLS, CEILING AND FLOOR:</u>
7.01		Insulate walls with a minimum of 2-1/2" of fiberglass insulation. Cover interior body side posts with 1/2" plywood sub wall.
7.02		Cover sub wall with smooth finish Kemplite 0.075" fiberglass reinforced plastic (FRP) lining. Wall covering shall be a continuous piece front to back, no seams acceptable.
7.03		Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating. • Cover interior roof beams with 1/2" plywood. • Modular panel design allows for manageable future additions and repairs. • Plywood Panels covered in acoustical fabric. NOTE: Ceiling finish will be silver mist headliner material
7.04		Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, 6 ply, face veneer plugged and sanded.
7.05		Lonseal Loncoin II Flecks (Black – 150 Onyx) non-skid commercial grade PVC flooring. The flooring shall be continuous, one-piece full length, full width, no seams.
7.06		Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required.
7.07	2	Flush pocket door installed on heavy-duty aluminum track with two (2) four-wheel roller trucks. Pocket door shall have a recessed handle, a strap to hold the door in the open position, and magnets to hold the door closed.
7.08		All bulkheads shall be covered with Kemplite 0.075" FRP. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable.
7.09	1	Cover interior of side entry door with a powder coated aluminum panel (Charcoal Grey). Includes a heavy-duty rubber grab handle.
7.10	4	Flush mount deep-tint fixed window installed on side wall in slide out. NOTE: Interior window covering will be a day/night shade with valance.
8.00		<u>GALLEY:</u>
8.01	1	Panasonic NN-SU656B (or current model) 1.3 cu. ft. 1000-watt microwave oven.
8.02	1	Keurig Single Serve Coffee Maker.
8.03	1	Norcold model DE-0061 (or current model) 12Vdc/120Vac refrigerator. Refrigerator has the following features: • 7.0 ft³ capacity • Two door model • 3.2A - 12Vdc/0.4A - 120Vac • Integrated door latches
9.00		<u>SEATING:</u>
9.01	14	Space Air Grid office chair 5560 black, with five caster spider base and adjustable height. NOTE: Includes custom brackets and/or straps with buckle release to secure chairs while in transit



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Item	Qty	
9.02		Fabricate and install flip-down bench seating Bench seat cushions shall be covered in heavy-duty vinyl. Bottom cushions will be installed on Zico Quic-Seat® fold down spring loaded seat brackets. Includes back rest cushions that are sized for clearance from television above. NOTE: Vinyl color will be Charcoal Grey
9.03		<u>BENCH SEAT REQUIREMENTS:</u> • Foam for seat backs and bottoms shall be firm density. • All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials. • Material corners shall be squared or angled to fit precise cut of foam. • Foam shall be bonded to plywood backer with industrial grade adhesive. • Attachment of fabric/vinyl to backer shall utilize industrial grade upholstery staples.
10.00		<u>CABINETS:</u>
10.01		Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: • Base cabinets constructed of 0.080" powder coated aluminum with extruded frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with extruded frames. • Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinet doors swing up.
10.02		Radius edging incorporated as design permits.
10.03	4	Magnetic/Dry Erase writing surface on overhead cabinet door.
10.04	4	Gas spring lift supports on overhead cabinet door.
10.05	1	Key lock on galley area overhead cabinet door.
10.06	5	LED light with on/off switch, mounted under overhead cabinet.
10.07	1	Slide-out printer tray.
10.08		Wilsonart Gibraltar 1/2" solid surface countertop over subsurface. Solid surface countertop shall have a 1-1/2" front lip with radius edge. NOTE: Countertops to be Night Stars
10.09		Wilsonart Gibraltar 1/2" solid surface conference tabletop over subsurface. Solid surface tabletop shall have a 1-1/2" front lip with radius edge. NOTE: Tables to be Night Stars



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Item	Qty	
10.10	1	Linear actuator lifting columnar table base for conference table. Provides capability to be a sitting or standing conference table that is adjustable through table leg lifting columns and control box. NOTE: Located in Front Room
10.11	1	Powder coated 0.125" aluminum conference table base. NOTE: Located in Rear Room
10.12	10	Magnetic dry erase board framed in aluminum. Includes aluminum clip frame for easy board replacement, sized as required.
10.13	4	Magnetic Marker holder tray for whiteboards. Shipped Loose
10.14	1	Install a key display board inside overhead cabinet and clearly tag all keys for the vehicle as to their purpose.
10.15	1	Custom fabricated console to house electrical distribution components and control panels. NOTE: Cabinet will be aluminum and powder coated Charcoal Grey
11.00		HVAC SYSTEM:
11.01	1	Fan-tastic Vent model 1450 3-speed reversible 12" power roof ventilator.
11.02	5	Ducted Coleman Polar Mach 8 series low profile air conditioner. • 13,500 nominal Btu/hr air conditioner with condensate pump. • Chill Grille Assembly with 6,000 Btu/hr heat strip • Louvered Ceiling Vents, as required
11.03	2	Broan model 174 wall mount 5,120 Btu/hr electric heater.
11.04	1	Broan model 112 kick space mount 5,120 Btu/hr electric heater.
12.00		AC ELECTRICAL SYSTEM:
12.01	1	Power Tech 25-kW 120/240Vac liquid-cooled diesel generator with air bag mounts installed in a custom fabricated compartment. Generator features: • Four-cycle water-cooled diesel engine with Tier 4F Emissions • Radiator cooled, direct mounted • High-coolant temp and low oil pressure shutdown sensors • Spin-on fuel and oil filter • Single side service • Gallon Per Hour fuel consumption: 25% load = 0.51, 50% load = 1.01, 100% load = 2.03 NOTE: Generator exhaust routed to streetside

Item	Qty	
12.02	1	Generator Compartment shall be constructed to the following specifications: • 0.187" aluminum with all welded seams. • 2" deep 0.125" aluminum box pan doors and 0.125" aluminum frames. • Door frames riveted to the body and welded to the compartments. • Stainless steel door hinges attached with stainless steel machine screws. • Flush mounted door handles with slam latches. • 0.125" diamond plate panels on interior door surfaces. • Gas charged lift/support cylinders to hold doors open at 90° • Industrial grade neoprene gasket door seals. • Door activated LED light inside compartment. • Sound barrier lining on interior compartment walls, ceiling and doors. Sound barrier material consists of metalized Mylar facing, 1" sound absorbing foam, 1.0#/sf barrier, 1/4" foam decoupler and a 3 mil. acrylic pressure sensitive adhesive with a 76# Kraft paper liner.
12.03		Tiger Foam insulation installed between floor and generator compartment to reduce noise/vibration in load space.
12.04	1	ACData surge suppressor for protection of entire AC power system. Product features: • UL listed: UL1449 3rd Edition • LED visual verification of status
12.05	1	LDV exclusive Intel-I-Touch™ vehicle automation control system. A multiplexed vehicle automation system must be incorporated into a common touch screen(s) that is custom programmed to monitor and control onboard systems as described throughout the specifications. The automation system software must allow simultaneous distribution of information to multiple onboard control/monitoring stations and the software must be updateable and configurable as required. This system is mandatory as it simplifies start up procedures, contains fewer operating components, reduces operational start-up time, reduces the total amount of wiring in the vehicle and includes error detection protocols and troubleshooting features. Features include: • Two (2) 10" LCD touch screen with custom graphics for control and monitoring systems • One (1) will be in the cab console • One (1) will be in the power distribution cabinet inside the side entry door • Three (3) 3" touch pads with custom graphics for local control and monitoring systems • One (1) will be in the front workstation room • One (1) will be in the rear conference room • One (1) will be in the exterior workstation • AC power distribution control and monitoring for the generator with power management • DC power distribution control and monitoring • Manual or automatic generator control • HVAC and temperature control. • Interior and exterior lighting control



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Item	Qty	
		• Automatic power transfer switches • Automated startup and shutdown procedures • Seamless control of generators, lighting, awnings and additional devices • Mast control • Safety interlocks The system must be completely upgradeable with power modules located throughout vehicle. Additional components may be added to system with a simple software modification System capability is not to be achieved with use of multiple monitoring systems designed for specific use i.e., water monitors, battery monitors etc.
12.06		Storage Mode Storage Mode maintains the vehicle in a ready-to-deploy condition. Battery chargers, specified outlets, and other pre-determined equipment is powered. HVAC is maintained at a storage mode setting to prevent freezing in the winter or overheating in the summer. The generator can be set to automatically start in the event of a loss of shore power. Other items as necessary can be made available in Storage Mode.
12.07		Travel Mode Travel Mode places the vehicle in a ready-to-travel condition based on vehicle application and equipment. In most cases this includes: starting the generator and transferring off of shore power, turning on HVAC and adjusting temperature to normal operating setpoints, stowing all equipment for travel, powering up communication gear. Travel Mode is a custom programmed, automated process similar to the Auto Startup and Auto Shutdown.
12.08		Reduced Lighting Mode This feature allows the white ceiling lighting in each room have the option of All-On or Half-On.
12.09		Night Time (Blue) Lighting Mode This feature turns the ceiling lighting in each room from white to blue lights.
12.10		Battery Saver Feature Battery Saver eliminates the need to turn off the battery breaker on an Intel-I-Touch truck in order to save battery power. Battery Saver feature automatically shuts down aux power if: • Main Power off • And, ignition is off • And, shore power is not available • And, generator is OFF (battery tend would count as ON) • And, Battery drops below 12V • Or, 4 hours has elapsed since above conditions (could tweak the timing) Power returns automatically if the ignition is turned on or an entry door is opened.
12.11	1	Auto Leveling Feature This feature includes touchscreen indication of vehicle level and control of leveling jacks individually or in pairs. Operators can manually stabilize and level the vehicle from any touchscreen. Jacks are automatically retracted as part of the Auto Shutdown process.

Item	Qty	
12.12	1	Fuel Gauge and Audible Warning Feature Includes a fuel gauge on screen and an audible low fuel level warning (audible warning at half)
12.13	1	Kussmaul Auto Eject 20, 20A-120Vac shore power inlet Includes a 25-ft. 20A-120Vac shore power cord.
12.14	1	Kussmaul Auto Eject 20 E-Z mounting plate with green LED charge indication light
12.15	1	Marinco 100A-125/250Vac waterproof shore power inlet Includes a 25-ft. 100A-125/250Vac shore power cord Also includes a 6-ft. 100A-125/250Vac pigtail.
12.16	17	20A-125Vac duplex receptacle with dual USB charging ports. Receptacle is not dedicated to any installed equipment. NOTE: Locations: • One (1) at each Workstation 1-5 in Raceway above the Countertop – Five (5) Total • One (1) centered in Raceway in Curbside Front Slide Out • Two (2) in Front Room Table Base • Four (4) in Rear Room Table Base • Two (2) in Streetside Rear Slide Out Bench Seat Base • Two (2) in Curbside Rear Slide Out Bench Seat Base • One (1) in the Galley area above the Countertop
12.17	1	20A-125Vac interior GFCI duplex receptable NOTE: One (1) in the Galley area above the Countertop for the Coffee Maker
12.18	5	20A-125Vac exterior GFCI duplex receptacle. NOTE: Locations: • Two (2) on streetside of body - installed with a weatherproof cover. • Two (2) on curbside of body - installed with a weatherproof cover. • One (1) in exterior workstation.
12.19		Wire chase wire management raceway system located as shown on drawing. Product features: • Satin anodized finish. Material extruded from 6063-T5 aluminum alloy. • Removable dual cover. Makes wiring easy and accessible and provides maximum flexibility for adding or relocating outlets and circuits. • UL Listed multioutlet assemblies. File E68073 Guide PVGT, Fittings: File E121188 Guide RJPR. Meets Article 380 of NEC and meets Section 12-3032 of CEC. • UL and cUL Listed component raceways. File E73943 Guide RJBT, Fittings: File E74343 Guide RJPR. Meets Article 386 of NEC and meets Section 12-600 of CEC. • UL5 and ADA compliant. Raceway and fittings meet UL5 specifications and can be installed in conformance with ADA requirements

Item	Qty	
12.20	2	APC Smart-UPS 3,000VA rack mount UPS, SRT3000RMXLA (or current model). Product features: • 3,000VA/2,700W output capacity • 120V output voltage • (8) NEMA 5-20R and (1) NEMA L5-30R output receptacles • Typical Backup Time at Half Load 10.3 minutes (1350 Watts) • Typical Backup Time at Full Load 3.2 minutes (2700 Watts) NOTE: • One (1) will be dedicated to the Network and Rack Mounted Equipment • One (1) will be dedicated to the Red Outlets (Computers/Monitors)
12.21	7	Red specification grade 20A-125Vac duplex receptacle with stainless steel wall plate. These receptacles are dedicated to the UPS. NOTE: • One (1) for each of the Five (5) workstation computer and a monitor • One (1) for each of the Two (2) Smartboards
12.22	1	Will-Burt Night Scan Chief NS2.3-600WHL (or current model) 120Vac light tower. Includes: • Four (4) Pioneer x 150-watt LED Spot/Flood light (PCP2ASF) • Hand held (wired) remote control • 50ft control cable • Ignition Interlock to prevent vehicle from being moved with light tower raised. • Additional roof support structure, as required.
12.22		<u>AC WIRING REQUIREMENTS:</u> • All AC main wiring shall be stranded THHN wire and run in non-metallic Carlon Carflex liquid tight conduit. • All AC branch circuit wiring shall be stranded THHN wire (AWG 12 minimum) and run in nonmetallic • Carlon Carflex liquid tight and Carlon Flex-Plus blue ENT conduit. • All electrical circuits and appliances shall conform to applicable national electrical codes.
13.00		<u>DC ELECTRICAL SYSTEM:</u>
13.01	1	Six (6) absorbed glass mat (AGM) 6Vdc batteries. • Batteries shall be installed in an underbody compartment on a slide out tray. • Four (4) batteries will be separated for auxiliary equipment • Two (2) batteries will be for communications equipment. Three (3) electronic converter/chargers, 80-amp minimum output each. Converter/charger features: • Charges three banks of batteries at the same time. • Manual reset circuit breaker. • Reverse battery protection. • Electronic current limiting. • High voltage protection. All DC electrical and metering switched and monitored through the multiplex control system.

Item	Qty	
13.02	1	Sure Power 2403 isolator.
13.03	20	Light, Orion 6" LED, neutral white with polished bezel.
13.04	12	Light, Orion 6" LED, neutral white / blue with polished bezel.
13.05	10	Whelen M9LZC Gradient LED Scene Light with Chrome Flange. NOTE: Located: • Five (5) on each side wall
13.06	2	Whelen M6ZC Gradient LED Scene Light with Chrome Flange NOTE: Located: • Two (2) on the rear wall
13.07	12	Whelen PEL2C LED light with chrome housing. NOTE: Located: • Five (5) on each side wall • Two (2) on the rear – under the bumper (not sticking out past the bumper)
13.08	5	12Vdc Dual USB power port NOTE: Located – Four (4) in the exterior workstation and One (1) in the cab
13.09		<u>12VDC WIRING REQUIREMENTS:</u> • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical branch circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical branch circuit wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels. • All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569" • All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028 • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required. • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms. • All wire bundles shall be tied with trimmed nylon ties.

Item	Qty	
		• Extreme care shall be exercised to provide for easy serviceability of the system in future • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. • Proper insulation and heat deflection panels must be installed in such areas • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements.
14.00		EMERGENCY LIGHTING / SIRENS:
14.01	1	Whelen 295SLSA6 siren with 9 low current lighting control switches. NOTE: Slide Bar Positions Control: 1. Rear Wall Upper and Lower lights 2. Rear Wall Upper and Lower lights, Side Wall Upper lights, Front Wall lights, and Grille lights. 3. All lights All emergency lights will be set to a random flash pattern
14.02	1	Whelen SA315P high performance speaker.
14.03	1	Whelen L31HGF green LED command beacon NOTE: Mounted on front – center of antenna raceway Controlled by a button on the multiplex control system.
14.04	4	Whelen ION-T- Series, TLIB, Linear Super-LED lighthouse with internal flasher Blue LEDs with clear outer lens Ordered with TIONFC chrome flange.
14.05	4	Whelen M6 Series, M6BC, Linear Super-LED lighthouse with internal flasher Blue LEDs with Clear outer lens. Ordered with M6FC chrome flange.
14.06	6	Whelen M7 Series, M7BC, Linear Super-LED lighthouse with internal flasher Blue LEDs with Clear outer lens. Ordered with M7FC chrome flange.
14.07	12	Whelen M9 Series, M9BC, Linear Super-LED lighthouse with internal flasher Blue LEDs with Clear outer lens. Ordered with M9FC chrome flange.
15.00		AUDIO / VIDEO:
15.01	4	LG 24" LED HDTV model 24LH4830 with wall mount bracket. NOTE: Two (2) will be mounted in each Front Slide Out – Angled downward Inputs: HDMI 1 – Matrix Switcher RF – Over the Air Antenna

Item	Qty	
15.02	4	Samsung 43" TU8000 UHD 4K Smart HDTV - UN43TU8000FXZA with wall mount bracket. NOTE: Two (2) will be mounted in each Rear Slide Out Inputs: HDMI 1 – Matrix Switcher RF – Over the Air Antenna
15.03	2	SMART Board 6000S Pro Series 65" with embedded PC NOTE: Mounted One (1) on Front Wall and One (1) on Rear Wall. Inputs: HDMI – Matrix Switcher Output: PC Output – To Matrix Switcher
15.04	1	Samsung 55" The Terrace Partial Sun Outdoor QLED 4K Smart TV - QN55LST7TAFXZA Includes a Samsung The Terrace Outdoor 5.1ch Soundbar w/ Dolby - HW-LST70T. NOTE: Mounted in the Exterior Television Compartment – Rear Slide Out HDMI 1 – Matrix Switcher RF – Over the Air Antenna
15.05	1	Weatherproof single door exterior workstation and television compartment. Constructed from 0.125" aluminum with all welded seams and hinged at the top. Includes: • Internal flip down work surface • LED strip light (illuminates when door is opened) • Gas charged lift support and locking latch (Trimark)
15.06	1	Winegard TRAV'LER DirecTV HD SWM 3 Slimline automatic satellite system. DIRECTV Satellites: 99°, 101°, 103° Note: Service contract, activation and set up not included.
15.07	2	DirecTV H44 HD Commercial Satellite Receiver. NOTE: Both will be located in the Audio/Video Rack
15.08	2	IR Extender NOTE: One (1) located in Front and Rear rooms and run to DirecTV receivers.

Item	Qty	
15.09	1	Four (4) Axis P1224-E Miniature Network cameras for Perimeter monitoring. • One (1) – Front View • One (1) – Rear View • One (1) – Left Side View • One (1) – Right Side View NOTE: Includes an Axis T8705 Video Decoder - set to show the four cameras and will be an Input into the matrix switcher.
15.10	4	SD Memory Card (64GB) for IP Perimeter Cameras
15.11	1	JACK® model OA8500 Digital HDTV Antenna + Mount with SureLock™ DTV Signal Meter. No crank up, built in Amplifier and 360° rotation for improved reception.
15.12	1	HE Series 12 position Passive Combiner NOTE: To send the Over-the-Air antenna feed to all televisions.
15.13	1	Extron ShareLink Pro 500 Series Wireless Collaboration Gateway NOTE: Located in the Audio/Video Rack
15.14	1	Extron DXP 1616HD 4K PLUS 16X16 HDMI Matrix Switcher. NOTE : INPUTS (11): • (2) DirecTV Receivers • (2) Mast Camera • (1) Perimeter Camera Quad View • (1) Extron Sharelink • (2) Feed from each Smartboard • (1) HDMI Input Jack in Front Conference Table • (1) HDMI Input Jack in Rear Conference Table • (1) HDMI Input Jack in Exterior Workstation OUTPUTS (11): • (1) 65" Smartboard on Front Wall • (2) 24" Televisions in each Front Slide Out • (2) 43" Televisions in each Rear Slide Out • (1) 65" Smartboard on Rear Wall • (1) 55" Television in Exterior Monitor Compartment
15.15	3	Extron MKP 2000 X-Y Remote Control Panel for Extron Matrix Switchers. NOTE: • One (1) mounted on Front Wall • One (1) mounted on Rear Wall • One (1) mounted in the Exterior Workstation

Item	Qty	
15.16	1	Bogen TPU-15 (or current model) paging amplifier with Two (2) roof mounted Whelen SA315P speakers interfaced with wireless microphone. NOTE: Both speakers will be mounted on the Curbside.
15.17	1	Audio Technica wireless microphone system interfaced to Bogen paging amplifier.
15.18	1	Prewire for future installed microwave downlink antenna on top of mast top box. Includes a Cat-6 cable run from the mast top box to the patch panel – labeled for microwave downlink.
15.19		All RF cable for DSS antenna systems (when specified) shall be Belden #9116 series 6 broadband coaxial cable. All other video cabling shall be Belden #1505A RG-6/U precision video cable.
16.00		MAST AND MAST MOUNTED EQUIPMENT:
16.01	1	Fireco 2300 series heavy-duty non-locking telescoping pneumatic mast. Mast features: • 187 lb. max top load capacity • 38' 9" extended height • 6' 9" nested height Includes: • KEY-WAY breakaway nylon key prevents tower rotation. Easily replaceable. • Air safety valve for over pressure release and condensation drainage. • Water drainage holes to avoid freezing at low temperatures. • Interlock to prevent vehicle from being driven with mast raised. • Fireco tower does not require routine lubrication. • Mast cap covers the top of all tower sections when the tower is in the retracted position keeping dirt and moisture out of the tower when stowed.
16.02	1	Gast 3/4-hp compressor with remote mount 7-gallon air tank.
16.03	1	Weatherproof mast up/down control switch on exterior of vehicle.
16.04	1	Mast lookup light mounted on mast.
16.05	1	Custom fabricated 0.125" aluminum Nycoil cylinder painted to match body color.
16.06	1	Custom fabricated 0.125" aluminum mast cover painted to match body color.
16.07	1	Custom fabricated box on top of mast for up to two dome style cameras
16.08	2	Axis Q6318-LE PTZ Dome Network Camera • 4K UHD and 31x optical zoom • Axis Sharpdome technology with Speed Dry • Optimized IR with power-efficient, long-life 850 nm IR LEDs, range of reach 300 m (984 ft) or more depending on the scene • Built-in laser that provides laser focus for precise focus and quick-zoom functionality, it allows you to easily follow fast-moving objects
16.09	2	Axis T8705 Video Decoder. Allows Axis mast camera feed to be an input into the matrix switcher.
16.10	2	SD Memory Card (256GB) for IP Mast Camera

Item	Qty	
17.00		RADIOS:
17.01		Primary 12Vdc power leads for communications radios shall be minimum 2-gauge copper stranded wire with soldered crimp-on end connectors (gauge based on radio requirements). Cables shall be enclosed in convoluted tubing and function identified with colored shrink-wrap. Power to radios shall be controlled by a continuous-duty switch actuated by the auxiliary battery disconnect switch.
17.02	4	Install customer provided remote head style communications radio. Installation includes: • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit. • 12Vdc power routed to radio transceiver location.
17.03		Install hinged panels under countertops to conceal radio transceivers where applicable.
17.04	1	Fabricate and install 3" x 3" square aluminum tubing antenna raceway on the roof of the vehicle. Antenna raceway will penetrate the roof on each side of the truck at radio box locations. Includes: • 3" high x 3" long aluminum access cover at each antenna base location on the side of the tubing for access to antenna base and coax cable. • Access covers with watertight gasket and attached with four (4) stainless steel machine screws. Raceway tube to have nut-serts installed for access cover attachment. • Carlon Carflex ENT conduit routed from antenna raceway penetration location to radio transceiver locations.
17.05		All radio and siren mics will be installed with a magnetic microphone holder.
18.00		COMPUTER NETWORK AND EQUIPMENT:
18.01	32	RJ-45 Cat6 computer network jack with Cat6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable). NOTE: Locations: • Two (2) at each Workstation 1-5 in Raceway/Wall above Countertop – Ten (10) Total • One (1) at each Workstation 1-5 under the Countertop for Computer – Five (5) Total • Two (2) centered in the Raceway in the Curbside Front Slide Out • Two (2) in Front Room Table Base • Four (4) in Rear Room Table Base • Two (2) in the Exterior Workstation • Two (2) inside Input Box for Network Rack • One (1) for the Printer • Two (2) Spare runs up the Mast • One (1) to each 65" Smartboard – 2 Total This list does not include all the wired items installed (mast cameras, perimeter cameras, decoders, Extron Items, Etc.)
18.02	3	Leviton 69270-U24 (or current model) 24-port Cat6 rack mount patch panel.
18.03	1	Cable Certification Report confirming that network wiring complies with Cat6 specifications.

Item	Qty	
18.04	1	HP Color LaserJet Pro Multi-Function Printer (MFP) M479FDW
18.05	5	Install customer provided computer NOTE: • One (1) will be installed under the Countertop at each Workstation 1-5
18.06	12	Install customer provided 24" computer monitors NOTE: • Two (2) will be installed at Workstations 1, 2, and 3 on custom fabricated brackets to have monitors create a "V" pattern at each workstation • Three (3) will be installed at Workstations 4 and 5 with the center one flat on the wall and the outer ones angled in toward the center.
18.07	1	Cisco Computer Network Equipment. Includes: • Two (2) Cisco SG250X-48P Gigabit PoE with 4-Port 10-Gigabit Smart Switch • Two (2) Cisco Aironet 1832i IEEE 802.11n 300 Mbit/s Interior Wireless Access Point. • Includes 1 Year SmartNet Service on Switches and Access Points. NOTE: Access Points will be mounted – One (1) in front room and One (1) in rear room.
18.08	6	Pre-wire for Customer Provided Yealink SIP- T48U SIP Phones – Install to be Determined.
18.09	1	Cradlepoint E3000 cellular router with WiFi (5G Modem) and 1-year NetCloud Enterprise Branch Essentials Plus Advanced Plan.
18.10	1	Cradlepoint LTE Advanced Pro 1200M-B MC400 Modem for E300/E3000 Enterprise Branch Routers with Doors & 4 Gray Antennas.
18.11	1	Airgain CENTURION Next 9 IN 1 High Performance External IP67 Antenna for LTE and 5G. 4x Cellular (600 MHz-6 GHz), 4x WIFI and GNSS, Threaded-Bolt Mount, 15 FT Cabling with SMA Connectors for Cell/GNSS, and RP-SMA for WIFI, Black.
18.12	1	Airgain CENTURION Next High Performance External IP67 Antenna for LTE and 5G. 4x Cellular (600 MHz-6 GHz), Threaded-Bolt Mount, 15 FT Cabling with SMA Connectors for Cell, Black.
18.13	1	Provisions for future install of a satellite broadband system. Includes fabricating and installing a single 3" X 3" square aluminum tube on the roof of the vehicle that runs from future dish location to area above electronics rack with a drop to interior.



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Item	Qty	
19.00		MISCELLANEOUS ELECTRONICS:
19.01	1	Masterclock NTD26 (or current model) networked synchronized clocks. Product features: • Uses external (or your own internal) NTP source for accurate traceable time. • Display time in 12 or 24 hr format. • Display date in mm:dd:yy or dd:mm:yy. • All international time zones. • All automatic daylight-saving time. NOTE: Clock ordered with Red numerals Clock located on Rear Wall.
19.02	2	Middle Atlantic Products, Inc. MRK-4026 forty-space 19" wide x 26.5" depth (24" useable depth) open framed electronics equipment rack with caster base. Rack can easily slide out from its fixed position to allow side access to rack equipment.
19.03	2	Middle Atlantic VFD-40 vented front door with a key lock.
19.04	2	Middle Atlantic MW-4QFT-FC top fan panel, with four (4) 50 cfm ventilation fans (QFAN).
19.05	6	Middle Atlantic PD-815SC-NS 15-amp power strip with eight (8) outlets. Includes PB-XS rack mounting bracket.
19.06	1	Cast Products EB00013-1 cast aluminum weatherproof box with key lock. NOTE: This will be used as the Input Box/Pass through (located behind an Electronics Rack)
19.07	1	Shroud with weatherproof pass-through hatch installed in the door of the input box.
19.08	1	Exterior input box door painted to match body.
20.00		EXTERIOR COMPARTMENTS:
20.01	1	Single Fold Down Door underbody compartment with approximate interior dimensions 20" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Located on Streetside – under Front Slide Out This compartment is for the mast compressor/valve with remaining area open for customer storage
20.02	1	Single Fold Down Door underbody compartment with approximate interior dimensions 20" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Located on Streetside – under Rear Slide Out This compartment will include a tunnel portion to the other side This compartment will include an adjustable shelf This compartment is open for customer storage

Item	Qty	
20.03	1	Single Fold Down Door underbody compartment with approximate interior dimensions 20" high x up to 32" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Located on Curbside – under Front Slide Out Will house the Chassis and Aux. Batteries.
20.04	1	Single Fold Down Door underbody compartment with approximate interior dimensions 20" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Located on Curbside – under Front Slide Out Will house the Slide Out Pump/Valves and the Mast Compressor and Valves with the remaining area open for customer storage.
20.05	1	Single Fold Down Door underbody compartment with approximate interior dimensions 20" high x up to 30" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Located on Curbside – under Side Entry Door Will house the Power Converter/Chargers
20.06	1	Single Fold Down Door underbody compartment with approximate interior dimensions 20" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Located on Curbside – under Rear Slide Out This compartment will include a tunnel portion to the other side This compartment will include an adjustable shelf This compartment is open for customer storage
20.07		Compartments listed above will be constructed to the following specifications: • Sweep out type bottoms with 1/2" drain holes. • 2" box pan doors and door frames fabricated from 0.125" aluminum. • Door frames shall be riveted to the body and welded to the compartments. • Compartments shall have an LED light that illuminates when the door is opened. • All storage areas will include Dri-Deck flooring Compartment doors will be constructed to the following specifications: • Stainless steel hinges attached with stainless machine screws. • Slam latches and flush mounted handles. • 0.100" aluminum diamond plate on interior surfaces fastened with stainless hardware. • All doors shall be sealed with industrial grade neoprene gasket. NOTE: All storage areas shall have Dri-Decking on the floor of the compartment.
20.08	1	Tunnel box added to two compartments behind the rear axle. Tunnel box to be from the bottom of the frame rail to the bottom of the compartment (full width).

Item	Qty	
20.09	2	Adjustable aluminum box pan shelf in exterior compartment. NOTE: One will be located in each compartment located behind the rear axle.
21.00		MISCELLANEOUS OTHER:
21.01	1	Girard Nova-Double Pitched, AC electric powered, Lateral Arm awning with wind sensors.
21.02	1	Awning to include the G-Lite Awning Lighting system. This is an LED light strip in the bottom of the outer rail. This will be controlled by a button on the Multiplex system.
21.03	1	Zico Quic-Ladder swing out and down vehicle ladder. Product features: • Cast aluminum rungs with flat, non-skid surface • Steps are 3" deep • Handrails are 1-1/4" heavy-walled aluminum tubing NOTE: Includes diamond plate angle on rear bumper – under ladder.
21.04	1	Heavy-duty Quadra Mfg. Bigfoot® four point fully automatic one-touch leveling system. Includes: • Four (4) QEII-26 jacks with 17,000-lb. capacity each, 26" long with 20" stroke • Air ride dump valve • Safety interlock when jacks are deployed
21.05	1	Set of four Super Dolly Pads high density polypropylene, yellow colored for use with leveling system jacks. The pads measure 15" x 17" x 1" thick with a grab strap on one side.
21.06	2	5-pound dry chemical fire extinguisher.
21.07	3	Battery powered combination Carbon Monoxide and Smoke alarm.
21.08	1	Complete manual set, including the following (as applicable): • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Chassis and body owner's manuals. • 12Vdc and 120Vac legends showing wire gauge, color, number and function. • 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels. • Roof top antenna placement drawing and legend identifying antenna placements and termination points. • Audio/Video cabling diagram. • Warranty and Return Authorization procedures. • Chassis and generator maintenance and service logs. • Battery maintenance information. • All individual component manuals and warranty registration cards as provided by component manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.

Item	Qty	
21.09	1	At time of delivery to customer's facility an LDV representative will provide up to eight (8) hours of orientation on LDV provided systems, as applicable: • Generator start up and shut down procedure • Leveling system operation • AC and DC electrical systems operation • HVAC systems operation • Mast operation • Audio/Video system operation, does not include programming VCR's, TV's, etc. • Alarm operation • Awning operation
21.10	9	Inspection/training trip to manufacturer facilities. Includes roundtrip airfare, car rental, lodging and meal allowance.
21.11		LDV warranty, covering 1 year or 12,000 miles for manufacturer's defects in materials and workmanship. Refer to LDV warranty statement for details of warranty coverage.
21.12		Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as LDV supplied. These items include, but are not limited to: • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. In the event of a discrepancy between the drawing and specification, the specification will supersede. LDV reserves the right to make substitutions of equal quality and specifications of those listed in this document. Some component models change frequently. In the event that a specified component model becomes unavailable at the time LDV attempts to source it, LDV will provide a replacement model with equivalent or better features, as agreed upon with the customer.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 7:55 p.m. Request 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.

DATE: May 23, 2023

SUBJECT: 7:55 p.m. Request 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.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
DM - SWAT Robot Purchase Request \$75K (1)	Cover Memo	5/20/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 8:30 p.m. Request Approval to Enter into a Revenue Generating Contract with OMEGA 14 LLC to provide Concert Promotion Services Annual Contract (Wolf Creek Amphitheater) for RFP #23-14. The City will receive 25% of net revenue.

DATE: May 23, 2023

SUBJECT: 8:30 p.m. Request Approval to Enter into a Revenue Generating Contract with OMEGA 14 LLC to provide Concert Promotion Services Annual Contract (Wolf Creek Amphitheater) for RFP #23-14. The City will receive 25% of net revenue.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
RFP 23-14 Concert Promotion Services Annual Contract (3) (1)	Cover Memo	5/20/2023



City of South Fulton, Georgia
5440 Fulton Industrial Blvd., South Fulton, GA 30336
Phone: 470-809-7700
[Website: Finance & Administrative Services | South Fulton, GA](http://www.cityofsouthfultonga.gov)
[cityofsouthfultonga.gov](http://www.cityofsouthfultonga.gov)

Karen Slaton-Dixon

Karen Slaton-Dixon, Director

REQUEST FOR PROPOSALS
RFP # 23-14 CONCERT PROMOTION SERVICES ANNUAL CONTRACT
FOR THE CITY OF SOUTH FULTON

SCHEDULE OF EVENTS

DATE

Proposal Release Date:	April 14, 2023
Non-Mandatory Pre-Proposal Conference: A Non-Mandatory Pre-Proposal Conference will be held virtually by our staff and responsible person(s). To attend the Pre-Proposal Conference, please refer to Information and Instructions to Proponents, Item # 10 for details.	April 17, 2023 2:45 P.M.
Deadline for questions: Questions must be submitted online at: https://www.bidnetdirect.com/georgia/cityofsouthfulton	April 17, 2023 5:00 P.M.
Answers will be posted by addendum at: https://www.bidnetdirect.com/georgia/cityofsouthfulton	April 18, 2023
All responses to this RFP must be submitted online at: https://www.bidnetdirect.com/georgia/cityofsouthfulton . Vendors are required to submit responses to solicitations electronically. If you need any assistance registering or using the platform, please call Bidnet Direct's Support Team at 800-835-4603 ext. 2 for assistance. To attend the Proposal Opening, please refer to Information and Instructions to Proponents, Item # 9 for details.	April 20, 2023 9:00 A.M.
Oral Presentations and Interviews, if required	Not applicable

THIS PROPOSAL SOLICITATION FORM
MUST BE SIGNED AND SUBMITTED WITH PROPOSAL

COMPANY NAME:		DATE:
MAILING ADDRESS:		PHONE:
CITY:		FAX:
STATE:	ZIP:	SSN OR FEDERAL TAX ID#:
EMAIL:		TITLE OF AUTHORIZED REPRESENTATIVE:
PRINTED NAME:		AUTHORIZED SIGNATURE:

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RFP # 23-14
CONCERT PROMOTION SERVICES ANNUAL CONTRACT FOR THE
CITY OF SOUTH FULTON

INFORMATION AND INSTRUCTION TO PROPONENTS

1. **Services Required:** This Request for Proposals (RFP) is for qualified Proponents ("Proponent" or "Proponents") to provide Concert Promotion Services for the City of South Fulton. A detailed Scope of Services is set forth in this RFP.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of South Fulton Purchasing Policy codified in Sec. 1-9001 et seq. of the City of South Fulton Code of Ordinances. By submitting a Proposal in reference to this solicitation, a Proponent acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this RFP by reference.
3. **Minimum Qualifications:** Each Proponent and team member shall have the minimum experience set forth in this RFP.
4. **Certificate of Authority to Transact Business in Georgia:** Each Proponent must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
5. **Business License:** Proponent is requested to submit a copy of its current, valid business license with its Proposal. If the Proponent is a Georgia corporation, Proponent is requested to submit a valid City or city business license. If Proponent is a joint venture, Proponent is requested to submit valid business licenses for each member of the joint venture. If the Proponent is not a Georgia corporation, Proponent is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
6. **Professional License:** Proponent must attach a copy any professional license required by this RFP with its response.
7. **No Offer by City and Firm Offer by Proponent:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form a Contract. This solicitation is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent's offer is a firm offer and may not be withdrawn except as provided in this RFP, and in the City's Code of Ordinances and other applicable law.
8. **Proposal Duration:** Proposals submitted in response to this RFP must be valid for a period of One Hundred and Twenty (120) calendar days from the Proposal Submission Deadline and must be marked as such.

9. **Proposal Submission Deadline:** Responses to this RFP will be accepted online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton> on **Thursday, April 20, 2023 by 9:00 A.M. Eastern Time (ET)**.
10. **Non-Mandatory Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for **Monday, April 17, 2023 at 2:45 P.M. ET.**, and will be hosted virtually by our staff and responsible person(s).

Meeting ID: 255 819 822 003

Passcode: YB8XPh

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 470-582-0113,,440637084#](#) United States, Atlanta

Phone Conference ID: 440 637 084#

[Find a local number](#) | [Reset PIN](#)

Attendance at the Pre-Proposal Conference is voluntary for Proponents responding to this RFP; however, Proponents are encouraged to attend. During the Pre-Proposal Conference, the general requirements of the project will be discussed. Any questions during the Pre-Proposal Conference will not be authoritative. Each Proponent must be fully informed regarding all existing and expected conditions and matters, which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stating or discussed during the course of this Pre-Proposal conference shall be considered to modify, alter, or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.

11. **Solicitation Questions/Prohibited Contacts:** Any questions and communications regarding this RFP shall be submitted in writing by logging into <https://www.bidnetdirect.com/georgia/cityofsouthfulton> on or before **Monday, April 17, 2023 by 5:00 P.M., ET**. Questions received after the designated period may not be considered. Any response made by the City will be posted online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton> by addendum. No Proponent may rely on any verbal response to any question submitted concerning this RFP.
12. **All Proponents, and/or representatives of Proponents, seeking an award of a City of South Fulton Contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative other than the Department of**

Finance employee named in the solicitation, between the date of the issuance of the solicitation and the date of the final Contract award by the City Council, unless specified otherwise herein. **Attempting to influence the outcome of any given Contract prior to a recommendation of award to the City Council is strictly prohibited.** The Director of Finance will review alleged violations of this prohibition. If the Director of Finance determines that such a communication has compromised the competitive process, the proposal submitted by that Proponent may be disqualified from consideration for award, and that Proponent may, among other things, be placed on the ineligible source list. Violations of this prohibition may also be subject to prosecution under federal, state, or local laws. City of South Fulton employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain unfair advantage in a procurement competition, and as outlined in Sec. 1-9004 (d) of the City of South Fulton Code of Ordinances **and all other applicable policies.**

13. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion. The City shall not be liable for any proposal preparation costs incurred by Proponents.
14. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]"
15. **Bonding and Insurance Requirements:** The Bonding and Insurance requirements for any Contract that may be awarded pursuant to this RFP are set forth in Appendix A: Bonding and Insurance Requirements. Proponent must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Proponent, if any. For purposes of this section, "Proponent" shall mean an individual, corporation or other corporate entity submitting a proposal in connection with this solicitation, including each Joint Venture partner if Proponent is a Joint Venture.
16. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the Financial Information disclosed by Proponent and attached to this RFP. Further, if this RFP requires a successful Proponent that is awarded a Contract pursuant to this solicitation to post some type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its

Proposal a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Proponent if a Contract is awarded to it.

- 17. Sub-Consultants and Manufacturers:** Proponents are required to submit, in writing, the addresses of any proposed Sub-Consultants or equipment manufacturers listed in the Proposal and may be required to submit other material information relative to proposed Sub-Consultants. The City reserves the right to disapprove any proposed Sub-consultants whose technical or financial ability, or resources, or experience are deemed inadequate.
- 18. Examination of Proposal Documents:**
 - 18.1** Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.
 - 18.2** Each Proponent shall promptly notify the City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents. No oral responses are binding on the City.
 - 18.3** The City may in accordance with applicable law, by Addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time.
 - 18.4** Each Proponent must confirm all Addenda has been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.
 - 18.5** The City may waive any technicalities and formalities in this solicitation. Additionally, the City reserves the right to cancel the RFP in its entirety.
- 19. Oral Presentations/Interviews:** Responsive Proponents may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. Representatives of the Key Personnel as identified in the Proponent's proposal, and those with decision-making ability and authority speak on behalf of and to bind the Proponent, must be active participants in the oral presentation. The City will notify responsive Proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion.

- 20. Award and Execution of Contract:** If the City awards a Contract pursuant to this solicitation, the City will prepare and forward to the Proponent a Contract for execution substantially in the form of the Draft Contract included in this RFP. Changes may be made to reflect the Proponent's proposal, Scope of Services, and Cost Proposal Forms. All Proponents should thoroughly review the Draft Contract prior to submitting a Proposal. Any proposed revisions to the terms or language of the Draft Contract must be submitted in writing with the Proponent's response to the RFP. Since the proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the City, Proponent should review any proposed revisions with an Authorized Representative having the authority to execute the Contract. Upon approval of the Proponent by the City of South Fulton City Council, the City will provide the Proponent with three (3) unsigned Contracts. The Proponent shall execute and return the three (3) Contracts, with required insurance certificates and other documents as listed in this RFP or required by the City, within no more than ten (10) calendar days from receipt of the agreements.
- 21. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (**Act**), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms attached herein as Form F6.6 and F6.7, Appendix B: Required Form Submittals must be submitted with the Proposal at the time of submission. Under State Law, the City cannot consider any Proposal which does not include the completed F6.6 form. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising the corporate entity must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this RFP.
- 22. Multiple Awards:** The City reserves, in its sole discretion, the right to make one (1) award, no award, or award to multiple Proponents.
- 23. Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this RFP.

- 24. Conflict of Interest:** Proponents are advised to read and familiarize themselves with the conflict of interest provisions of this RFP. The City reserves the right to issue RFPs for specific projects that are independent of RFP # 23-14 Concert Promotion Services Annual Contract for the City of South Fulton. Except as stated in this RFP these Instructions, and the Notice to Proponents concerning Conflicts of Interests, successful Proponents under this RFP are not precluded from responding to such solicitations.
- 25. Tax Exemption Status:** The City is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by the City of South Fulton. Exemption certificates furnished upon request.
- 26. Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proponent. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the Contract throughout and will be deemed to be included in the Contract the same as though herein written out in full.
- 27. Negotiations/Best and Final Offers:** The City reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate for the accomplishment of the intent of this RFP. The City may require the submission of Best and Final Offers. The City may require that this RFP and Proponent's response be incorporated in full or in part as Contract Documents. The RFP and all responses, supplemental information, and other submissions provided by Proponent during discussions or negotiations may be held by the City as contractually binding upon Proponent. The City may seek clarification from a Proponent at any time during the procurement process, and failure of a Proponent to timely respond may be cause for rejection of Proponent's proposal.
- 28. TITLE VI SOLICITATION NOTICE -** The City of South Fulton, GA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations (28 CFR Part 42), hereby notifies all bidders or offerors that it will affirmatively ensure that for any Contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a full and fair opportunity to submit bids in response to this invitation and will not be, on the grounds of race, color, or national origin, excluded from participation in, denied the benefits of, or subject to discrimination in consideration for an award for any program or activity that receives Federal funds or other Federal financial assistance.

RFP # 23-14
CONCERT PROMOTION SERVICES ANNUAL CONTRACT FOR THE
CITY OF SOUTH FULTON

SUBMITTAL CHECKLIST

1. Please use the following checklist to verify that all required information is included in your proposal.
2. It is the sole responsibility of each proponent to ensure that their proposal is inclusive of all Submittals outlined below or elsewhere in this RFP.
3. **Failure to submit any of the items below may cause rejection of the Proposal.**
4. Proponents are required to submit responses to solicitations electronically online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton>. The City will not consider any proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).
5. The Cost Proposal must be submitted and uploaded as a separate attachment. Do not upload the Cost Proposal with the Technical Proposal.
6. The Financials must be submitted and uploaded as a separate attachment. Do not upload the Financials with the Technical Proposal.

REQUIRED DOCUMENTATION

INITIAL IF INCLUDED

- | | |
|--|-------|
| 1. PROPOSAL SOLICITATION FORM | _____ |
| 2. SUBMITTAL CHECKLIST (THIS FORM) | _____ |
| 3. ADDENDA (IF APPLICABLE) | _____ |
| 4. ENTIRE PROPOSAL | _____ |
| 5. COST PROPOSAL (ATTACHMENT B) | _____ |
| 6. REQUIRED FORM SUBMITTALS (APPENDIX B) | _____ |
| F6.1 W-9 FORM | _____ |
| F6.2 NON-CONFLICT OF INTEREST | _____ |
| F6.3 NON -COLLUSION AFFIDAVIT | _____ |
| F6.4 BUSINESS ENTITY CERTIFICATE | _____ |
| F6.5 CERTIFICATE OF AUTHORITY-JOINT VENTURE | _____ |
| F6.6 ILLEGAL IMMIGRATION REFORM AND
ENFORCEMENT ACT – CONTRACTOR AFFIDAVIT | _____ |
| F6.7 ILLEGAL IMMIGRATION REFORM AND
ENFORCEMENT ACT- SUBCONTRACTOR AFFIDAVIT | _____ |
| F6.8 SUBCONTRACTOR INFORMATION FORM | _____ |
| F6.9 ACKNOWLEDGEMENT OF PROPONENT | _____ |
| F6.10 REFERENCE AND RELEASE FORM | _____ |
| F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS | _____ |
| F6.12 EXCEPTIONS FORM | _____ |
| F6.13 CERTIFICATE OF ABSENCE OF CONFLICT OF INTEREST FOR
DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK | _____ |
| F6.14 DEBARMENT FORM | _____ |
| 7. BUSINESS LICENSE | _____ |
| 8. PROFESSIONAL LICENSE (IF APPLICABLE) | _____ |
| 9. CERTIFICATIONS | _____ |

Printed Name

Title

Date

Signature

Firm Name

Email Address

Phone Number

RFP # 23-14
CONCERT PROMOTION SERVICES ANNUAL CONTRACT FOR THE
CITY OF SOUTH FULTON

1. INTRODUCTION

The City of South Fulton (the “City”) invites interested Proponents to submit Proposals from qualified firm(s) that are experienced in providing Concert Promotion Services. The City desires to contract with a firm who can provide an immersive entertainment experience that will attract visitors from across the region. The Wolf Creek Amphitheater is strategically positioned to become a regional leader in arts and entertainment.

1.1 BACKGROUND

1.1.1 The Wolf Creek Amphitheater a premier destination, not only in our region, but statewide and nationally. The Amphitheater sits on 435 acres of pristine land in the heart of the City of South Fulton. The location is accessible to the interstate as well as the world’s busiest airport, Hartsfield-Jackson Atlanta International Airport.

1.1.2 The Wolf Creek Amphitheater consists of:

1.1.2.1 Covered stage (108’ x 54’) with loading areas;

1.1.2.2 Walkways and ramps including ADA accessible walkways and ramps;

1.1.2.3 Site lighting and landscaping including special sod installation, asphalt paving and striping;

1.1.2.4 Site fencing;

1.1.2.5 Site utilities for electric power supply, water supply, sewer and storm water management;

1.1.2.6 Dressing Rooms and support spaces to amphitheater building (one (1) star dressing room with toilet and shower, men’s and women’s dressing rooms with toilets and showers, one (1) green room, one (1) warm up room, two (2) storage closets, laundry, and administrative office with 11’4” x 107’4” back of house storage area);

1.1.2.7 1,027 fixed seating units to tiered seating area;

1.1.2.8 208 table seats;

- 1.1.2.9** 1,041 VIP seats with fourteen (14) seats meeting ADA requirements;
- 1.1.2.10** 3,881 general lawn seats with forty (40) seats meeting ADA requirements;
- 1.1.2.11** VIP restroom with fourteen (14) ladies' toilets and seven (7) urinals;
- 1.1.2.12** VIP kitchen measuring 26' x 33';
- 1.1.2.13** Public Restroom Building with forty-two (42) ladies' toilets and twenty (20) urinals;
- 1.1.2.14** Box Office building with two (2) windows;
- 1.1.2.15** Two (2) Skyboxes; and
- 1.1.2.16** 923 parking spaces which includes twenty-three (23) meeting ADA requirements.

1.2 INTENT TO AWARD

The City intends to award to one (1) Proponent whose proposal is determined to be the most advantageous to the City; however, the City reserves the right to make one (1) award, multiple awards, or no award for RFP # 23-14 Concert Promotion Services Annual Contract for the City of South Fulton. Additionally, the City reserves the right to cancel the solicitation.

1.3 TERM OF CONTRACT

- 1.3.1** The Contract shall commence within ten (10) calendar days after receipt of written Notice to Proceed (NTP).
- 1.3.2** The initial term of this Contract shall be for one (1) year, and may be renewed for two (2) successive one (1) year terms upon written notice by the City under the same terms and conditions. The services to be performed under this Contract shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of the City at the end of every Term, unless terminated earlier in accordance with the termination provisions of this Contract

1.4 CONFLICT OF INTEREST NOTICE TO PROPONENTS

1.4.1 All firms, Sub-Consultants and their employees are notified and advised to avoid potential conflicts of interests. Full and prompt disclosure of involvement in any project or services to other clients that may be in conflict with financing, construction, operation and management of the City's projects shall be made to the City in the technical response of the firm's proposal, and in advancement of assignment so that real or potential conflicts of interest can be avoided.

1.4.2 In any circumstance where Proponent, including any joint venture partners, parent or subsidiary companies, or affiliates under common control, is providing Services or work under another Contract with the City and a dispute, claim or conflict of interest arises between the City and such Proponent under this Contract or another agreement, the City may in its sole determination and discretion, suspend all existing work under this Contract and may or may not issue any further work to the Proponent under this Contract unless and until such dispute, claim or conflict of interest is resolved to the City's satisfaction. Should the City take such action, Proponent shall not be entitled to any additional costs of any kind resulting from such action except that Proponent may be paid for any authorized Services provided to the City under this Contract prior to the effective date of the suspension of the work. This provision shall not be deemed exclusive and shall be supplemental to any rights and remedies available to the City under this Contract, any other agreement or as may be available under applicable law.

1.5 SUB-CONSULTANTS AND SUB-CONTRACTORS

1.5.1 Proponent must ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this RFP are met. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this RFP, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Proponent must not furnish any statement, representation, or certification in connection with Sub-Consultants or Sub-Contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Proponent to provide information concerning the responsibility of any Sub-Consultant or Sub-Contractor may result in a finding that the Proponent is not responsible.

1.5.2 All proposed Sub-Consultants and Sub-Contractors must be listed in the Proponent's response. Proponent must ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the scope of

services. The City reserves the right to approve all Sub-Contractors and Sub-Consultants.

1.5.3 Proponent must have the responsibility of verifying the existence, authenticity and dates of expiration of all licenses required by all Sub-Consultants and Sub-Contractors engaged in the work of this RFP. The lack of a valid license from the Proponent or any Sub-Consultant or Sub-Contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Proponent, and the removal of any unlicensed entity from the project. In the event Proponent, a Sub-Consultant or Sub-Contractor is required to be licensed or certified as a condition precedent to providing goods or services under this RFP, the revocation or loss of such license or certification may result in immediate termination of the Proponent's Contract effective as of the date on which the license or certification is no longer in effect.

1.5.4 All Sub-Consultants and Sub-Contractors must be approved by the City prior to performing. Proponent must receive written permission to add Sub-Consultants or Sub-Contractors not initially submitted with Proponent's response. Sub-Consultants and Sub-Contractors shall not subcontract any portion of their work pursuant to this RFP without the written consent of the City. Failure of the Proponent to obtain from the City prior approval of each Sub-Consultant or Sub-Contractor performing work on the project may result in suspension of work by that Sub-Contractor, removal of work performed by unapproved Sub-Contractor(s) and all permissible sanctions against the Proponent.

2. SCOPE OF SERVICES

The Proponent shall provide Concert Promotion Services for the City of South Fulton as specified in this RFP and Attachment A: Scope of Services (SOS) attached hereto and incorporated herein by reference.

3. MINIMUM REQUIREMENTS

The Proponent shall have a minimum of ten (10) years of experience in providing concert promotion services. as specified in this RFP and Attachment A, Scope of Services (SOS), attached hereto and incorporated herein by reference. The Proponent must have extensive experience in managing a diverse range of events which include booking a variety of revenue generating concerts and special events. Please be sure to include the necessary references to support this requirement in Appendix B, Required Form Submittals, F6.10 – Reference and Release Form.

4. EVALUATION PROCESS

The City desires to select the Proponent whose proposal is determined to be the most advantageous to the City considering the technical and price evaluation criteria listed below. All Proposals will be evaluated by an Evaluation Committee in accordance with the City's Code of Ordinances and the criteria specified in this RFP as follows:

Relative Weight	ITEM FOR EVALUATION	Scoring Value Maximum Points
25%	Understanding the Scope of Services	25
20%	Organizational Qualifications	20
20%	Project Management and Personnel	20
10%	Financial Capability	10
25%	Cost Proposal	25
100%	TOTAL SCORE	100

Optional Oral Presentation and Product Demonstration Oral presentations/interviews and product demonstrations may be required before the final selection and award. Additional points for oral presentations/interviews and product demonstrations will be added to the proponent's total score.	Scoring Value Maximum Points
Oral Presentation/Interview	15

5. PROPOSAL PREPARATION AND GUIDELINES

5.1 PROPOSAL FORMAT

Proponents are required to submit their proposals in the following format:

5.1.1 Technical Proposal: Proponents are requested to submit evidence of their experience and qualifications to perform the services as required by the RFP. The technical proposal shall include responses to all of the information requested in the RFP and shall be labeled to identify the specific components. All forms required by the City or provided by Proponent must be included. Please **do not include any cost of any kind in this section.**

5.1.2 Cost Proposal: The Cost Proposal Form, affixed hereto as Attachment B, must be completed in its entirety and uploaded separately in BidNet with Proponent's proposal. The Cost Proposal Form will become a part of the Contract following negotiations, if any, pursuant to any award. The City may solicit Best and Final Offers, and discussions may be

conducted with responsible proponents who submit proposals determined reasonably susceptible to being selected for award.

Please do not upload your Technical Proposal with your Cost Proposal.

5.2 CONTENTS OF TECHNICAL PROPOSAL

5.2.1 Executive Summary: The purpose of the Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Executive Summary must contain the following information:

5.2.1.1 Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the state where each entity comprising it is organized, including entity name, brief history of the entity, how long in business, hours of operation, storefront or home based, one (1) individual contact person to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. As well as the legal structure of the entity and a listing of major satellite offices. A statement declaring the type of business relationship the Proponent will use (i.e., a single company, joint venture, etc.);

5.2.1.2 Description of the size, resources, and relevant capabilities of the firm;

5.2.1.3 The general and specific capabilities and experience of the Proponent's team. Each Proponent must identify examples where team members have worked together to complete a project. Discuss how the team was formed and how the team will function as an integrated unit in providing services to the City.

5.2.1.4 A declarative statement as to whether:

5.2.1.4.1 Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years;

5.2.1.4.2 Proponent has within the past ten (10) years filed (or had filed against it) any bankruptcy or insolvency proceedings, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee or assignee for the benefit of creditors. If so, please provide an explanation;

5.2.1.4.3 Proponent has failed to complete work or a contract awarded to it. If so, please provide an explanation; and

5.2.1.4.4 Proponent or any of the Proponent's employees, agents, independent contractors or subcontractors have been convicted of, or pled guilty or nolo contendere to any felony. If so, please provide an explanation and details.

5.2.1.5 Provide a summary of the other sections of the Proposal. All Sections should fit together into a well-organized highlight of the significant points of the Proposal.

The Proposal must include responses to all of the information requested in this RFP. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. The City prefers a well-planned, straightforward business presentation with brief explanations. Proposals with verbose or disorganized responses will be evaluated accordingly. The Proposal format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, Proponent shall use its best judgment.

The following is a more detailed description of the requirements of certain portions of the Technical Proposal. The Technical Proposal shall be labeled and organized.

5.2.2 Understanding the Scope of Services: The City wishes to Contract with a Concert Promotion Services team with a strong understanding of the scope of services described in Attachment A of this RFP. Please discuss the following criteria, and demonstrate how your firm meets the scope of services requirements:

5.2.2.1 A description of your ability to secure musical acts, manage relationships with talent and representation, acquire and oversee staging, lighting and special effects setups and production;

5.2.2.2 A detailed plan for day event schedules including, but not limited to: load in/load out of staging and equipment, parking lots open/closed, gates, premium spaces, musical act stage times, additional entertainment, stage and talent security;

5.2.2.3 A description of your marketing plan including, but not limited to: advertising budget and breakdown (TV, radio, print, digital, social media, other), described use of City owned assets (eg. Email database social media accounts, and others), local

media partners, existing/anticipated sponsor relationships;
and

- 5.2.2.4** Provide historical detail in participation in events of this nature or equivalent, to include details regarding talent acquired, ticket pricing, actual attendance/ticket sales, financial summary of revenues and expenditures, etc.
- 5.2.2.5** A detailed outline of the project plan/methodology to implement, complete and manage the project scope including high level timeline and brief description of the key tasks, key milestones and key deliverables;
- 5.2.2.6** Include any computer/software to be utilized and compatibility information;
- 5.2.2.7** Provide your event safety plan for CDC & local public health guidelines for large events and gatherings;
- 5.2.2.8** Provide a detailed proposed revenue structure;
- 5.2.2.9** Provide a sample event plan;
- 5.2.2.10** Provide a sample event emergency plan;
- 5.2.2.11** State your customer service approach;
- 5.2.2.12** Provide a sample outline of box office/ticket sales plan;
- 5.2.2.13** State your event strategies to maximize ticket sale;.
- 5.2.2.14** Provide a detailed marketing plan for the upcoming season;
and
- 5.2.2.15** Provide a list of media partners and a sample media package.

5.2.3 Organizational Qualifications. Proponent shall provide the organization's experience and ability to provide the scope of services described in Attachment A.

- 5.2.3.1** Professional Qualifications and Specialized Experience of Proponent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies).
- 5.2.3.2** Professional Qualifications and Specialized Experience of Proponent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of South

Fulton.

Resumes shall be limited to three (3) pages and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history including dates and title at each firm. Include the names of projects, client, city, and state. Resumes of administrative and support staff should not be included.

5.2.3.3 References of past and current Performance of the Proponent (and Team members) on other Contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City, other government agencies, or any available sources, relevant information concerning the Proponent's record of performance. Please include a list of successful revenue generating events and any local, national or international talent your firm has worked with over the last ten (10) years.

5.2.4 Project Management and Personnel. Proponent shall describe how they will organize and manage the project for the scope of services described in Attachment A.

5.2.4.1 Separately list any projects or Contracts that the proposed team has worked on together in the last ten (10) years.

5.2.4.2 An organizational chart of the proposed team indicating the role each team member will fulfill (11" x 17" paper allowed).

5.2.4.3 Submission of the names for Key Staff constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is a need to replace Key Staff or Team Members during the course of the project, Proponent must describe its backup personnel plan.

5.2.4.4 The Proponent shall identify any outside specialized vendors it intends to use as a Sub-contractor for the work, or major portion thereof. The Proponent shall submit information on the Sub-contractor, which shall include specialized Sub-contractor's resume, company history, address, details of experience with similar type of municipal or City projects during the last three (3) years and copy of licenses and certificates required for all services to be provided under the Scope of Services. Proponent

must provide a reference and release form for each proposed sub-contractor identifying work on projects similar to that to be performed under this RFP.

5.2.4.5 Proximity to the City: Describe the Proponent's current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the City and its other contractors. List office addresses and total number of employees, and the number of both professional and support employees located at those offices. Also, list the geographical location of the office that will be primarily responsible for assigned projects, and where the work will be accomplished.

5.2.5 Financial Information Forms: To facilitate the City's efforts to evaluate, verify, and understand the Proponent's financial capacity, capability and stability to undertake and perform the Services contemplated in this RFP, Proponent must provide accurate and legible financial disclosures to the City as requested below. By definition, a "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to this RFP.

5.2.5.1 Instructions. If the Proponent is an individual, financial disclosures for that individual must be provided. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Proponent (and its owners, if applicable) must submit copies of all financial disclosures with its proposal. **The Financials must be submitted and uploaded as a separate attachment in BidNet. Do not upload the Financials with the Technical Proposal.**

5.2.5.2 Financial Information: The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one (1) of the following three groups of requests below with the Proposal.

5.2.5.3 Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (CPA), including: Income Statement; Balance Sheet; and Statement of Cash Flows.

5.2.5.4 Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (CPA), including: Income Statement; Balance Sheet; and Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix A, if applicable.

5.2.5.5 Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance Sheet; Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix A, if applicable; Letters of Reference form; and Dunn and Bradstreet reports for the last two (2) years.

6. STANDARD CITY CONTRACT

The Draft Contract attached hereto as Attachment C, is a standard City document which should be thoroughly reviewed by all Proponents prior to submitting a proposal. Refer to Information and Instructions to Proponents, Award and Execution of Contract in this RFP. Modifications or additions to the City's Standard Contract will not be entertained after award.

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APPENDIX A

BONDING AND INSURANCE REQUIREMENTS

APPENDIX A BONDING AND INSURANCE REQUIREMENTS

A. Bonding Requirements

There are no bonding requirements for this RFP.

B. Insurance Requirements

Preamble

The following requirements apply to all work under the Agreement. Compliance is required by Service Provider. **To the extent permitted by applicable law, the City of South Fulton ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix A and applicable to the Agreement.** For all purposes hereunder, including but not limited to any Additional Insured Endorsements, shall include the City of South Fulton, its elected officials, officers, agents, and employees.

1. Evidence of Insurance and Bonding Required Before Work Begins

No work under the Agreement may be commenced until all insurance and bonding requirements contained in this Appendix A, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.

At the time Service Provider submits to City its executed Agreement, Service Provider must satisfy all insurance and bonding requirements required by this Appendix A and applicable by law and provide the required written documentation to City evidencing such compliance. In the event that Service Provider does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the Agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the Agreement or under applicable law, make a claim against any proposal security provided by Service Provider.

If the Service Provider is an entity (e.g., corporation, limited liability company, etc.) or a partnership (e.g., general partnership, limited partnership, joint venture, etc.) then Service Provider shall tender insurance certificates and bonds in the name of Service Provider's entity or partnership as the primary insured.

2. Project Number & Name

The project number and name RFP # 23-14 Concert Promotion Services Annual Contract for the COSF must be referenced in the description section of the insurance certificate.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix A must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. Upon request, the Service Provider must submit the ratings for each company to the City.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-;
- ii) Best's Financial Size Category not less than Class VII;
- iii) Companies must be authorized to conduct and transact insurance Contracts by the Insurance Commissioner, State of Georgia; and
- iv) All performance and payment bonds must be underwritten by a surety company authorized by law to do business in the State of Georgia pursuant to a current certificate of authority to transact surety business by the Georgia Commissioner of Insurance or be listed in the latest issue of U.S. Department of Treasury Circular 570 of the Federal Register.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Service Provider in writing. Service Provider must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Service Provider's failure to comply with all insurance and bonding requirements set forth in this Appendix A and applicable to the Agreement will not relieve Service Provider from any liability under the Agreement. Service Provider's obligations to comply with all insurance and bonding requirements set forth in Appendix A and applicable to the Agreement will not be construed to conflict with or limit Service Provider's indemnification obligations under the Agreement.

4. Insurance and Bonds Required for Duration of Contract

All insurance and bonds required by this Appendix A must be maintained during the entire term of the Agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

5. Notices of Cancellation & Renewal

Service Provider must, notify the City of South Fulton in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (2) business days of any notices received from any insurance carriers providing insurance coverage or surety providing bonds under this Agreement and Appendix A (including any attachments thereto) that Service Provider receives concerning the proposed cancellation, or termination of coverage or security:

City of South Fulton
Finance & Administrative Services
Contracts & Procurement
5440 Fulton Industrial Boulevard, SW
Atlanta, GA 30336

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Service Provider shall provide the City with evidence of required insurance and bonding prior to the commencement of this Agreement, and, thereafter, with a certificate and/or bonds evidencing renewals or changes thereto at least fifteen (15) days prior to the expiration of previously provided certificates and/or bonds.

6. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this Agreement shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of South Fulton coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

7. Certificate Holder

The **City of South Fulton** must be named as a certificate holder. All notices must be mailed to the attention of:

City of South Fulton
Finance & Administrative Services
Contracts & Procurement
5440 Fulton Industrial Boulevard, SW
Atlanta, GA 30336

8. Additional Insured Endorsements - Form CG 20 26 07 04 or Equivalent

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this

requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia. If the vendor chooses to self-insure any of the insurance requirements, then the additional insured endorsement will be waived.

9. Mandatory Sub-Contractor/Consultant Compliance

Service Provider must require and ensure that all of Service Provider's subcontractors operating under the Agreement at any level are sufficiently insured and bonded.

10. Self-Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Service Provider.

11. Waiver of Subrogation in favor of the City of South Fulton

The certificates of Commercial General Liability Insurance and Commercial Automobile Liability Insurance tendered by the Service Provider must clearly indicate a waiver of subrogation in favor of the City of South Fulton. If the vendor chooses to self-insure any of the insurance requirements, then the waiver of subrogation requirement will be waived.

12. Workers' Compensation and Employer's Liability Insurance

Service Provider must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the Agreement:

Workers' Compensation

Statutory

Employer's Liability:

Bodily Injury by Accident/Disease \$1,000,000 each accident

Bodily Injury by Accident/Disease \$1,000,000 each employee

Bodily Injury by Accident/Disease \$1,000,000 policy limit

13. Commercial General Liability Insurance

Service Provider must procure and maintain Commercial General Liability Insurance on Form CG 00 00 01 (or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

Food and Beverage Liability;
Contractual Liability;
Broad Form Property Damage;
Premises Operations;
Personal Injury; and
Advertising Injury.

Additional Insured Endorsement (primary & non-
contributing in favor of the City of South Fulton)
Waiver of Subrogation in favor of the
City of South Fulton

14. Commercial Automobile Liability Insurance

Service Provider must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

Owned, Non-owned & Hired Vehicles
Waiver of Subrogation in favor of the
City of South Fulton

If Service Provider does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Service Provider's personal automobile policy or the Commercial General Liability policy required under this Appendix A.

15. Fidelity Bond or a Crime Policy

The Contractor shall procure and maintain a Fidelity Bond covering all persons receiving or disbursing funds under this Contract. The Bond/Policy shall be in an amount not less than **\$500,000** and shall be specifically endorsed to cover loss under this Contract and shall **name the City of South Fulton as Loss Payee.**

16. Builders Risk / Installation Floater

Contractor/Consultant shall procure and maintain policy for Builders Risk/ Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The coverage must be in an amount equal to **100 percent of the value of the capital improvement requiring installation of equipment, machinery, or structural improvements.** The following indicated extensions of coverage must be provided:

All Risk Coverage Operational Testing Coverage included
Loss Payee Endorsement

APPENDIX B
REQUIRED FORM SUBMITTALS

F6.1 W-9 FORM

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	
6 City, state, and ZIP code		Requester's name and address (optional)
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																			
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> </tr> </table>	Social security number																				or										Employer identification number																			
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

F6.2 NON-CONFLICT OF INTEREST

By submitting a proposal in response to this solicitation, Proponent represents that in the preparation and submission of its proposal, said Proponent did not either directly or indirectly, enter into any combination or arrangement with any person, Proponent, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid or proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Proponent certifies that to the best of its knowledge, no circumstances exist which shall cause a conflict of interest in performing services for the City of South Fulton, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this Request for Proposals.

Signature: _____

Type Name: _____

Title: _____

Firm: _____

F6.3 NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____, in the County of _____, and the State of _____, of full age, being duly sworn according to law on my oath depose and say that: I am _____ of the firm of _____.

The Proponent making the Proposal for the above named Contract, and that I executed the said Proposal with full authority so to do; that said Proponent has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of South Fulton relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said Proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

(Name of Proponent)

(Signature of Proponent)

Subscribed and sworn to before me

This _____ day of _____, 20____.

(Signature of Notary Public)

Notary Public of _____

My Commission expires _____, 20____

F6.4 BUSINESS ENTITY CERTIFICATE

(a) CORPORATE CERTIFICATE

I, _____, certify that I am the
_____ of the Corporation named as Proponent herein, same
(title)

being organized and incorporated to do business under the laws of the State of
_____; that _____ who executed this Proposal
on behalf of the Proponent was, then and there, _____ and
(title)

that said Proposal was duly signed by said officer for and on behalf of said corporation,
pursuant to the authority of its governing body and within the scope of its corporate powers.
This _____ day of _____, 20 ____.

(Printed Name)

(Signature)

(Corporate Seal must be affixed above)

(b) PARTNERSHIP, LLC AND OTHER ENTITIES

I, _____, certify that I am authorized to sign to
commit _____ named a Proponent in the foregoing Proposal.
That said company is formed under the laws of the State of _____.
This ___ day of _____, 20_____.

(Printed Name)

(Signature)

F6.5 CERTIFICATE OF AUTHORITY – JOINT VENTURE

(Separate Certificate to be submitted by each joint venture partner)

I, _____, (1) certify that:

- 1 I am the _____ (2) of _____, (3) (hereinafter “Venturer”);
- 2 Venturer is a partner and participation in the joint venture having submitted the Invitation to Bid or Request for Proposal No. _____ for

(Insert Project Name);
- 3 Venturer is organized and incorporated to do business under the laws of the State of _____; and
- 4 Said Invitation to Bid or Request for Proposal No. _____ was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP of Venturer).
2. Title of person executing Certification.
3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE BID OR PROPOSAL.

F6.6 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance for services on behalf of City of South Fulton (name of public employer), has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the Contract period and the undersigned contractor will Contract for the physical performance of services in satisfaction of such Contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

RFP # 23-14 Concert Promotion Services Annual Contract for the City of South Fulton
Name of Project

City of South Fulton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the ____ day of _____, 20 ____.

Notary public

My Commission Expires: _____

F6.7 ILLEGAL IMMIGRATION AND ENFORCEMENT ACT
SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a Contract with (_____) (name of contractor) on behalf of the City of South Fulton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the Contract period and the undersigned subcontractor will Contract for the physical performance of services in satisfaction of such Contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Contractor

RFP # 23-14 Concert Promotion Services Annual Contract for the City of South Fulton
Name of Project

City of South Fulton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20__ in _____ (County), _____ (State)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this _____, day of _____, 20____.

Notary Public (Seal)

My Commission Expires: _____

F6.8 SUB-CONTRACTOR INFORMATION FORM

The Proponent shall identify all proposed Sub-Contractors who shall be performing work under the proposed Contract. The Proponent certifies that the following individuals, firms or businesses must be hired or awarded subcontracts for the indicated portions of the work in the event that the Proponent is awarded a Contract.

Please list all proposed Sub-Contractors below:

<u>1. TYPE OF WORK:</u> _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

<u>2. TYPE OF WORK:</u> _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

<u>3. TYPE OF WORK:</u> _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

<u>4. TYPE OF WORK:</u> _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

(Make additional copies as necessary)

F6.9 ACKNOWLEDGEMENT OF PROPONENT

STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing proposal submitted by _____ hereafter called "Proponent" is duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proponent affirms that it is duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared its proposal in collusion with any other Proponent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned certifies that the proposed costs contained in this proposal have been carefully checked and are submitted as correct and final and if proposal is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Proposal.

Proponent Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

Sworn to and subscribed before me this _____ day of _____ 20____.

Notary Public in and for the State of _____

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY PROPONENT'S RESPONSE)

F6.10 REFERENCE AND RELEASE FORM

List at least four (4) references for the Prime proponent and each proposed subcontractor using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Proponent's experience and ability to perform the type of services listed in the RFP.

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of the RFP.

Signed _____ Title _____
(Authorized Signature)

Company Name _____ ☐ Proponent ☐ Subcontractor

Date _____

F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I _____, as an authorized agent of _____ shall comply completely and promptly with all insurance requirements contained in the City's Request for Proposal #23-14 Concert Promotion Services Annual Contract for the City of South Fulton pertaining to insurance and/or bonding.

Proponent understands that it is required to share the City's insurance and/or bonding requirements with the appropriate surety company(s) and/or insurance brokers, agents, underwriters, etc. prior to any award of a Contract and to take all necessary steps to ensure compliance with the applicable bonding, insurance and endorsement requirements without delay. **Proponent understands, acknowledges and agrees that its failure to fully comply with these requirements within five (5) days and no more than ten (10) days of the date proponent receives a final Contract from the City, may result in the forfeiture of the bid guarantee submitted with its proposal and/or the disqualification of Proponent from further consideration for the Contract.**

By executing this Acknowledgement of Insurance Requirements, I represent that I am authorized to make the representations contained herein on behalf of _____. Further by signing below, I represent that _____ understands and agrees to unconditionally comply with all requirements related to bonding and insurance contained in the City's Contract attached hereto as Appendix A.

Date: _____, 20____.

Corporate Proponent

Signature

Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

Non-Corporate Proponent

Signature

Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

F6.12 EXCEPTIONS FORM

If there are, any exception(s) or clarification(s) taken to the RFP use this form to list description and page number to which you are taking an exception. ANY exception(s) to the RFP shall be explained in full. No exceptions shall be taken to the City's insurance or indemnification provisions. City of South Fulton will determine the Proponent's compliance with the Proposal requirements based on the information submitted and its exceptions to the RFP. Attach additional pages if more space is needed.

[illegible]

F6.13 CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST FOR DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK

Certification of Absence of Conflict of Interest
For Development of Specifications or Scope of Work

*Required for each Contract or arrangement to prepare or develop specifications or
requirements
(O.C.G.A. § 36-80-28)*

The undersigned Proponent, who is entering into a Contract or arrangement with (City of South Fulton, Georgia) to prepare or develop specifications or requirements for an invitation for bids, request for proposals, purchase order, or any other type of solicitation for said (City of South Fulton, Georgia) certifies that:

1. The Proponent shall avoid any appearance of impropriety and shall follow all policies and procedures of (City of South Fulton, Georgia) as may be related to the project.
2. The Proponent discloses below any material transaction or relationship currently known to the Proponent that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Proponent, or the Proponent's employees, agents or subsidiaries (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

3. The Proponent shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Contract or arrangement.
4. The Proponent acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to the (City of South Fulton, Georgia) entitling (City of South Fulton, Georgia) to seek injunctive relief in addition to all other legal remedies.

Signature of Proponent's Authorized Official

Printed Name & Title of Authorized Official

Date

F6.14 CERTIFICATION OF DISQUALIFICATION OR REMOVAL

The undersigned Bidder/Proponent declares that the applying organization has not been debarred, disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of violations of law or safety regulation.

I, _____, authorized agent of _____
(Name of Organization)

Hereby certify, under penalty of perjury under the laws of the State of Georgia, that the organization has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violations of law or a safety regulation.

Bidder/Proponent Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

Sworn to and subscribed before me this _____ day of _____
20____.

Notary Public in and for the State of _____
(Seal)

APPENDIX C

REQUIRED CONTENT OF PROPOSAL

This appendix will identify what information should be submitted within your proposal in response to this RFP and the order in which it should appear. More information regarding your process to follow when submitting your proposal is described within the RFP (Information and Instructions to Proponents).

Proponent should indicate the required documents are included within the proposal and the location of those documents by placing the word “Yes” by each requirement and specifying the page or reference number where that document is located. Failure to place “yes” by each requirement may cause the Department to reject the proposal.

The checklist is provided for the convenience of the Proponent, but it is the Proponent’s responsibility to review the entire RFP and ensure a response is made to all requirements. Unless otherwise indicated, Proponents must meet all of the following requirements to be considered for evaluation under this RFP.

Yes/No	Page/Ref. No.	
		1. <u>Executive Summary</u> The proposal should contain a cover letter and introduction including: the company name, address, and the name, telephone number and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.
		2. <u>Proposal Form</u> The proposal must contain a signed proposal solicitation page (First Page of Document).
		3. <u>Agreement to Project Requirements</u> The Proponent must indicate its agreement to all of the requirements for this project with the signing of the Contract and submittal of your technical proposal.
		4. <u>Contract Exceptions</u> The Contract that the City intends to use is identified as Attachment C. Any exceptions to the Contract must be identified on Form 6.12 Exceptions Form.

		5. <u>Summary of Understanding the Scope of Services</u> The Proponent should indicate their understanding of the requested services and describe how it proposes to provide those services to the City as listed under section 5.2, Item 5.2.2.
		6. <u>Company Background</u> The Proponent must include the following information:
		a. A description of your firm's background and history as requested in section 5.2, Item 5.2.1.1.
		b. A list of all corporate offices and indicate which office will service this account.
		c. A broad overview of your firm, including any parent affiliated or subsidiary company, and any business partners. Provide an organization chart of your firm and describe the relationship between each component of your firm.
		d. Disclose in detail anything that may create a conflict or appearance of a conflict of interest.
		e. Disclose whether, within the last five (5) years, your organization or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.
		f. Include the signed and notarized Form 6.11, Acknowledgement of Insurance Requirements under Appendix B, Required Form Submittals. Proponent will have no more than ten (10) days to obtain ALL required insurance and submit to the Finance Division, Contracts & Procurement upon an award to your firm.
		g. Resumes for each employee that will be assigned to this Contract.
		h. A list of current clients as requested in section 5.2, Item 5.2.3.3.

		i. A description of your firm's/consultant's experience with other government organizations as requested in section 5.2, Item 5.2.3.1.
		7. <u>Requirements</u> Please address each item in Section 5.2, Item 5.2.2, focusing on your ability to perform each required service for the City.
		8. <u>References</u> a. A list of the names and address of at least four (4) clients who have hired your firm for similar services as detailed in this RFP, including the name, title, telephone number of the contact person and length of the Contract. The City may, at their discretion, contact references. b. A list of names and addresses of all clients who have terminated your relationship for performing similar services as detailed in this RFP during the past three (3) years and their reason for doing so. Please include the name, title and telephone number of the contact person. (If no terminations have occurred, please N/A in the Page/Ref. No. blank). This includes normal Contract expiration.
		9. <u>Financial Information</u> The Proponent shall provide accurate and legible financial disclosures to the City as requested in section 5.2.5.1.

ATTACHMENT A SCOPE OF SERVICES

ATTACHMENT A SCOPE OF SERVICES

The Proponent shall provide all necessary labor, materials, equipment and transportation, supervision, certifications and all effort necessary to meet the specifications of the product/services for this RFP.

1. GENERAL

1.1 The Proponent is expected to:

1.1.1 Book, contract with, and pay the performers;

1.1.2 Provide experienced project manager on-site for the duration of the event;

1.1.3 Oversee general concert production; and

1.2 The Proponent shall book and schedule festival/concert event similar (outdoor) facilities, representative list of artists successfully booked for other events, and proposed list of artist for the event(s).

1.3 The Proponent shall provide adequate staffing, managing and maintenance/support for similar events and/or facilities.

1.4 The Proponent shall have a business philosophy for turnkey management of similar events and/or facilities.

1.5 The Proponent will have the opportunity to either use the City's existing infrastructure or supply additional components as it deems necessary, subject to the discretion of the City. Any such supplemental/replacement of components will be at the sole cost of the Promoter.

1.6 The Proponent shall provide a smooth transition between musicians and the DJ.

1.7 The Proponent shall provide stage management for the entire event during the allotted time period noted below for each event.

1.8 No pyrotechnic devices will be allowed during the performances. Violation of this provision will result in immediate termination of this agreement.

- 1.9 The Proponent will not be permitted to display or offer for sale any items at the event site.

EVENT(S) – ADDITIONAL EVENTS TO BE ADDED AS NEEDED

2. SPECIFIC EVENT DETAILS – SUMMER CONCERT SERIES

- 2.1 **Date of Event:** Saturdays in June, July, August and September 2023, dates and time TBD.

- 2.2 **Location:** Wolf Creek Amphitheater

- 2.3 **Set up:** Proponent will be allowed time to set up and conduct sound checks at 8:00 a.m., on each event day. All equipment brought by the Proponent shall be secured at the Proponent's own risk and expense.

2.4 EVENT DETAILS – SUMMER CONCERT SERIES

2.4.1 Saturday Events

- 2.4.1.1 The Proponent shall be responsible for providing all performance acts;
- 2.4.1.2 The Proponent shall provide and adhere to the run of the show;
- 2.4.1.3 The Proponent shall provide a seamless transition between performance acts; and
- 2.4.1.4 Amplified music provided by a DJ and or an MC shall provide entertainment coverage between sets.

3. ADMINISTRATION

- 3.1 The City is interested in concert promotion services with a firm that has the ability to provide services necessary to implement a minimum of ten (10) concerts/special events consistent with the City's overall objectives including talent acquisition, maintaining appropriate insurance, stage management, ticketing, event marketing and promotion. The Proponent shall work with the City Manager's Office, and other city departments to include, but not limited to Police, Fire and Public Affairs.
- 3.2 The Proponent shall provide in all aspects of concert and event implementation to include, but limited to the following:
 - 3.2.1 Creating a calendar of events;
 - 3.2.2 Booking a variety of touring acts with national name recognition talent;
 - 3.2.3 Revenue & Expense Reports;

- 3.2.4** Event specific sponsorships;
- 3.2.5** Financial viability; and
- 3.2.6** Identifying Industry Trends.

3.3 TALENT ACQUISITION

The Proponent shall provide talent acquisition, which entails booking and scheduling of acts and performances. This shall include the entirety of the booking process such as vetting artists and developing events that connect with the City's demographics, overall objectives, and contractual obligations.

3.4 PRODUCTION

The Proponent shall procure any and all necessary production services and manage all aspects of pre-day, day of and post day event logistics. This includes, but is not limited to: A/V, stage management, sound engineering, lighting and staffing for these logistics.

3.5 MARKETING

The Proponent shall lead the development and implementation of all marketing and promotion for each event in coordination with the City of South Fulton City Manager's Office, Public Affairs and Parks, Recreation and Cultural Affairs Department. Marketing material must be consistent with the City's overall branding.

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**ATTACHMENT B
PROPOSAL COST FORM**

**ATTACHMENT B
PROPOSAL COST FORM**

The Proponent shall pay the City _____ percent of the gross revenue received from all sources under this Contract.

Printed Name

Title

Signature

Date

Company Name



ATTACHMENT C - DRAFT CITY CONTRACT

RFP # 23-14 WOLF CREEK AMPHITHEATER CONCERT AND SPECIAL EVENTS PRODUCTION MANAGEMENT

SERVICES CONTRACT

solicitationTitle

solicitationNumber

THIS CONTRACT (the "Contract") is made this ____ day of _____, 20____ by and between _____ (the "Contractor") and the CITY OF SOUTH FULTON, GEORGIA, a political subdivision of the state of Georgia ("COSF" or the "City").

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 "Contractor" means the entity first named above whose principal business address is (Contractor's primary address), whose Federal Employer Identification Number or Social Security Number is (Contractor's FEIN), and whose COSF vendor ID number is (Number).
- 1.2 "Financial Proposal" means the Contractor's [pick one: Financial Proposal or Best and Final Offer (BAFO)] dated _____ (Financial Proposal date or BAFO date).
- 1.3 "RFP" means the Request for Proposals for solicitation Title, Solicitation # solicitation Number, and any amendments, addenda, and attachments thereto issued in writing by the City.
- 1.4 "Technical Proposal" means the Contractor's Technical Proposal dated. _____ (Technical Proposal date), as modified and supplemented by the Contractor's responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.5 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-F, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – RFP Documents, including general scope of services

Exhibit B – Technical Proposal

Exhibit C – Financial Proposal

Exhibit D – Legislation (if applicable)

Exhibit E – Insurance and Bonding Requirements/Certificate

Exhibit F – Additional Contract Documents

Exhibit G – Federal Funds Attachments (if applicable)

- 2.2 The City may, at any time, by a change order, make unilateral changes in the work within the general scope of the Contract. No other actions shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 The Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals required, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the City following any required prior approvals, including approval by the City Council, if such approval is required (the "Effective Date") and shall continue until _____ ("Initial Term").
- 3.2 In its sole discretion, the City shall have the unilateral right to extend the Contract for <<enter the number of periods >>, successive one -year renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the City shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

The total amount of payments by City under this Contract shall not exceed \$_____ (the "NTE Amount"), which includes \$_____ for the Initial Term [If one or more option periods exist, then include:] and \$_____ for the Renewal Term(s).

Contractor shall notify the Contract Administrator, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the

City fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with the City to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 4.2 Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the City's receipt of a proper invoice from the Contractor.
- 4.3 In addition to any other available remedies, if, in the opinion of the City, the Contractor fails to perform in a satisfactory and timely manner, the City may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the City.
- 4.4 Payment of an invoice by the City is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the City and shall be available to the City at any time. The City shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the City, the Contractor hereby relinquishes, transfers, and assigns to the City all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the City in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Administrator, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the City hereunder and if such markings are affixed, the City shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the City to the place designated by the City.

6. Exclusive Use

- 6.1 The City shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the City shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the City.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the City or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation.**

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date ("Pre- Existing Intellectual Property"). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the City to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the City or licensed by the City from third parties, including all information provided by the City to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the City under the Contract ("Deliverables"), except for any Contractor Pre- Existing Intellectual Property included therein; and (3) the license rights granted to the City, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the City will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the City a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the City a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the City in accordance with this Contract (including throughout the duration of any payment

dispute discussions), subject to the terms and conditions contained herein, Contractor grants the City a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the City and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third-party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the City or that adversely affects the City's rights or interests, without the City's prior written consent.
- 7.4. Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the City or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the City and at no cost to the City): (a) shall procure for the City the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5. Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the City to the Contractor. Notwithstanding anything to the contrary herein, the City may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the City as well as all required City approvals.
- 7.6. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the City or any of its affiliates (or for which the City or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions, and conditions shall apply even if the City or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the City or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the City (or for which the City has received license rights) to become subject to any encumbrance or terms and conditions of any open-source license.

- 7.7 The Contractor shall report to the City, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the City's consent, any restrictive markings upon any Deliverables that are owned by the City, and if such markings are affixed, the City shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

- 8.1 All confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the City's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the City's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract.
- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any City data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Administrator. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data.
- 9.3 Protection of data and personal privacy shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of City information.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the City, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the City in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the City or that adversely affects the City's rights or interests, without the City's prior written consent.
- 10.2. The City has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the City of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting City Pre-Existing Intellectual Property, of other information considered to be the property of the City, including but not limited to City data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the City, unless prohibited by law from providing such notice. The Contractor shall promptly notify the City of such receipt providing the City with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process, or discovery request.

11. Non-Hiring of Employees

No official or employee of the City, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the City, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

- 12.1 If Contractor contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Contractor shall, without delay and within three (3) days of being aware of its circumstances giving rise to Contractor's claim, provide written notice of its claim to City. If Contractor fails to give timely notice as required by this subsection or if Contractor commences any alleged additional work without first providing notice, Contractor shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the

claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Contractor's written notice to City is required under this subsection, Contractor shall submit a change order relating to the claim.

- 12.2 The parties are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and City each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
- 12.3 If a dispute or disagreement cannot be resolved informally, Contractor Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties exchange relevant information that will assist the parties in resolving their dispute or disagreement.
- 12.4 If City and Contractor are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternative dispute resolution.

13. Georgia Law Jurisdiction and Venue

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Georgia.
- 13.2 The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Contract will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Unauthorized Services

The Contractor acknowledges that this Contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council. Under Georgia law, Contractor is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Contractor's provision of services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides services to the City under a contract that has not received proper legislative authorization or if Contractor provides services to the City in excess of the any contractually authorized services, the City may withhold payment for any unauthorized services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized services to the City, however characterized, including, without limitation, all remedies at law or equity.

16. Non-Availability of Funding

If the City Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the City's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the City from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The City shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond or insurance 30 days prior to expiration of the current bond or insurance then in effect, or otherwise violates any provision of the Contract, the City may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the City's option, become the City's property. The City shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the City can affirmatively collect damages.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interest of the City. The Contractor

shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

19. Delays and Extensions of Time

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the City in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The City unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the City may determine to be appropriate for the convenience of the City.

21. Labor Trafficking Prohibitions

Pursuant to O.C.G.A. §16-5-46, Contractor agrees that its employees, directors, officers, owners, subcontractors, vendors, suppliers, agents and affiliates shall not engage in Human Trafficking including, but not limited to: (a) using forced labor, (b) engaging in misleading or fraudulent recruitment practices, (c) charging recruitment fees, (d) destroying, concealing, confiscating, or otherwise denying employee access to the employee's identification documents, (f) failing to provide an employment agreement (if required) in an employee's native tongue and prior to the employee's departure from his/her place of origin. Contractor agrees to cooperate fully with and provide reasonable access to any agency or governmental authority conducting investigations into actual or alleged violations of this section, self-report activities that are inconsistent with or otherwise violate the provisions of this section or any other applicable law or regulation.

Contractor agrees that its subcontractors, vendors, and suppliers shall create and post a formal compliance plan at (a) at any and all locations at which Contractor engages in business and/or locations at which Contractor may have employees on site and/or (b) on any website owned by or maintained for its benefit. Contractor agrees to maintain a formal compliance plan including, as appropriate an employee awareness program about United States and State of Georgia anti-trafficking policy and preventative procedures. Each contractor and subcontractor must formally certify it has a compliance plan in place, due diligence was conducted, the absence of misconduct, and that, if misconduct was observed, that appropriate remediation and referral actions were taken.

Any violation of the provisions contained herein, in whole or in part, may result in (a) suspension of this Contract and/or any other existing agreements with Contractor and/or any current or future payments or compensation required pursuant to this Contract, (b) termination of this Contract or any existing, pending or future agreements with Contractor, (c) debarment, as defined under 48 C.F.R. 9.406-2 and/or (d) any other claims, actions, remedies, judgments, fees or costs as allowed in accordance with any Applicable law, now or hereafter in effect.

22. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the City hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the City, at all reasonable times. The Contractor shall provide copies of all documents requested by the City, including, but not limited to itemized billing documentation containing the dates, hours spent, and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

23. Right to Audit

- 23.1 The City reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 23.2 Upon three (3) Business Days' notice, the City shall be provided reasonable access to Contractor's records to perform any such audits. The City may conduct these audits with any or all of its own internal resources or by securing the services of a third-party accounting or audit firm, solely at the City's election. The City may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on

behalf of the City, including, by way of example only, making records and employees available as, where, and to the extent requested by the City and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.

- 23.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the City has the right to audit such subcontractor(s).

24. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the City, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

25. Cost and Price Certification

- 25.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 25.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

26. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the City's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the City. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The City shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

27. Limitations of Liability

27.1 Contractor shall be liable for any loss or damage to the City occasioned by the acts or omissions of Contractor, its subcontractors, agents, or employees as follows:

- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
- (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited. Except that, if the Contract is for Information Technology all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed <two (2)> times the total value of the Contract or \$1,000,000, whichever is greater. This limitation of liability is per incident.
- (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.

27.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the City is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the City is not immune from liability for claims arising under Section 10.

27.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

27.4 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the Section entitled "Confidential Information"; or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

28. Insurance and Bonding Requirements

Contractor shall comply with the insurance and bonding requirements set forth in the RFP and attached in Exhibit B of this Contract.

29. Prompt Pay Requirements

29.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the City at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
- (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
- (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

29.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

29.3 An act, failure to act, or decision of the City concerning a withheld payment between the Contractor and a subcontractor under this **section**, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the City and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the City.

30. Use of Estimated Quantities

Unless specifically indicated otherwise in the City’s solicitation or other controlling documents related to the Scope of Work or Services, any sample amounts provided are estimates only and the City does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

31. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the City hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the City, following which, title shall pass to the City.

32. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Contract, including services, is and shall be deemed to be “embodiments of intellectual property” for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code (“Code”) (11 U.S.C. § 365(n) (2010)). The City has the right to exercise all rights and elections under State Code and all other applicable bankruptcy, insolvency, and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the City’s rights of election, all rights and licenses granted to the City under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the City shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the City’s possession, shall be promptly delivered to the City, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

33. Illegal Immigration Reform and Enforcement Act.

For the entire Term of this Contract, Contractor must comply with the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”) (O.C.G.A. §13-10-90 *et seq.*), as it may be amended from time to time, including but not limited to, obtaining affidavits from Contractor’s subcontractors and sub-subcontractors demonstrating their participation in the E-Verify Program for the duration of their contract with Contractor. Contractor shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Contractor’s subcontractors and sub-subcontractors that perform all or part of the services in this Contract. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

34. Miscellaneous

- 34.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 34.2 This Contract is not exclusive. During the Term of this Contract, the City reserves the right to select other Contractors, vendors, and suppliers to provide goods and services similar to goods and services provided by Contractor or otherwise described in, provided for or anticipated in this Contract.
- 34.3 Contractor shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Contract without the prior written consent of City.
- 34.4 Any waiver by the Parties or failure to enforce their rights under this Contract shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Contract, and this Contract shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver

of this Contract will be binding on City unless executed in writing by the City Authorized Representative.

- 34.5 Except as otherwise provided herein, all rights and remedies under this Contract are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.
- 34.6 Contractor is an independent Contractor of City and nothing in this Contract shall be deemed to constitute Contractor and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.
- 34.7 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 34.8 This Contract is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations, or liabilities.
- 34.9 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 34.10 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

35. Contract Administrator

- 35.1 The City representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, and achieving completion of the Contract on budget, on time, and within scope. The Contract Administrator may authorize in writing one or more City representatives to act on behalf of the Contract Administrator in the performance of the Contract Administrator's responsibilities. The City may change the Contract Administrator at any time by written notice to the Contractor.

36. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the City:

With a copy to:

If to the Contractor:

(Contractor's Name)

(Contractor's primary address)

Attn: _____

SIGNATURES ON NEXT PAGE

DRAFT

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Contractor

City of South Fulton

By:

By:

Date

Date

City Clerk

By:

Date

Approved for form and legal sufficiency
this ____ day of _____, 20__.

City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 8:35 p.m. Request to Approve to Enter into a Contract with Next Level Events to Provide Musical Artist Acquisition and Backline for a Juneteenth Concert for RFP #23-21 in the amount of \$70,000.

DATE: May 23, 2023

SUBJECT: 8:35 p.m. Request to Approve to Enter into a Contract with Next Level Events to Provide Musical Artist Acquisition and Backline for a Juneteenth Concert for RFP #23-21 in the amount of \$70,000.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
23-21 Juneteenth Festival (5) (1)	Cover Memo	5/20/2023



City of South Fulton, Georgia
5440 Fulton Industrial Blvd., South Fulton, GA 30336
Phone: 470-809-7700
[Website: Finance & Administrative Services | South Fulton, GA](http://www.cityofsouthfultonga.gov)
[cityofsouthfultonga.gov](http://www.cityofsouthfultonga.gov)

Karen Slaton-Dixon

Karen Slaton-Dixon, Director

REQUEST FOR PROPOSALS
RFP # 23-21 MUSICAL ARTIST ACQUISITION AND BACKLINE FOR A
JUNETEENTH CONCERT
FOR THE CITY OF SOUTH FULTON

SCHEDULE OF EVENTS

DATE

Proposal Release Date:	April 26, 2023
Non-Mandatory Pre-Proposal Conference: A Non-Mandatory Pre-Proposal Conference will be held virtually by our staff and responsible person(s). To attend the Pre-Proposal Conference, please refer to Information and Instructions to Proponents, Item # 10 for details.	May 2, 2023 9:00 A.M.
Deadline for questions: Questions must be submitted online at: https://www.bidnetdirect.com/georgia/cityofsouthfulton	May 2, 2023 1:00 P.M.
Answers will be posted by addendum at: https://www.bidnetdirect.com/georgia/cityofsouthfulton	May 2, 2023
All responses to this RFP must be submitted online at: https://www.bidnetdirect.com/georgia/cityofsouthfulton . Vendors are required to submit responses to solicitations electronically. If you need any assistance registering or using the platform, please call Bidnet Direct's Support Team at 800-835-4603 ext. 2 for assistance. Where applicable, to attend the Proposal Opening, please refer to Information and Instructions to Proponents, Item # 9 for details.	May 4, 2023 3:00 P.M.
Oral Presentations and Interviews, if required	Not applicable

THIS PROPOSAL SOLICITATION FORM
MUST BE SIGNED AND SUBMITTED WITH PROPOSAL

COMPANY NAME:		DATE:
MAILING ADDRESS:		PHONE:
CITY:		FAX:
STATE:	ZIP:	SSN OR FEDERAL TAX ID#:
EMAIL:		TITLE OF AUTHORIZED REPRESENTATIVE:
PRINTED NAME:		AUTHORIZED SIGNATURE:

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RFP # 23-21
MUSICAL ARTIST ACQUISITION AND BACKLINE FOR A
JUNETEENTH CONCERT FOR THE CITY OF SOUTH FULTON

INFORMATION AND INSTRUCTION TO PROPONENTS

1. **Services Required:** This Request for Proposals (RFP) is for qualified Proponents ("Proponent" or "Proponents") to provide Musical Artist Acquisition and Backline Services for the City of South Fulton. A detailed Scope of Services is set forth in this RFP.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of South Fulton Purchasing Policy codified in Sec. 1-9001 et seq. of the City of South Fulton Code of Ordinances. By submitting a Proposal in reference to this solicitation, a Proponent acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this RFP by reference.
3. **Minimum Qualifications:** Each Proponent and team member shall have the minimum experience set forth in this RFP.
4. **Certificate of Authority to Transact Business in Georgia:** Each Proponent must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
5. **Business License:** Proponent is requested to submit a copy of its current, valid business license with its Proposal. If the Proponent is a Georgia corporation, Proponent is requested to submit a valid City or city business license. If Proponent is a joint venture, Proponent is requested to submit valid business licenses for each member of the joint venture. If the Proponent is not a Georgia corporation, Proponent is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
6. **Professional License:** Proponent must attach a copy any professional license required by this RFP with its response.
7. **No Offer by City and Firm Offer by Proponent:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form a Contract. This solicitation is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent's offer is a firm offer and may not be withdrawn except as provided in this RFP, and in the City's Code of Ordinances and other applicable law.
8. **Proposal Duration:** Proposals submitted in response to this RFP must be valid for a period of One Hundred and Twenty (120) calendar days from the Proposal Submission Deadline and must be marked as such.

9. **Proposal Submission Deadline:** Responses to this RFP will be accepted online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton> thru **Thursday, May 4, 2023, by 3:00 P.M. Eastern Time (ET).**

10. **Non-Mandatory Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for **Tuesday, May 2, 2023 at 9:00 A.M ET.**, and will be hosted virtually by our staff and responsible person(s).

Meeting ID: 252 716 689 870

Passcode: Sk97zf

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 470-582-0113,,278740106#](#) United States, Atlanta

Phone Conference ID: 278 740 106#

[Find a local number](#) | [Reset PIN](#)

Attendance at the Pre-Proposal Conference is voluntary for Proponents responding to this RFP; however, Proponents are encouraged to attend. During the Pre-Proposal Conference, the general requirements of the project will be discussed. Any questions during the Pre-Proposal Conference will not be authoritative. Each Proponent must be fully informed regarding all existing and expected conditions and matters, which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stating or discussed during the course of this Pre-Proposal conference shall be considered to modify, alter, or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.

11. **Solicitation Questions/Prohibited Contacts:** Any questions and communications regarding this RFP shall be submitted in writing by logging into <https://www.bidnetdirect.com/georgia/cityofsouthfulton> on or before **Tuesday, May 2, 2023 by 1:00 P.M., ET.** Questions received after the designated period may not be considered. Any response made by the City will be posted online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton> by addendum. No Proponent may rely on any verbal response to any question submitted concerning this RFP.

12. **All Proponents, and/or representatives of Proponents, seeking an award of a City of South Fulton Contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative other than the Department of Finance employee named in the solicitation,** between the date of the issuance of the solicitation and the date of the final Contract award by the City Council, unless specified otherwise herein. **Attempting to influence the outcome of any given Contract prior to a recommendation of award to the City Council is strictly prohibited.** The Director of Finance will review alleged violations of this prohibition. If the Director of Finance determines that such a communication has

compromised the competitive process, the proposal submitted by that Proponent may be disqualified from consideration for award, and that Proponent may, among other things, be placed on the ineligible source list. Violations of this prohibition may also be subject to prosecution under federal, state, or local laws. City of South Fulton employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain unfair advantage in a procurement competition, and as outlined in Sec. 1-9004 (d) of the City of South Fulton Code of Ordinances **and all other applicable policies.**

- 13. Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion. The City shall not be liable for any proposal preparation costs incurred by Proponents.
- 14. Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]"
- 15. Bonding and Insurance Requirements:** The Bonding and Insurance requirements for any Contract that may be awarded pursuant to this RFP are set forth in Appendix A: Bonding and Insurance Requirements. Proponent must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Proponent, if any. For purposes of this section, "Proponent" shall mean an individual, corporation or other corporate entity submitting a proposal in connection with this solicitation, including each Joint Venture partner if Proponent is a Joint Venture.
- 16. Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the Financial Information disclosed by Proponent and attached to this RFP. Further, if this RFP requires a successful Proponent that is awarded a Contract pursuant to this solicitation to post some type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Proponent if a Contract is awarded to it.
- 17. Sub-Consultants and Manufacturers:** Proponents are required to submit, in writing, the addresses of any proposed Sub-Consultants or equipment

manufacturers listed in the Proposal and may be required to submit other material information relative to proposed Sub-Consultants. The City reserves the right to disapprove any proposed Sub-consultants whose technical or financial ability, or resources, or experience are deemed inadequate.

18. Examination of Proposal Documents:

18.1 Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

18.2 Each Proponent shall promptly notify the City in writing should the Proponent find discrepancies, errors, ambiguities, or omissions in the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents. No oral responses are binding on the City.

18.3 The City may in accordance with applicable law, by Addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time.

18.4 Each Proponent must confirm all Addenda has been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.

18.5 The City may waive any technicalities and formalities in this solicitation. Additionally, the City reserves the right to cancel the RFP in its entirety.

19. Oral Presentations/Interviews: Nor applicable.

20. Award and Execution of Contract: If the City awards a Contract pursuant to this solicitation, the City will prepare and forward to the Proponent a Contract for execution substantially in the form of the Draft Contract included in this RFP. Changes may be made to reflect the Proponent's proposal, Scope of Services, and Cost Proposal Forms. All Proponents should thoroughly review the Draft Contract prior to submitting a Proposal. Any proposed revisions to the terms or language of the Draft Contract must be submitted in writing with the Proponent's response to the RFP. Since the proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the City, Proponent should review any proposed revisions with an Authorized Representative having the authority to execute the Contract. Upon approval of the Proponent by the City of South Fulton City Council, the City will provide the Proponent with three (3) unsigned Contracts. The Proponent shall execute and return the three (3) Contracts, with required

insurance certificates and other documents as listed in this RFP or required by the City, within no more than ten (10) calendar days from receipt of the agreements.

21. **Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (**Act**), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms attached herein as Form F6.6 and F6.7, Appendix B: Required Form Submittals must be submitted with the Proposal at the time of submission. Under State Law, the City cannot consider any Proposal which does not include the completed F6.6 form. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising the corporate entity must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this RFP.
22. **Multiple Awards:** The City reserves, in its sole discretion, the right to make one (1) award, no award, or award to multiple Proponents.
23. **Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this RFP.
24. **Conflict of Interest:** Proponents are advised to read and familiarize themselves with the conflict of interest provisions of this RFP. The City reserves the right to issue RFPs for specific projects that are independent of RFP # 23-21 Musical Artist Acquisition and Backline Services Annual Contract for the City of South Fulton. Except as stated in this RFP these Instructions, and the Notice to Proponents concerning Conflicts of Interests, successful Proponents under this RFP are not precluded from responding to such solicitations.
25. **Tax Exemption Status:** The City is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by the City of South Fulton. Exemption certificates furnished upon request.
26. **Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole

responsibility of the successful Proponent. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the Contract throughout and will be deemed to be included in the Contract the same as though herein written out in full.

27. **Negotiations/Best and Final Offers:** The City reserves the right to negotiate specifications, terms and conditions, which may be necessary or appropriate for the accomplishment of the intent of this RFP. The City may require the submission of Best and Final Offers. The City may require that this RFP and Proponent's response be incorporated in full or in part as Contract Documents. The RFP and all responses, supplemental information, and other submissions provided by Proponent during discussions or negotiations may be held by the City as contractually binding upon Proponent. The City may seek clarification from a Proponent at any time during the procurement process, and failure of a Proponent to timely respond may be cause for rejection of Proponent's proposal.
28. **TITLE VI SOLICITATION NOTICE -** The City of South Fulton, GA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations (28 CFR Part 42), hereby notifies all bidders or offerors that it will affirmatively ensure that for any Contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a full and fair opportunity to submit bids in response to this invitation and will not be, on the grounds of race, color, or national origin, excluded from participation in, denied the benefits of, or subject to discrimination in consideration for an award for any program or activity that receives Federal funds or other Federal financial assistance.

RFP # 23-21
MUSICAL ARTIST ACQUISITION AND BACKLINE SERVICES ANNUAL
CONTRACT FOR THE CITY OF SOUTH FULTON

SUBMITTAL CHECKLIST

1. Please use the following checklist to verify that all required information is included in your proposal.
2. It is the sole responsibility of each proponent to ensure that their proposal is inclusive of all Submittals outlined below or elsewhere in this RFP.
3. **Failure to submit any of the items below may cause rejection of the Proposal.**
4. Proponents are required to submit responses to solicitations electronically online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton>. The City will not consider any proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).
5. The Cost Proposal must be submitted and uploaded as a separate attachment. Do not upload the Cost Proposal with the Technical Proposal.
6. The Financials must be submitted and uploaded as a separate attachment. Do not upload the Financials with the Technical Proposal.

REQUIRED DOCUMENTATION

INITIAL IF INCLUDED

- | | |
|--|-------|
| 1. PROPOSAL SOLICITATION FORM | _____ |
| 2. SUBMITTAL CHECKLIST (THIS FORM) | _____ |
| 3. ADDENDA (IF APPLICABLE) | _____ |
| 4. ENTIRE PROPOSAL | _____ |
| 5. COST PROPOSAL (ATTACHMENT B) | _____ |
| 6. REQUIRED FORM SUBMITTALS (APPENDIX B) | _____ |
| F6.1 W-9 FORM | _____ |
| F6.2 NON-CONFLICT OF INTEREST | _____ |
| F6.3 NON -COLLUSION AFFIDAVIT | _____ |
| F6.4 BUSINESS ENTITY CERTIFICATE | _____ |
| F6.5 CERTIFICATE OF AUTHORITY-JOINT VENTURE | _____ |
| F6.6 ILLEGAL IMMIGRATION REFORM AND
ENFORCEMENT ACT – CONTRACTOR AFFIDAVIT | _____ |
| F6.7 ILLEGAL IMMIGRATION REFORM AND
ENFORCEMENT ACT- SUBCONTRACTOR AFFIDAVIT | _____ |
| F6.8 SUBCONTRACTOR INFORMATION FORM | _____ |
| F6.9 ACKNOWLEDGEMENT OF PROPONENT | _____ |
| F6.10 REFERENCE AND RELEASE FORM | _____ |
| F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS | _____ |
| F6.12 EXCEPTIONS FORM | _____ |
| F6.13 CERTIFICATE OF ABSENCE OF CONFLICT OF INTEREST FOR
DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK | _____ |
| F6.14 DEBARMENT FORM | _____ |
| 7. BUSINESS LICENSE | _____ |
| 8. PROFESSIONAL LICENSE (IF APPLICABLE) | _____ |
| 9. CERTIFICATIONS | _____ |

Printed Name

Title

Date

Signature

Firm Name

Email Address

Phone Number

RFP # 23-21
MUSICAL ARTIST ACQUISITION AND BACKLINE SERVICES ANNUAL
CONTRACT FOR THE CITY OF SOUTH FULTON

1. INTRODUCTION

The City of South Fulton (the “City”) invites interested Proponents to submit Proposals from qualified firm(s) that are experienced in providing Musical Artist Acquisition and Backline Services. The City desires to contract with a firm who can provide an immersive entertainment experience that will attract visitors from across the region. The Wolf Creek Amphitheater is strategically positioned to become a regional leader in arts and entertainment.

1.1 BACKGROUND

1.1.1 The Wolf Creek Amphitheater a premier destination, not only in our region, but statewide and nationally. The Amphitheater sits on 435 acres of pristine land in the heart of the City of South Fulton. The location is accessible to the interstate as well as the world’s busiest airport, Hartsfield-Jackson Atlanta International Airport.

1.1.2 The Wolf Creek Amphitheater consists of:

- 1.1.2.1** Covered stage (108’ x 54’) with loading areas;
- 1.1.2.2** Walkways and ramps including ADA accessible walkways and ramps;
- 1.1.2.3** Site lighting and landscaping including special sod installation, asphalt paving and striping;
- 1.1.2.4** Site fencing;
- 1.1.2.5** Site utilities for electric power supply, water supply, sewer and storm water management;
- 1.1.2.6** Dressing Rooms and support spaces to amphitheater building (one (1) star dressing room with toilet and shower, men’s and women’s dressing rooms with toilets and showers, one (1) green room, one (1) warm up room, two (2) storage closets, laundry, and administrative office with 11’4” x 107’4” back of house storage area);
- 1.1.2.7** 1,027 fixed seating units to tiered seating area;
- 1.1.2.8** 208 table seats;

- 1.1.2.9** 1,041 VIP seats with fourteen (14) seats meeting ADA requirements;
- 1.1.2.10** 3,881 general lawn seats with forty (40) seats meeting ADA requirements;
- 1.1.2.11** VIP restroom with fourteen (14) ladies' toilets and seven (7) urinals;
- 1.1.2.12** VIP kitchen measuring 26' x 33';
- 1.1.2.13** Public Restroom Building with forty-two (42) ladies' toilets and twenty (20) urinals;
- 1.1.2.14** Box Office building with two (2) windows;
- 1.1.2.15** Two (2) Skyboxes; and
- 1.1.2.16** 923 parking spaces which includes twenty-three (23) meeting ADA requirements.

1.2 INTENT TO AWARD

The City intends to award to one (1) Proponent whose proposal is determined to be the most advantageous to the City; however, the City reserves the right to make one (1) award, multiple awards, or no award for RFP # 23-21 Musical Artist Acquisition and Backline Services Annual Contract for the City of South Fulton. Additionally, the City reserves the right to cancel the solicitation.

1.3 TERM OF CONTRACT

- 1.3.1** The Contract shall commence within ten (10) calendar days after receipt of written Notice to Proceed (NTP).
- 1.3.2** The initial term of this Contract shall be for one (1) year, and may be renewed for two (2) successive one (1) year terms upon written notice by the City under the same terms and conditions. The services to be performed under this Contract shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of the City at the end of every Term, unless terminated earlier in accordance with the termination provisions of this Contract.

1.4 CONFLICT OF INTEREST NOTICE TO PROPONENTS

- 1.4.1** All firms, Sub-Consultants and their employees are notified and advised to avoid potential conflicts of interests. Full and prompt disclosure of involvement in any project or services to other clients that may be in conflict with financing, construction, operation and management of the City's projects shall be made to the City in the technical response of the firm's proposal, and in advancement of assignment so that real or potential conflicts of interest can be avoided.
- 1.4.2** In any circumstance where Proponent, including any joint venture partners, parent or subsidiary companies, or affiliates under common control, is providing Services or work under another Contract with the City and a dispute, claim or conflict of interest arises between the City and such Proponent under this Contract or another agreement, the City may in its sole determination and discretion, suspend all existing work under this Contract and may or may not issue any further work to the Proponent under this Contract unless and until such dispute, claim or conflict of interest is resolved to the City's satisfaction. Should the City take such action, Proponent shall not be entitled to any additional costs of any kind resulting from such action except that Proponent may be paid for any authorized Services provided to the City under this Contract prior to the effective date of the suspension of the work. This provision shall not be deemed exclusive and shall be supplemental to any rights and remedies available to the City under this Contract, any other agreement or as may be available under applicable law.

1.5 SUB-CONSULTANTS AND SUB-CONTRACTORS

- 1.5.1** Proponent must ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this RFP are met. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this RFP, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Proponent must not furnish any statement, representation, or certification in connection with Sub-Consultants or Sub-Contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Proponent to provide information concerning the responsibility of any Sub-Consultant or Sub-Contractor may result in a finding that the Proponent is not responsible.
- 1.5.2** All proposed Sub-Consultants and Sub-Contractors must be listed in the Proponent's response. Proponent must ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the scope of

services. The City reserves the right to approve all Sub-Contractors and Sub-Consultants.

1.5.3 Proponent must have the responsibility of verifying the existence, authenticity and dates of expiration of all licenses required by all Sub-Consultants and Sub-Contractors engaged in the work of this RFP. The lack of a valid license from the Proponent or any Sub-Consultant or Sub-Contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Proponent, and the removal of any unlicensed entity from the project. In the event Proponent, a Sub-Consultant or Sub-Contractor is required to be licensed or certified as a condition precedent to providing goods or services under this RFP, the revocation or loss of such license or certification may result in immediate termination of the Proponent's Contract effective as of the date on which the license or certification is no longer in effect.

1.5.4 All Sub-Consultants and Sub-Contractors must be approved by the City prior to performing. Proponent must receive written permission to add Sub-Consultants or Sub-Contractors not initially submitted with Proponent's response. Sub-Consultants and Sub-Contractors shall not subcontract any portion of their work pursuant to this RFP without the written consent of the City. Failure of the Proponent to obtain from the City prior approval of each Sub-Consultant or Sub-Contractor performing work on the project may result in suspension of work by that Sub-Contractor, removal of work performed by unapproved Sub-Contractor(s) and all permissible sanctions against the Proponent.

2. SCOPE OF SERVICES

The Proponent shall provide Musical Artist Acquisition and Backline Services for the City of South Fulton as specified in this RFP and Attachment A: Scope of Services (SOS) attached hereto and incorporated herein by reference.

3. MINIMUM REQUIREMENTS

The Proponent shall have a minimum of ten (10) years of experience in providing Musical Artist Acquisition and Backline Services. as specified in this RFP and Attachment A, Scope of Services (SOS), attached hereto and incorporated herein by reference. The Proponent must have extensive experience in managing a diverse range of events which include booking a variety of revenue generating concerts and special events. Please be sure to include the necessary references to support this requirement in Appendix B, Required Form Submittals, F6.10 – Reference and Release Form.

4. EVALUATION PROCESS

The City desires to select the Proponent whose proposal is determined to be the most advantageous to the City considering the technical and price evaluation criteria listed below. All Proposals will be evaluated by an Evaluation Committee in accordance with the City's Code of Ordinances and the criteria specified in this RFP as follows:

Relative Weight	ITEM FOR EVALUATION	Scoring Value Maximum Points
25%	Understanding the Scope of Services	25
20%	Organizational Qualifications	20
20%	Project Management and Personnel	20
10%	Financial Capability	10
25%	Cost Proposal	25
100%	TOTAL SCORE	100

Optional Oral Presentation and Product Demonstration Oral presentations/interviews and product demonstrations may be required before the final selection and award. Additional points for oral presentations/interviews and product demonstrations will be added to the proponent's total score.	Scoring Value Maximum Points
Oral Presentation/Interview	15

5. PROPOSAL PREPARATION AND GUIDELINES

5.1 PROPOSAL FORMAT

Proponents are required to submit their proposals in the following format:

5.1.1 Technical Proposal: Proponents are requested to submit evidence of their experience and qualifications to perform the services as required by the RFP. The technical proposal shall include responses to all of the information requested in the RFP and shall be labeled to identify the specific components. All forms required by the City or provided by Proponent must be included. Please **do not include any cost of any kind in this section.**

5.1.2 Cost Proposal: The Cost Proposal Form, affixed hereto as Attachment B, must be completed in its entirety and uploaded separately in BidNet with Proponent's proposal. The Cost Proposal Form will become a part of the Contract following negotiations, if any, pursuant to any award. The City may solicit Best and Final Offers, and discussions may be

conducted with responsible proponents who submit proposals determined reasonably susceptible to being selected for award.

Please do not upload your Technical Proposal with your Cost Proposal.

5.2 CONTENTS OF TECHNICAL PROPOSAL

5.2.1 Executive Summary: The purpose of the Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Executive Summary must contain the following information:

5.2.1.1 Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the state where each entity comprising it is organized, including entity name, brief history of the entity, how long in business, hours of operation, storefront or home based, one (1) individual contact person to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. As well as the legal structure of the entity and a listing of major satellite offices. A statement declaring the type of business relationship the Proponent will use (i.e., a single company, joint venture, etc.);

5.2.1.2 Description of the size, resources, and relevant capabilities of the firm;

5.2.1.3 The general and specific capabilities and experience of the Proponent's team. Each Proponent must identify examples where team members have worked together to complete a project. Discuss how the team was formed and how the team will function as an integrated unit in providing services to the City.

5.2.1.4 A declarative statement as to whether:

5.2.1.4.1 Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years;

5.2.1.4.2 Proponent has within the past ten (10) years filed (or had filed against it) any bankruptcy or insolvency proceedings, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee or assignee for the benefit of creditors. If so, please provide an explanation;

5.2.1.4.3 Proponent has failed to complete work or a contract awarded to it. If so, please provide an explanation; and

5.2.1.4.4 Proponent or any of the Proponent's employees, agents, independent contractors or subcontractors have been convicted of, or pled guilty or nolo contendere to any felony. If so, please provide an explanation and details.

5.2.1.5 Provide a summary of the other sections of the Proposal. All Sections should fit together into a well-organized highlight of the significant points of the Proposal.

The Proposal must include responses to all of the information requested in this RFP. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. The City prefers a well-planned, straightforward business presentation with brief explanations. Proposals with verbose or disorganized responses will be evaluated accordingly. The Proposal format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, Proponent shall use its best judgment.

The following is a more detailed description of the requirements of certain portions of the Technical Proposal. The Technical Proposal shall be labeled and organized.

5.2.2 Understanding the Scope of Services: The City wishes to Contract with a Musical Artist Acquisition and Backline Services team with a strong understanding of the scope of services described in Attachment A of this RFP. Please discuss the following criteria, and demonstrate how your firm meets the scope of services requirements:

5.2.2.1 A description of your ability to secure musical acts, manage relationships with talent and representation, acquire and oversee staging, lighting and special effects setups and production;

5.2.2.2 A detailed plan for day event schedules including, but not limited to: load in/load out of staging and equipment, parking lots open/closed, gates, premium spaces, musical act stage times, additional entertainment, stage and talent security;

5.2.2.3 A description of your marketing plan including, but not limited to: advertising budget and breakdown (TV, radio, print, digital, social media, other), described use of City owned assets (eg. Email database social media accounts, and others), local

media partners, existing/anticipated sponsor relationships;
and

- 5.2.2.4** Provide historical detail in participation in events of this nature or equivalent, to include details regarding talent acquired, ticket pricing, actual attendance/ticket sales, financial summary of revenues and expenditures, etc.
- 5.2.2.5** A detailed outline of the project plan/methodology to implement, complete and manage the project scope including high level timeline and brief description of the key tasks, key milestones and key deliverables;
- 5.2.2.6** Include any computer/software to be utilized and compatibility information;
- 5.2.2.7** Provide your event safety plan for CDC & local public health guidelines for large events and gatherings;
- 5.2.2.8** Provide a detailed proposed revenue structure;
- 5.2.2.9** Provide a sample event plan;
- 5.2.2.10** Provide a sample event emergency plan;
- 5.2.2.11** State your customer service approach;
- 5.2.2.12** Provide a sample outline of box office/ticket sales plan;
- 5.2.2.13** State your event strategies to maximize ticket sale;.
- 5.2.2.14** Provide a detailed marketing plan for the upcoming season;
and
- 5.2.2.15** Provide a list of media partners and a sample media package.

5.2.3 Organizational Qualifications. Proponent shall provide the organization's experience and ability to provide the scope of services described in Attachment A.

- 5.2.3.1** Professional Qualifications and Specialized Experience of Proponent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies).
- 5.2.3.2** Professional Qualifications and Specialized Experience of Proponent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of South

Fulton.

Resumes shall be limited to three (3) pages and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history including dates and title at each firm. Include the names of projects, client, city, and state. Resumes of administrative and support staff should not be included.

5.2.3.3 References of past and current Performance of the Proponent (and Team members) on other Contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City, other government agencies, or any available sources, relevant information concerning the Proponent's record of performance. Please include a list of successful revenue generating events and any local, national or international talent your firm has worked with over the last ten (10) years.

5.2.4 Project Management and Personnel. Proponent shall describe how they will organize and manage the project for the scope of services described in Attachment A.

5.2.4.1 Separately list any projects or Contracts that the proposed team has worked on together in the last ten (10) years.

5.2.4.2 An organizational chart of the proposed team indicating the role each team member will fulfill (11" x 17" paper allowed).

5.2.4.3 Submission of the names for Key Staff constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is a need to replace Key Staff or Team Members during the course of the project, Proponent must describe its backup personnel plan.

5.2.4.4 The Proponent shall identify any outside specialized vendors it intends to use as a Sub-contractor for the work, or major portion thereof. The Proponent shall submit information on the Sub-contractor, which shall include specialized Sub-contractor's resume, company history, address, details of experience with similar type of municipal or City projects during the last three (3) years and copy of licenses and certificates required for all services to be provided under the Scope of Services. Proponent

must provide a reference and release form for each proposed sub-contractor identifying work on projects similar to that to be performed under this RFP.

5.2.4.5 Proximity to the City: Describe the Proponent's current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the City and its other contractors. List office addresses and total number of employees, and the number of both professional and support employees located at those offices. Also, list the geographical location of the office that will be primarily responsible for assigned projects, and where the work will be accomplished.

5.2.5 Financial Information Forms: To facilitate the City's efforts to evaluate, verify, and understand the Proponent's financial capacity, capability and stability to undertake and perform the Services contemplated in this RFP, Proponent must provide accurate and legible financial disclosures to the City as requested below. By definition, a "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to this RFP.

5.2.5.1 Instructions. If the Proponent is an individual, financial disclosures for that individual must be provided. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Proponent (and its owners, if applicable) must submit copies of all financial disclosures with its proposal. **The Financials must be submitted and uploaded as a separate attachment in BidNet. Do not upload the Financials with the Technical Proposal.**

5.2.5.2 Financial Information: The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one (1) of the following three groups of requests below with the Proposal.

5.2.5.3 Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (CPA), including: Income Statement; Balance Sheet; and Statement of Cash Flows.

5.2.5.4 Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (CPA), including: Income Statement; Balance Sheet; and Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix A, if applicable.

5.2.5.5 Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance Sheet; Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix A, if applicable; Letters of Reference form; and Dunn and Bradstreet reports for the last two (2) years.

6. STANDARD CITY CONTRACT

The Draft Contract attached hereto as Attachment C, is a standard City document which should be thoroughly reviewed by all Proponents prior to submitting a proposal. Refer to Information and Instructions to Proponents, Award and Execution of Contract in this RFP. Modifications or additions to the City's Standard Contract will not be entertained after award.

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APPENDIX A

BONDING AND INSURANCE REQUIREMENTS

APPENDIX A BONDING AND INSURANCE REQUIREMENTS

A. Bonding Requirements

There are no bonding requirements for this RFP.

B. Insurance Requirements

Preamble

The following requirements apply to all work under the Agreement. Compliance is required by Service Provider. **To the extent permitted by applicable law, the City of South Fulton ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix A and applicable to the Agreement.** For all purposes hereunder, including but not limited to any Additional Insured Endorsements, shall include the City of South Fulton, its elected officials, officers, agents, and employees.

1. Evidence of Insurance and Bonding Required Before Work Begins

No work under the Agreement may be commenced until all insurance and bonding requirements contained in this Appendix A, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.

At the time Service Provider submits to City its executed Agreement, Service Provider must satisfy all insurance and bonding requirements required by this Appendix A and applicable by law and provide the required written documentation to City evidencing such compliance. In the event that Service Provider does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the Agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the Agreement or under applicable law, make a claim against any proposal security provided by Service Provider.

If the Service Provider is an entity (e.g., corporation, limited liability company, etc.) or a partnership (e.g., general partnership, limited partnership, joint venture, etc.) then Service Provider shall tender insurance certificates and bonds in the name of Service Provider's entity or partnership as the primary insured.

2. Project Number & Name

The project number and name RFP # 23-21 Musical Artist Acquisition and Backline Services Annual Contract for the COSF must be referenced in the description section of the insurance certificate.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix A must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. Upon request, the Service Provider must submit the ratings for each company to the City.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-;
- ii) Best's Financial Size Category not less than Class VII;
- iii) Companies must be authorized to conduct and transact insurance Contracts by the Insurance Commissioner, State of Georgia; and
- iv) All performance and payment bonds must be underwritten by a surety company authorized by law to do business in the State of Georgia pursuant to a current certificate of authority to transact surety business by the Georgia Commissioner of Insurance or be listed in the latest issue of U.S. Department of Treasury Circular 570 of the Federal Register.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Service Provider in writing. Service Provider must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Service Provider's failure to comply with all insurance and bonding requirements set forth in this Appendix A and applicable to the Agreement will not relieve Service Provider from any liability under the Agreement. Service Provider's obligations to comply with all insurance and bonding requirements set forth in Appendix A and applicable to the Agreement will not be construed to conflict with or limit Service Provider's indemnification obligations under the Agreement.

4. Insurance and Bonds Required for Duration of Contract

All insurance and bonds required by this Appendix A must be maintained during the entire term of the Agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

5. Notices of Cancellation & Renewal

Service Provider must, notify the City of South Fulton in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (2) business days of any notices received from any insurance carriers providing insurance coverage or surety providing bonds under this Agreement and Appendix A (including any attachments thereto) that Service Provider receives concerning the proposed cancellation, or termination of coverage or security:

City of South Fulton
Finance & Administrative Services
Contracts & Procurement
5440 Fulton Industrial Boulevard, SW
Atlanta, GA 30336

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Service Provider shall provide the City with evidence of required insurance and bonding prior to the commencement of this Agreement, and, thereafter, with a certificate and/or bonds evidencing renewals or changes thereto at least fifteen (15) days prior to the expiration of previously provided certificates and/or bonds.

6. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this Agreement shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of South Fulton coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

7. Certificate Holder

The **City of South Fulton** must be named as a certificate holder. All notices must be mailed to the attention of:

City of South Fulton
Finance & Administrative Services
Contracts & Procurement
5440 Fulton Industrial Boulevard, SW
Atlanta, GA 30336

8. Additional Insured Endorsements - Form CG 20 26 07 04 or Equivalent

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this

requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia. If the vendor chooses to self-insure any of the insurance requirements, then the additional insured endorsement will be waived.

9. Mandatory Sub-Contractor/Consultant Compliance

Service Provider must require and ensure that all of Service Provider's subcontractors operating under the Agreement at any level are sufficiently insured and bonded.

10. Self-Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Service Provider.

11. Waiver of Subrogation in favor of the City of South Fulton

The certificates of Commercial General Liability Insurance and Commercial Automobile Liability Insurance tendered by the Service Provider must clearly indicate a waiver of subrogation in favor of the City of South Fulton. If the vendor chooses to self-insure any of the insurance requirements, then the waiver of subrogation requirement will be waived.

12. Workers' Compensation and Employer's Liability Insurance

Service Provider must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the Agreement:

Workers' Compensation

Statutory

Employer's Liability:

Bodily Injury by Accident/Disease \$1,000,000 each accident

Bodily Injury by Accident/Disease \$1,000,000 each employee

Bodily Injury by Accident/Disease \$1,000,000 policy limit

13. Commercial General Liability Insurance

Service Provider must procure and maintain Commercial General Liability Insurance on Form CG 00 00 01 (or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

Food and Beverage Liability;
Contractual Liability;
Broad Form Property Damage;
Premises Operations;
Personal Injury; and
Advertising Injury.

Additional Insured Endorsement (primary & non-
contributing in favor of the City of South Fulton)
Waiver of Subrogation in favor of the
City of South Fulton

14. Commercial Automobile Liability Insurance

Service Provider must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

Owned, Non-owned & Hired Vehicles
Waiver of Subrogation in favor of the
City of South Fulton

If Service Provider does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Service Provider's personal automobile policy or the Commercial General Liability policy required under this Appendix A.

15. Fidelity Bond or a Crime Policy

The Contractor shall procure and maintain a Fidelity Bond covering all persons receiving or disbursing funds under this Contract. The Bond/Policy shall be in an amount not less than **\$500,000** and shall be specifically endorsed to cover loss under this Contract and shall **name the City of South Fulton as Loss Payee**.

16. Builders Risk / Installation Floater

Contractor/Consultant shall procure and maintain policy for Builders Risk/ Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The coverage must be in an amount equal to **100 percent of the value of the capital improvement requiring installation of equipment, machinery, or structural improvements**. The following indicated extensions of coverage must be provided:

All Risk Coverage Operational Testing Coverage included
Loss Payee Endorsement

APPENDIX B REQUIRED FORM SUBMITTALS

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4. above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

F6.2 NON-CONFLICT OF INTEREST

By submitting a proposal in response to this solicitation, Proponent represents that in the preparation and submission of its proposal, said Proponent did not either directly or indirectly, enter into any combination or arrangement with any person, Proponent, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid or proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Proponent certifies that to the best of its knowledge, no circumstances exist which shall cause a conflict of interest in performing services for the City of South Fulton, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this Request for Proposals.

Signature: _____

Type Name: _____

Title: _____

Firm: _____

F6.3 NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____, in the County of _____, and the State of _____, of full age, being duly sworn according to law on my oath depose and say that: I am _____ of the firm of _____.

The Proponent making the Proposal for the above named Contract, and that I executed the said Proposal with full authority so to do; that said Proponent has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of South Fulton relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said Proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

(Name of Proponent)

(Signature of Proponent)

Subscribed and sworn to before me

This ____ day of _____, 20____.

(Signature of Notary Public)

Notary Public of _____

My Commission expires _____, 20____

F6.4 BUSINESS ENTITY CERTIFICATE

(a) CORPORATE CERTIFICATE

I, _____, certify that I am the
_____ of the Corporation named as Proponent herein, same
(title)

being organized and incorporated to do business under the laws of the State of
_____; that _____ who executed this Proposal
on behalf of the Proponent was, then and there, _____ and
(title)

that said Proposal was duly signed by said officer for and on behalf of said corporation,
pursuant to the authority of its governing body and within the scope of its corporate powers.
This _____ day of _____, 20 _____.

(Printed Name)

(Signature)

(Corporate Seal must be affixed above)

(b) PARTNERSHIP, LLC AND OTHER ENTITIES

I, _____, certify that I am authorized to sign to
commit _____ named a Proponent in the foregoing Proposal.
That said company is formed under the laws of the State of _____.
This ____ day of _____, 20____.

(Printed Name)

(Signature)

F6.5 CERTIFICATE OF AUTHORITY – JOINT VENTURE

(Separate Certificate to be submitted by each joint venture partner)

I, _____, (1) certify that:

- 1 I am the _____ (2) of _____, (3) (hereinafter “Venturer”);
- 2 Venturer is a partner and participation in the joint venture having submitted the Invitation to Bid or Request for Proposal No. _____ for

(Insert Project Name);
- 3 Venturer is organized and incorporated to do business under the laws of the State of _____; and
- 4 Said Invitation to Bid or Request for Proposal No. _____ was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP of Venturer).
2. Title of person executing Certification.
3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE BID OR PROPOSAL.

F6.6 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance for services on behalf of City of South Fulton (name of public employer), has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the Contract period and the undersigned contractor will Contract for the physical performance of services in satisfaction of such Contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

RFP # 23-21 Musical Artist Acquisition and Backline Services Annual Contract for the City of South Fulton
Name of Project

City of South Fulton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the ____ day of _____, 20____.

Notary public

My Commission Expires: _____

F6.7 ILLEGAL IMMIGRATION AND ENFORCEMENT ACT
SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a Contract with (_____) (name of contractor) on behalf of the City of South Fulton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the Contract period and the undersigned subcontractor will Contract for the physical performance of services in satisfaction of such Contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Contractor

RFP # 23-21 Musical Artist Acquisition and Backline Services Annual Contract for the City of South Fulton
Name of Project

City of South Fulton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20__ in _____ (County), _____ (State)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this _____, day of _____, 20__.

Notary Public (Seal)

My Commission Expires: _____

F6.8 SUB-CONTRACTOR INFORMATION FORM

The Proponent shall identify all proposed Sub-Contractors who shall be performing work under the proposed Contract. The Proponent certifies that the following individuals, firms or businesses must be hired or awarded subcontracts for the indicated portions of the work in the event that the Proponent is awarded a Contract.

Please list all proposed Sub-Contractors below:

1. TYPE OF WORK: _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

2. TYPE OF WORK: _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

3. TYPE OF WORK: _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

4. TYPE OF WORK: _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

(Make additional copies as necessary)

F6.9 ACKNOWLEDGEMENT OF PROPONENT

STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing proposal submitted by _____ hereafter called "Proponent" is duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proponent affirms that it is duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared its proposal in collusion with any other Proponent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned certifies that the proposed costs contained in this proposal have been carefully checked and are submitted as correct and final and if proposal is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Proposal.

Proponent Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

Sworn to and subscribed before me this _____ day of _____ 20____.

Notary Public in and for the State of ____

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY PROPONENT'S RESPONSE)

F6.10 REFERENCE AND RELEASE FORM

List at least four (4) references for the Prime proponent and each proposed subcontractor using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Proponent's experience and ability to perform the type of services listed in the RFP.

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of the RFP.

Signed _____ Title _____
(Authorized Signature)

Company Name _____ ☐ Proponent ☐ Subcontractor

Date _____

F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I _____, as an authorized agent of _____ shall comply completely and promptly with all insurance requirements contained in the City's Request for Proposal #23-21 Musical Artist Acquisition and Backline Services Annual Contract for the City of South Fulton pertaining to insurance and/or bonding.

Proponent understands that it is required to share the City's insurance and/or bonding requirements with the appropriate surety company(s) and/or insurance brokers, agents, underwriters, etc. prior to any award of a Contract and to take all necessary steps to ensure compliance with the applicable bonding, insurance and endorsement requirements without delay. **Proponent understands, acknowledges and agrees that its failure to fully comply with these requirements within five (5) days and no more than ten (10) days of the date proponent receives a final Contract from the City, may result in the forfeiture of the bid guarantee submitted with its proposal and/or the disqualification of Proponent from further consideration for the Contract.**

By executing this Acknowledgement of Insurance Requirements, I represent that I am authorized to make the representations contained herein on behalf of _____. Further by signing below, I represent that _____ understands and agrees to unconditionally comply with all requirements related to bonding and insurance contained in the City's Contract attached hereto as Appendix A.

Date: _____, 20____.

Corporate Proponent

Signature

Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

Non-Corporate Proponent

Signature

Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

F6.12 EXCEPTIONS FORM

If there are, any exception(s) or clarification(s) taken to the RFP use this form to list description and page number to which you are taking an exception. ANY exception(s) to the RFP shall be explained in full. No exceptions shall be taken to the City's insurance or indemnification provisions. City of South Fulton will determine the Proponent's compliance with the Proposal requirements based on the information submitted and its exceptions to the RFP. Attach additional pages if more space is needed.

[illegible]

F6.13 CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST FOR DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK

Certification of Absence of Conflict of Interest
For Development of Specifications or Scope of Work

*Required for each Contract or arrangement to prepare or develop specifications or
requirements
(O.C.G.A. § 36-80-28)*

The undersigned Proponent, who is entering into a Contract or arrangement with (City of South Fulton, Georgia) to prepare or develop specifications or requirements for an invitation for bids, request for proposals, purchase order, or any other type of solicitation for said (City of South Fulton, Georgia) certifies that:

1. The Proponent shall avoid any appearance of impropriety and shall follow all policies and procedures of (City of South Fulton, Georgia) as may be related to the project.
2. The Proponent discloses below any material transaction or relationship currently known to the Proponent that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Proponent, or the Proponent's employees, agents or subsidiaries (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

3. The Proponent shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Contract or arrangement.
4. The Proponent acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to the (City of South Fulton, Georgia) entitling (City of South Fulton, Georgia) to seek injunctive relief in addition to all other legal remedies.

Signature of Proponent's Authorized Official

Printed Name & Title of Authorized Official

Date

F6.14 CERTIFICATION OF DISQUALIFICATION OR REMOVAL

The undersigned Bidder/Proponent declares that the applying organization has not been debarred, disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of violations of law or safety regulation.

I, _____, authorized agent of _____
(Name of Organization)

Hereby certify, under penalty of perjury under the laws of the State of Georgia, that the organization has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violations of law or a safety regulation.

Bidder/Proponent Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

Sworn to and subscribed before me this _____ day of _____
20____.

Notary Public in and for the State of _____
(Seal)

APPENDIX C

REQUIRED CONTENT OF PROPOSAL

This appendix will identify what information should be submitted within your proposal in response to this RFP and the order in which it should appear. More information regarding your process to follow when submitting your proposal is described within the RFP (Information and Instructions to Proponents).

Proponent should indicate the required documents are included within the proposal and the location of those documents by placing the word “Yes” by each requirement and specifying the page or reference number where that document is located. Failure to place “yes” by each requirement may cause the Department to reject the proposal.

The checklist is provided for the convenience of the Proponent, but it is the Proponent’s responsibility to review the entire RFP and ensure a response is made to all requirements. Unless otherwise indicated, Proponents must meet all of the following requirements to be considered for evaluation under this RFP.

Yes/No	Page/Ref. No.	
		1. <u>Executive Summary</u> The proposal should contain a cover letter and introduction including: the company name, address, and the name, telephone number and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.
		2. <u>Proposal Form</u> The proposal must contain a signed proposal solicitation page (First Page of Document).
		3. <u>Agreement to Project Requirements</u> The Proponent must indicate its agreement to all of the requirements for this project with the signing of the Contract and submittal of your technical proposal.
		4. <u>Contract Exceptions</u> The Contract that the City intends to use is identified as Attachment C. Any exceptions to the Contract must be identified on Form 6.12 Exceptions Form.

		5. <u>Summary of Understanding the Scope of Services</u> The Proponent should indicate their understanding of the requested services and describe how it proposes to provide those services to the City as listed under section 5.2, Item 5.2.2.
		6. <u>Company Background</u> The Proponent must include the following information:
		a. A description of your firm's background and history as requested in section 5.2, Item 5.2.1.1.
		b. A list of all corporate offices and indicate which office will service this account.
		c. A broad overview of your firm, including any parent affiliated or subsidiary company, and any business partners. Provide an organization chart of your firm and describe the relationship between each component of your firm.
		d. Disclose in detail anything that may create a conflict or appearance of a conflict of interest.
		e. Disclose whether, within the last five (5) years, your organization or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.
		f. Include the signed and notarized Form 6.11, Acknowledgement of Insurance Requirements under Appendix B, Required Form Submittals. Proponent will have no more than ten (10) days to obtain ALL required insurance and submit to the Finance Division, Contracts & Procurement upon an award to your firm.
		g. Resumes for each employee that will be assigned to this Contract.
		h. A list of current clients as requested in section 5.2, Item 5.2.3.3.

		i. A description of your firm's/consultant's experience with other government organizations as requested in section 5.2, Item 5.2.3.1.
		7. <u>Requirements</u> Please address each item in Section 5.2, Item 5.2.2, focusing on your ability to perform each required service for the City.
		8. <u>References</u> a. A list of the names and address of at least four (4) clients who have hired your firm for similar services as detailed in this RFP, including the name, title, telephone number of the contact person and length of the Contract. The City may, at their discretion, contact references. b. A list of names and addresses of all clients who have terminated your relationship for performing similar services as detailed in this RFP during the past three (3) years and their reason for doing so. Please include the name, title and telephone number of the contact person. (If no terminations have occurred, please N/A in the Page/Ref. No. blank). This includes normal Contract expiration.
		9. <u>Financial Information</u> The Proponent shall provide accurate and legible financial disclosures to the City as requested in section 5.2.5.1.

ATTACHMENT A SCOPE OF SERVICES

ATTACHMENT A SCOPE OF SERVICES

The Proponent shall provide all necessary labor, materials, equipment and transportation, supervision, certifications and all effort necessary to meet the specifications of the product/services for this RFP.

1. GENERAL

1.1 The Proponent is expected to:

1.1.1 Book, contract with, and pay the performers;

1.1.2 Provide experienced project manager on-site for the duration of the event;

1.1.3 Oversee general concert production; and

1.2 The Proponent shall provide a representative list of artists successfully booked for other events, and proposed list of nationally recognized artists for the event(s). The Proponent shall identify and acquire national recognized musical artist.

1.3 The Proponent shall provide adequate staffing and managing. The Proponent shall also provide necessary backline equipment for all musical artists.

1.4 The Proponent shall have a business philosophy for turnkey management of similar events and/or facilities.

1.5 The Proponent will have the opportunity to either use the City's existing infrastructure or supply additional components as it deems necessary, subject to the discretion of the City. Any such supplemental/replacement of components will be at the sole cost of the Promoter.

1.6 The Proponent shall identify and acquire a host and Disc Jockey (DJ). The Proponent shall also provide a smooth transition between musicians and the DJ.

1.7 The Proponent shall provide stage management for the entire event during the allotted time period noted below for each event.

- 1.8 The Proponent shall coordinate with the musical artist and their representative(s) for logistical arrangements.
- 1.9 The Proponent shall ensure timely and appropriate setup, sound check, and performance of musical artists.
- 1.10 The Proponent shall maintain safety protocols, health guidelines, and overall event management during the concert.
- 1.11 The Proponent shall coordinate with the City of South Fulton on festival/concert marketing and advertising.
- 1.12 No pyrotechnic devices will be allowed during the performances. Violation of this provision will result in immediate termination of this agreement.
- 1.13 The Proponent will not be permitted to display or offer for sale any items at the event site.

2. SPECIFIC EVENT DETAILS – JUNETEENTH FESTIVAL

- 2.1 **Date of Event: Sunday, June 18, 2023 from 2:00 P.M. to 10:00 P.M.**
- 2.2 **Location:** Wolf Creek Amphitheater
- 2.3 **Set up:** Proponent will be allowed time to set up Sunday, June 18, 2023 at or after 6:00 A. M. Proponent will be allowed to conduct sound checks at 11:00 A.M., on the day of the event. All equipment brought by the Proponent shall be secured at the Proponent's own risk and expense.
- 2.4 The Proponent shall be responsible for providing all performance acts;
- 2.5 The Proponent shall provide and adhere to the run of the show;
- 2.6 The Proponent shall provide a seamless transition between performance acts; and
- 2.7 Amplified music provided by a DJ and or a host shall provide entertainment coverage between sets.

3. ADMINISTRATION

- 3.1 The City is interested in Musical Artist Acquisition and Backline Services with a firm that has the ability to provide services necessary to implement a minimum of ten (10) concerts/special events consistent with the City's overall objectives including talent acquisition, maintaining appropriate insurance, stage management, ticketing, event marketing and promotion. The Proponent shall work with the City Manager's Office, and other city departments to include, but not limited to Police, Fire and Public Affairs.

3.2 The Proponent shall provide in all aspects of concert and event implementation to include, but limited to the following:

- 3.2.1** Professional and timely setup and sound check of backline equipment;
- 3.2.2** Booking a variety of musical artist with national name recognition talent;
- 3.2.3** Revenue & Expense Reports;
- 3.2.4** Coordination of performance times, duration and sound specifications of acquired musical artist;
- 3.2.5** Financial viability; and
- 3.2.6** Provide appropriate insurance as required by law.

3.3 TALENT ACQUISITION

The Proponent shall provide talent acquisition, which entails booking and scheduling of acts and performances. This shall include the entirety of the booking process such as vetting artists and developing events that connect with the City's demographics, overall objectives, and contractual obligations.

3.4 PRODUCTION

The Proponent shall procure any and all necessary backline services and manage all aspects of pre-day, day of and post day event logistics. This includes, but is not limited to: stage management and staffing for these logistics.

3.5 MARKETING

The Proponent shall lead the development and implementation of all marketing and promotion for each event in coordination with the City of South Fulton City Manager's Office, Public Affairs and Parks, Recreation and Cultural Affairs Department. Marketing material must be consistent with the City's overall branding.

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**ATTACHMENT B
PROPOSAL COST FORM**

**ATTACHMENT B
PROPOSAL COST FORM**

The Proponent shall pay the City _____ percent of the gross revenue received from all sources under this Contract.

Printed Name

Title

Signature

Date

Company Name



ATTACHMENT C - DRAFT CITY CONTRACT

RFP # 23-21 MUSICAL ARTIST ACQUISITION AND BACKLINE FOR A JUNETEENTH CONCERT

SERVICES CONTRACT

solicitationTitle

solicitationNumber

THIS CONTRACT (the "Contract") is made this ____ day of _____, 20____ by and between _____ (the "Contractor") and the CITY OF SOUTH FULTON, GEORGIA, a political subdivision of the state of Georgia ("COSF" or the "City").

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 "Contractor" means the entity first named above whose principal business address is (Contractor's primary address), whose Federal Employer Identification Number or Social Security Number is (Contractor's FEIN), and whose COSF vendor ID number is (Number).
- 1.2 "Financial Proposal" means the Contractor's [pick one: Financial Proposal or Best and Final Offer (BAFO)] dated _____ (Financial Proposal date or BAFO date).
- 1.3 "RFP" means the Request for Proposals for solicitation Title, Solicitation # solicitation Number, and any amendments, addenda, and attachments thereto issued in writing by the City.
- 1.4 "Technical Proposal" means the Contractor's Technical Proposal dated. _____ (Technical Proposal date), as modified and supplemented by the Contractor's responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.5 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-F, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – RFP Documents, including general scope of services

Exhibit B – Technical Proposal

Exhibit C – Financial Proposal

Exhibit D – Legislation (if applicable)

Exhibit E – Insurance and Bonding Requirements/Certificate

Exhibit F – Additional Contract Documents

Exhibit G – Federal Funds Attachments (if applicable)

- 2.2 The City may, at any time, by a change order, make unilateral changes in the work within the general scope of the Contract. No other actions shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 The Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals required, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the City following any required prior approvals, including approval by the City Council, if such approval is required (the "Effective Date") and shall continue until _____ ("Initial Term").
- 3.2 In its sole discretion, the City shall have the unilateral right to extend the Contract for <<enter the number of periods >>, successive one -year renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the City shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

The total amount of payments by City under this Contract shall not exceed \$ _____ (the "NTE Amount"), which includes \$ _____ for the Initial Term [If one or more option periods exist, then include:] and \$ _____ for the Renewal Term(s).

Contractor shall notify the Contract Administrator, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the

City fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with the City to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 4.2 Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the City's receipt of a proper invoice from the Contractor.
- 4.3 In addition to any other available remedies, if, in the opinion of the City, the Contractor fails to perform in a satisfactory and timely manner, the City may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the City.
- 4.4 Payment of an invoice by the City is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the City and shall be available to the City at any time. The City shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the City, the Contractor hereby relinquishes, transfers, and assigns to the City all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the City in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Administrator, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the City hereunder and if such markings are affixed, the City shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the City to the place designated by the City.

6. Exclusive Use

- 6.1 The City shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the City shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the City.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the City or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date ("Pre-Existing Intellectual Property"). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the City to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the City or licensed by the City from third parties, including all information provided by the City to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the City under the Contract ("Deliverables"), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the City, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the City will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the City a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the City a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the City in accordance with this Contract (including throughout the duration of any payment

dispute discussions), subject to the terms and conditions contained herein, Contractor grants the City a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the City and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third-party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the City or that adversely affects the City's rights or interests, without the City's prior written consent.
- 7.4. Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the City or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the City and at no cost to the City): (a) shall procure for the City the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5. Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the City to the Contractor. Notwithstanding anything to the contrary herein, the City may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the City as well as all required City approvals.
- 7.6. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the City or any of its affiliates (or for which the City or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions, and conditions shall apply even if the City or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the City or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the City (or for which the City has received license rights) to become subject to any encumbrance or terms and conditions of any open-source license.

- 7.7 The Contractor shall report to the City, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the City's consent, any restrictive markings upon any Deliverables that are owned by the City, and if such markings are affixed, the City shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

- 8.1 All confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the City's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the City's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract.
- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any City data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Administrator. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data.
- 9.3 Protection of data and personal privacy shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of City information.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the City, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the City in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the City or that adversely affects the City's rights or interests, without the City's prior written consent.
- 10.2. The City has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the City of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting City Pre-Existing Intellectual Property, of other information considered to be the property of the City, including but not limited to City data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the City, unless prohibited by law from providing such notice. The Contractor shall promptly notify the City of such receipt providing the City with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process, or discovery request.

11. Non-Hiring of Employees

No official or employee of the City, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the City, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

- 12.1 If Contractor contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Contractor shall, without delay and within three (3) days of being aware of its circumstances giving rise to Contractor's claim, provide written notice of its claim to City. If Contractor fails to give timely notice as required by this subsection or if Contractor commences any alleged additional work without first providing notice, Contractor shall not be entitled to compensation or adjustment

for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Contractor's written notice to City is required under this subsection, Contractor shall submit a change order relating to the claim.

- 12.2 The parties are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and City each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
- 12.3 If a dispute or disagreement cannot be resolved informally, Contractor Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties exchange relevant information that will assist the parties in resolving their dispute or disagreement.
- 12.4 If City and Contractor are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternative dispute resolution.

13. Georgia Law Jurisdiction and Venue

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Georgia.
- 13.2 The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Contract will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Unauthorized Services

The Contractor acknowledges that this Contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council. Under Georgia law, Contractor is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Contractor's provision of services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides services to the City under a contract that has not received proper legislative authorization or if Contractor provides services to the City in excess of the any contractually authorized services, the City may withhold payment for any unauthorized services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized services to the City, however characterized, including, without limitation, all remedies at law or equity.

16. Non-Availability of Funding

If the City Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the City's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the City from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The City shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond or insurance 30 days prior to expiration of the current bond or insurance then in effect, or otherwise violates any provision of the Contract, the City may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the City's option, become the City's property. The City shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the City can affirmatively collect damages.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the City

shall determine that such termination is in the best interest of the City. The Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

19. Delays and Extensions of Time

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the City in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The City unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the City may determine to be appropriate for the convenience of the City.

21. Labor Trafficking Prohibitions

Pursuant to O.C.G.A. §16-5-46, Contractor agrees that its employees, directors, officers, owners, subcontractors, vendors, suppliers, agents and affiliates shall not engage in Human Trafficking including, but not limited to: (a) using forced labor, (b) engaging in misleading or fraudulent recruitment practices, (c) charging recruitment fees, (d) destroying, concealing, confiscating, or otherwise denying employee access to the employee's identification documents, (f) failing to provide an employment agreement (if required) in an employee's native tongue and prior to the employee's departure from his/her place of origin. Contractor agrees to cooperate fully with and provide reasonable access to any agency or governmental authority conducting investigations into actual or alleged violations of this section, self-report activities that are inconsistent with or otherwise violate the provisions of this section or any other applicable law or regulation.

Contractor agrees that its subcontractors, vendors, and suppliers shall create and post a formal compliance plan at (a) at any and all locations at which Contractor engages in business and/or locations at which Contractor may have employees on site and/or (b) on any website owned by or maintained for its benefit. Contractor agrees to maintain a formal compliance plan including, as appropriate an employee awareness program about United States and State of Georgia anti-trafficking policy and preventative procedures. Each contractor and subcontractor must formally certify it has a compliance plan in place, due diligence was conducted, the absence of misconduct, and that, if misconduct was observed, that appropriate remediation and referral actions were taken.

Any violation of the provisions contained herein, in whole or in part, may result in (a) suspension of this Contract and/or any other existing agreements with Contractor and/or any current or future payments or compensation required pursuant to this Contract, (b) termination of this Contract or any existing, pending or future agreements with Contractor, (c) debarment, as defined under 48 C.F.R. 9.406-2 and/or (d) any other claims, actions, remedies, judgments, fees or costs as allowed in accordance with any Applicable law, now or hereafter in effect.

22. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the City hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the City, at all reasonable times. The Contractor shall provide copies of all documents requested by the City, including, but not limited to itemized billing documentation containing the dates, hours spent, and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

23. Right to Audit

- 23.1 The City reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 23.2 Upon three (3) Business Days' notice, the City shall be provided reasonable access to Contractor's records to perform any such audits. The City may conduct these audits with any or all of its own internal resources or by securing the services of a third-party accounting or audit firm, solely at the City's election. The City may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on

behalf of the City, including, by way of example only, making records and employees available as, where, and to the extent requested by the City and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.

- 23.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the City has the right to audit such subcontractor(s).

24. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the City, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

25. Cost and Price Certification

- 25.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 25.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

26. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the City's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the City. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The City shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

27. Limitations of Liability

27.1 Contractor shall be liable for any loss or damage to the City occasioned by the acts or omissions of Contractor, its subcontractors, agents, or employees as follows:

- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 “Patents, Copyrights, Intellectual Property”** of this Contract;
- (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor’s liability shall be unlimited. Except that, if the Contract is for Information Technology all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor’s liability shall not exceed <two (2)> times the total value of the Contract or \$1,000,000, whichever is greater. This limitation of liability is per incident.
- (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.

27.2 Contractor’s indemnification obligations for Third party claims arising under Section 10 (“Indemnification”) of this Contract are included in this limitation of liability only if the City is immune from liability. Contractor’s indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the City is not immune from liability for claims arising under Section 10.

27.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

27.4 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the Section entitled "Confidential Information"; or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

28. Insurance and Bonding Requirements

Contractor shall comply with the insurance and bonding requirements set forth in the RFP and attached in Exhibit B of this Contract.

29. Prompt Pay Requirements

29.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the City at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
- (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
- (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

29.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

29.3 An act, failure to act, or decision of the City concerning a withheld payment between the Contractor and a subcontractor under this **section**, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the City and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the City.

30. Use of Estimated Quantities

Unless specifically indicated otherwise in the City’s solicitation or other controlling documents related to the Scope of Work or Services, any sample amounts provided are estimates only and the City does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

31. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the City hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the City, following which, title shall pass to the City.

32. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Contract, including services, is and shall be deemed to be “embodiments of intellectual property” for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code (“Code”) (11 U.S.C. § 365(n) (2010)). The City has the right to exercise all rights and elections under State Code and all other applicable bankruptcy, insolvency, and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the City’s rights of election, all rights and licenses granted to the City under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the City shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the City’s possession, shall be promptly delivered to the City, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

33. Illegal Immigration Reform and Enforcement Act.

For the entire Term of this Contract, Contractor must comply with the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”) (O.C.G.A. §13-10-90 *et seq.*), as it may be amended from time to time, including but not limited to, obtaining affidavits from Contractor’s subcontractors and sub-subcontractors demonstrating their participation in the E-Verify Program for the duration of their contract with Contractor. Contractor shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Contractor’s subcontractors and sub-subcontractors that perform all or part of the services in this Contract. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

34. Miscellaneous

- 34.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 34.2 This Contract is not exclusive. During the Term of this Contract, the City reserves the right to select other Contractors, vendors, and suppliers to provide goods and services similar to goods and services provided by Contractor or otherwise described in, provided for or anticipated in this Contract.
- 34.3 Contractor shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Contract without the prior written consent of City.
- 34.4 Any waiver by the Parties or failure to enforce their rights under this Contract shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Contract, and this Contract shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver

of this Contract will be binding on City unless executed in writing by the City Authorized Representative.

- 34.5 Except as otherwise provided herein, all rights and remedies under this Contract are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.
- 34.6 Contractor is an independent Contractor of City and nothing in this Contract shall be deemed to constitute Contractor and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.
- 34.7 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 34.8 This Contract is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations, or liabilities.
- 34.9 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 34.10 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

35. Contract Administrator

- 35.1 The City representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, and achieving completion of the Contract on budget, on time, and within scope. The Contract Administrator may authorize in writing one or more City representatives to act on behalf of the Contract Administrator in the performance of the Contract Administrator's responsibilities. The City may change the Contract Administrator at any time by written notice to the Contractor.

36. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the City:

With a copy to:

If to the Contractor:

(Contractor's Name)

(Contractor's primary address)

Attn: _____

SIGNATURES ON NEXT PAGE

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Contractor

City of South Fulton

By:

By:

Date

Date

City Clerk

By:

Date

Approved for form and legal sufficiency
this ____ day of _____, 20__.

City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 8:45 p.m. Request to Approve to Enter into a Contract with Blacklight Productions to provide Sound and Production Services for a Juneteenth Concert in the amount of \$30,000

DATE: May 23, 2023

SUBJECT: 8:45 p.m. Request to Approve to Enter into a Contract with Blacklight Productions to provide Sound and Production Services for a Juneteenth Concert in the amount of \$30,000

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City of South Fulton Quote-Blacklight (1)	Cover Memo	5/20/2023



QUOTE FOR SERVICES

City of South Fulton,

I have put together an official budget list to include what is needed for the Wolf Creek Amphitheater Juneteenth Event.

Included in the list below you will find my specifications on what is needed for the space. The list includes both lighting and audio components.

\$18,000 – Lighting

This includes 2 trusses moving lights, a front and back lighting package, moving lights, and profiles. Crew and electricians included.

\$12,000 – Audio

This component includes line array and subs, console, monitor mix console and stage monitors.

Grand Total for this project as proposed is **\$30,000**.

Rigging and crew overtime included in this quote.

If you have any questions or further comments, please feel free to reach out.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 8:50 p.m. Request Approval of A Resolution Authorizing The Mayor Or His Designee To Execute A Use License Agreement With Lexium Live, Inc. And IMOB, LLC For The Use Of Wolf Creek Amphitheater On July 2, 2023 For The Southern Soul Music Festival

DATE: May 23, 2023

SUBJECT: 8:50 p.m. Request Approval of A Resolution Authorizing The Mayor Or His Designee To Execute A Use License Agreement With Lexium Live, Inc. And IMOB, LLC For The Use Of Wolf Creek Amphitheater On July 2, 2023 For The Southern Soul Music Festival

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Resolution - Concert July 2 2023 Agreement	Cover Memo	5/20/2023

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A USE LICENSE AGREEMENT WITH LEXIUM LIVE, INC., AND IMOBA, LLC FOR THE USE OF WOLF CREEK AMPHITHEATER ON JULY 2, 2023, FOR THE SOUTHERN SOUL MUSIC FESTIVAL; 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 City is authorized pursuant to the City Charter Section 3.25 "[t]o exercise and enjoy all other powers, functions, rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the city";

WHEREAS, the City entered into a lease agreement with Fulton County for Wolf Creek Amphitheater that has been extended through December 1, 2023; and

WHEREAS, as a result of the lease agreement, the City is allowed to enter into a use license agreement with other entities looking to host events at the facility; and

WHEREAS, Lexium Live, Inc., and IMOBA, LLC have applied for all necessary permits and paid the required fees for the use of Wolf Creek Amphitheater for an even on July 2, 2023, known as the Southern Soul Music Festival; and

WHEREAS, this Resolution will benefit the health and general welfare of the City, its citizens and general public.

THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY RESOLVES, that the Mayor, or his designee, is authorized to execute a revocable Use License Agreement with Lexium Live, Inc., and IMOBA, LLC for the use of Wolf Creek Amphitheater on July 2, 2023, attached hereto in substantially similar form as Exhibit "A".

BE IT FURTHER RESOLVED, that the Mayor and City Council hereby approve the Special Event Permit in accordance with City Code Sec. 304.02.

BE IT FURTHER RESOLVED, that the Agreement authorizes a license for Wolf Creek Amphitheater on for the purpose of hosting an event known as the Southern Soul Music Festival.

BE IT FURTHER RESOLVED, that the City Attorney is authorized to prepare the appropriate agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that the Agreement will not become binding upon the City, and the City shall incur no obligation or liability under it, until the Agreement has been approved by the City Manager approved as to form by the City Attorney, and executed by the Mayor.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 9:00 p.m. Request Approval to enter into agreement with Osprey Management to provide facility renovation for Wolf Creek Amphitheatre upgrades to the Skybox rentals and concession stands.

DATE: May 23, 2023

SUBJECT: 9:00 p.m. Request Approval to enter into agreement with Osprey Management to provide facility renovation for Wolf Creek Amphitheatre upgrades to the Skybox rentals and concession stands.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenda Item Wolf Creek Amphitheatre Skyboxes	Cover Memo	5/20/2023

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

Work Order Signature Document**EZIQC Contract No.: GA-ST08-040820-OML**☒**New Work Order****Modify an Existing Work Order**

Work Order Number: 114796.00

Work Order Date: 03/28/2023

Work Order Title: CSF Wolf Creek Amphitheater- Sky Box Repairs

Owner Name: City of South Fulton

Contractor Name: Osprey Management LLC

Contact: Martha Anderson

Contact: Chase Fuselier III

Phone: 470-809-7300

Phone: 337.319.4666

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No GA-ST08-040820-OML.

Brief Work Order Description:

Sky box repair from pipe burst

Time of Performance*See Schedule Section of the Detailed Scope of Work***Liquidated Damages**Will apply: ☐Will not apply: ☒**Work Order Firm Fixed Price: \$115,528.33**

Owner Purchase Order Number:

Approvals_____
Owner_____
Date_____
Contractor_____
Date

Detailed Scope of Work

To: Chase Fuselier III
Osprey Management LLC
337.319.4666

From: Martha Anderson
City of South Fulton
470-809-7300

Date Printed: March 28, 2023

Work Order Number: 114796.00

Work Order Title: CSF Wolf Creek Amphitheater- Sky Box Repairs

Brief Scope: Sky box repair from pipe burst

☐

Preliminary

☐

Revised

☒

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Please see SOW and WOP for 114796.00 CSF Wolf Creek Amphitheater- Sky Box Repairs.

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: March 28, 2023
IQC Master Contract #: GA-ST08-040820-OML
Work Order Number: 114796.00
Owner PO #:
Work Order Title: CSF Wolf Creek Amphitheater- Sky Box Repairs
Contractor: Osprey Management LLC
Proposal Name: CSF Wolf Creek Combined 3/24/23
Proposal Value: \$115,528.33

01 - General Requirements	\$7,005.08
08 - Openings	\$11,095.37
09 - Finishes	\$10,999.68
10 - Specialties	\$36,244.27
22 - Plumbing	\$5,463.12
23 - Heating, Ventilating, And Air-Conditioning (HVAC)	\$36,930.66
26 - Electrical	\$7,790.16
Proposal Total	\$115,528.33

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: March 28, 2023
IQC Master Contract #: GA-ST08-040820-OML
Work Order Number: 114796.00
Owner PO #:
Work Order Title: CSF Wolf Creek Amphitheater- Sky Box Repairs
Contractor: Osprey Management LLC
Proposal Name: CSF Wolf Creek Combined 3/24/23
Proposal Value: \$115,528.33

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$3,091.62
			Installation	Quantity 2,810.56 x Unit Price 1.00 x Factor 1.1000 = Total 3,091.62	
			P and P bond		
2	01 22 20 00 0006		HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$586.59
			Installation	Quantity 10.00 x Unit Price 54.76 x Factor 1.0712 = Total 586.59	
			Removal and replacement of a plywood cabinet base bottom from water damage.		
3	01 22 20 00 0006	0001	MOD	For Foreperson, Add	\$14.68
			Installation	Quantity 5.00 x Unit Price 2.74 x Factor 1.0712 = Total 14.68	
4	01 22 23 00 0059		WK	25' Electric, Scissor Platform Lift	\$940.84
			Installation	Quantity 2.00 x Unit Price 439.15 x Factor 1.0712 = Total 940.83	
			For HVAC Installation		
5	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$346.78
			Installation	Quantity 1.00 x Unit Price 323.73 x Factor 1.0712 = Total 346.78	
			HVAC scissor lift		
6	01 74 19 00 0016		EA	40 CY Dumpster (6 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$2,024.57
			Installation	Quantity 3.00 x Unit Price 630.00 x Factor 1.0712 = Total 2,024.57	
			Dumpster for debris removal		
Subtotal for 01 - General Requirements					\$7,005.08

08 - Openings

Contractor's Price Proposal - Detail Continues..

Work Order Number: 114796.00
Work Order Title: CSF Wolf Creek Amphitheater- Sky Box Repairs

Proposal Name: CSF Wolf Creek Combined 3/24/23
Proposal Value: \$115,528.33

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
08 - Openings					
7	08 14 73 00 0044		EA	6' Wide, Two 3'-0" x 7' x 1-3/4" Thick, Hollow Core (HC), Birch Faced Wood Pocket Door	\$7,686.29
				Quantity Unit Price Factor = Total	
			Installation	3.00 x 2,351.17 x 1.0712 = 7,555.72	
			Demolition	3.00 x 40.63 x 1.0712 = 130.57	
			pocket doors		
8	08 14 73 00 0059		EA	6-9/16" Or 6-3/4" Birch Jamb Replacement For Pocket Doors	\$757.99
				Quantity Unit Price Factor = Total	
			Installation	3.00 x 235.87 x 1.0712 = 757.99	
			pocket doors		
9	08 14 73 00 0063		EA	3'-0" x 6'-8" Door Track And Hardware Replacement For Pocket Door	\$2,651.09
				Quantity Unit Price Factor = Total	
			Installation	6.00 x 412.48 x 1.0712 = 2,651.09	
			6 total doors		
Subtotal for 08 - Openings					\$11,095.37
09 - Finishes					
10	09 29 10 00 0012		SF	5/8" Type C Fire Rated Gypsum Board	\$81.24
				Quantity Unit Price Factor = Total	
			Installation	48.00 x 1.25 x 1.0712 = 64.27	
			Demolition	48.00 x 0.33 x 1.0712 = 16.97	
			three areas to demo and install 4'Hx4'W = 16SQ FT per section x 3 = 48SQ FT		
11	09 29 10 00 0012 0053		MOD	For Up To 128, Add	\$20.57
				Quantity Unit Price Factor = Total	
			Installation	48.00 x 0.40 x 1.0712 = 20.57	
12	09 29 10 00 0038		SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board	\$953.23
				Quantity Unit Price Factor = Total	
			Installation	1,977.50 x 0.45 x 1.0712 = 953.23	
			sskim the entire skybox to bring the finish level back to LVL 4 57' + 57' + 12' + 12' * 9'5"H = 1299.5SQFT 24' + 24' + 12' + 12' * 9'5"H = 678SqFT		
13	09 29 10 00 0051		LF	Corner Bead, Galvanized Steel For Gypsum Board	\$34.96
				Quantity Unit Price Factor = Total	
			Installation	12.00 x 2.16 x 1.0712 = 27.77	
			Demolition	12.00 x 0.56 x 1.0712 = 7.20	
			repairing places near pocket door jams		
14	09 30 13 00 0012		LF	6" High x 24" Long, Unpolished Ceramic Cove Base (Daltile Portfolio)	\$501.70
				Quantity Unit Price Factor = Total	
			Installation	29.00 x 14.92 x 1.0712 = 463.49	
			Demolition	29.00 x 1.23 x 1.0712 = 38.21	
			Demo and install tile base only at the pocket door bases. 4'10" per side 4'10" x 2 = 9'8" x 3 sets = 29' LF of tile base. 2 sides per pocket door 3 sets of pocket doors x		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 114796.00

Work Order Title: CSF Wolf Creek Amphitheater- Sky Box Repairs

Proposal Name: CSF Wolf Creek Combined 3/24/23

Proposal Value: \$115,528.33

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
09 - Finishes					
15	09 31 13 00 0002		SF	Thin Set - Latex Portland Cement Mortar	\$23.76
				Quantity Unit Price Factor = Total	
				Installation 14.50 x 1.06 x 1.0712 = 16.46	
				Demolition 14.50 x 0.47 x 1.0712 = 7.30	
				thinset for tile cove base around all pocket doors to match	
16	09 31 13 00 0002 0058		MOD	For Up To 50, Add	\$12.43
				Quantity Unit Price Factor = Total	
				Installation 14.50 x 0.80 x 1.0712 = 12.43	
17	09 39 00 00 0036		LF	1/2" Height, Aluminum Transition Trim For Tile (Schluter® RENO-U)	\$315.00
				Quantity Unit Price Factor = Total	
				Installation 58.00 x 5.07 x 1.0712 = 315.00	
				transitions from floor to wall tile transition trim will be installed on both sides of the base. One for the bottom and one for the top.	
				29LF x 2 = 58LF of transition trim	
18	09 51 13 00 0003		SF	2' x 2' x 3/4" Thick, Fiberglass Acoustical Ceiling Panel (Armstrong Optima® 3150)	\$512.46
				Quantity Unit Price Factor = Total	
				Installation 80.00 x 5.76 x 1.0712 = 493.61	
				Demolition 80.00 x 0.22 x 1.0712 = 18.85	
				New ceiling tile: 8 tiles in skybox 2 and 12 in skybox 1 = tiles are 2'x2' = 4SQFT per tile x 20 tiles = 80SQFT	
19	09 91 13 00 0038		SF	1 Coat Filler, Brush/Roller Work, Paint Exterior Concrete Block Walls	\$875.96
				Quantity Unit Price Factor = Total	
				Installation 1,386.00 x 0.59 x 1.0712 = 875.96	
				concession stands 14' W x 20'L x 20'L = 54'L x 12'10" H = 693SQFT of wall x 2 stands = 1386SQFT	
20	09 91 13 00 0040		SF	2 Coats Paint, Brush/Roller Work, Paint Exterior Concrete Block Walls	\$1,959.78
				Quantity Unit Price Factor = Total	
				Installation 1,386.00 x 1.32 x 1.0712 = 1,959.78	
				concession stands 14' W x 20'L x 20'L = 54'L x 12'10" H = 693SQFT of wall x 2 stands = 1386SQFT	
21	09 91 23 00 0062		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	\$1,122.70
				Quantity Unit Price Factor = Total	
				Installation 1,977.50 x 0.53 x 1.0712 = 1,122.70	
				paint the entire skybox to bring the finish level back to LVL 4	
				57' + 57' + 12' + 12' * 9'5"H = 1299.5SQFT	
				24' + 24' + 12' + 12' * 9'5"H = 678SqFT	
22	09 91 23 00 0062 0283		MOD	For >2,500 To 5,000, Deduct	-\$63.55
				Quantity Unit Price Factor = Total	
				Installation 1,977.50 x -0.03 x 1.0712 = -63.55	
23	09 91 23 00 0064		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	\$2,245.40
				Quantity Unit Price Factor = Total	
				Installation 1,977.50 x 1.06 x 1.0712 = 2,245.40	
				paint the entire skybox to bring the finish level back to LVL 4	
				57' + 57' + 12' + 12' * 9'5"H = 1299.5SQFT	
				24' + 24' + 12' + 12' * 9'5"H = 678SqFT	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 114796.00
Work Order Title: CSF Wolf Creek Amphitheater- Sky Box Repairs

Proposal Name: CSF Wolf Creek Combined 3/24/23
Proposal Value: \$115,528.33

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
09 - Finishes					
24	09 93 23 13 0008		EA	Stain Wood Door, 1 Coat Stain With Brush And Wipe Off Wood Door (Per Face)	\$997.50
				Quantity	Unit Price
			Installation	24.00 x	38.80 x
					Factor =
					Total
				Stain Pocket pocket doors	997.50
25	09 93 23 13 0008 0399		MOD	For >10 To 20, Add	\$144.48
				Quantity	Unit Price
			Installation	24.00 x	5.62 x
					Factor =
					Total
					144.48
26	09 93 23 53 0012		EA	Varnish Or Polyurethane Wood Door, 3 Coats Shellac, With Light Sanding Between Coats (Per Face)	\$1,105.48
				Quantity	Unit Price
			Installation	12.00 x	86.00 x
					Factor =
					Total
					1,105.48
				Varnish new pocket doors.	
27	09 93 23 53 0012 0399		MOD	For >10 To 20, Add	\$156.57
				Quantity	Unit Price
			Installation	12.00 x	12.18 x
					Factor =
					Total
					156.57
Subtotal for 09 - Finishes					\$10,999.68
10 - Specialties					
28	10 73 13 23 0002		SF	Canvas Awning, Waterproof Fabric Tubular Metal Framing	\$34,970.14
				Quantity	Unit Price
			Installation	672.00 x	44.45 x
					Factor =
					Total
					31,997.17
			Demolition	672.00 x	4.13 x
					Factor =
					Total
					2,972.97
				All awnings are 21'L x 8'W = 168SQ FT per Awning x 4 = 672SQFT	
29	10 73 13 23 0002 0171		MOD	For 18 Oz. Vinyl Laminated Polyester Cover, Add	\$1,274.13
				Quantity	Unit Price
			Installation	672.00 x	1.77 x
					Factor =
					Total
					1,274.13
Subtotal for 10 - Specialties					\$36,244.27
22 - Plumbing					
30	22 07 19 00 0560		LF	1/2" I.D. (5/8" Outside Diameter Pipe), 1/2" Wall Flexible Elastomeric Unicellular Insulation	\$2,635.15
				Quantity	Unit Price
			Installation	300.00 x	6.00 x
					Factor =
					Total
					1,928.16
			Demolition	300.00 x	2.20 x
					Factor =
					Total
					706.99
				Insulation for line sets	
31	22 07 19 00 0562		LF	1" I.D. (1-1/8" Outside Diameter Pipe), 1/2" Wall Flexible Elastomeric Unicellular Insulation	\$2,827.97
				Quantity	Unit Price
			Installation	300.00 x	6.54 x
					Factor =
					Total
					2,101.69
			Demolition	300.00 x	2.26 x
					Factor =
					Total
					726.27
				Insulation for line sets	
Subtotal for 22 - Plumbing					\$5,463.12

Contractor's Price Proposal - Detail Continues..

Work Order Number: 114796.00

Work Order Title: CSF Wolf Creek Amphitheater- Sky Box Repairs

Proposal Name: CSF Wolf Creek Combined 3/24/23

Proposal Value: \$115,528.33

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
23 - Heating, Ventilating, And Air-Conditioning (HVAC)					
32	23 05 29 00 0009		EA	2" Steel Clevis Hanger (Cooper B-Line B3100)	\$306.32
				Quantity Unit Price Factor = Total	
				Installation 12.00 x 17.14 x 1.0712 = 220.32	
				Demolition 12.00 x 6.69 x 1.0712 = 86.00	
				Hangers for both skybox units 4 per unit x 3 units = 12	
33	23 05 29 00 0009 0458		MOD	For Work In Restricted Working Space, Add	\$52.06
				Quantity Unit Price Factor = Total	
				Installation 12.00 x 4.05 x 1.0712 = 52.06	
				above drop ceiling	
34	23 21 29 00 0002		EA	1/150 HP, 205 GPH (Max) Automatic Shallow Pan Condensate Pump (Little Giant 1-ABS)	\$726.34
				Quantity Unit Price Factor = Total	
				Installation 3.00 x 206.23 x 1.0712 = 662.74	
				Demolition 3.00 x 19.79 x 1.0712 = 63.60	
				condensation pan pumps One for each unit	
35	23 23 16 00 0006		LF	3/8" Outside Diameter Soft Refrigeration Copper Tubing	\$1,818.90
				Quantity Unit Price Factor = Total	
				Installation 300.00 x 3.95 x 1.0712 = 1,269.37	
				Demolition 300.00 x 1.71 x 1.0712 = 549.53	
				Line sets for HVAC	
36	23 23 16 00 0010		LF	7/8" Outside Diameter Soft Refrigeration Copper Tubing	\$3,236.10
				Quantity Unit Price Factor = Total	
				Installation 300.00 x 7.86 x 1.0712 = 2,525.89	
				Demolition 300.00 x 2.21 x 1.0712 = 710.21	
				Line sets for HVAC	
37	23 81 26 13 0021		EA	24,400 BTU, 14.5 SEER, Ceiling Suspended Ductless Split System Air ConditionersIncludes indoor unit, outdoor unit, wireless thermostat and refrigerant charge.	\$16,596.06
				Quantity Unit Price Factor = Total	
				Installation 3.00 x 4,868.70 x 1.0712 = 15,646.05	
				Demolition 3.00 x 295.62 x 1.0712 = 950.00	
				2 TON Systems for sky boxes	
38	23 81 26 13 0063		LF	5/8" ID Condensate Drain Line	\$379.20
				Quantity Unit Price Factor = Total	
				Installation 150.00 x 2.36 x 1.0712 = 379.20	
				50LF per unit x 3 =150LF	
39	23 81 49 00 0004		EA	2.5 Ton, 14 SEER, Outdoor Heat Pump UnitPrecharged with refrigerant capable of charging the system with a 20' length of piping.	\$11,416.57
				Quantity Unit Price Factor = Total	
				Installation 3.00 x 3,297.59 x 1.0712 = 10,597.14	
				Demolition 3.00 x 254.99 x 1.0712 = 819.44	
				New exterior unit for the skyboxes	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 114796.00
Work Order Title: CSF Wolf Creek Amphitheater- Sky Box Repairs

Proposal Name: CSF Wolf Creek Combined 3/24/23
Proposal Value: \$115,528.33

Sect.	Item	Modifier.	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
23 - Heating, Ventilating, And Air-Conditioning (HVAC)						
40	23 81 49 00 0004	0016	For Low Ambient Protection, 0 Degree F, Add			\$1,900.78
Installation			Quantity	Unit Price	Factor	Total
			3.00 x	591.48 x	1.0712 =	1,900.78
41	23 81 49 00 0004	0020	For Winterstart Control, Add			\$498.33
Installation			Quantity	Unit Price	Factor	Total
			3.00 x	155.07 x	1.0712 =	498.33
Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC)					\$36,930.66	
26 - Electrical						
42	26 05 23 00 0016	MLF	#18/6 Conductor, Low Volt Thermostat Cable			\$108.84
Installation			Quantity	Unit Price	Factor	Total
			0.15 x	677.38 x	1.0712 =	108.84
Thermostat wiring						
43	26 05 33 13 1465	LF	1/2" Schedule 40 Polyvinyl Chloride (PVC) Conduit With Coupled End			\$420.98
Installation			Quantity	Unit Price	Factor	Total
			150.00 x	2.62 x	1.0712 =	420.98
For thermostat cable						
44	26 56 19 00 0255	EA	4' Long, 5,200 Lumens, 40 Watt, Vapor Tight Dimmable LED Fixture (Sylvania VAPOR1B/040UNVD840/48EC/GR/D)			\$7,260.34
Installation			Quantity	Unit Price	Factor	Total
			16.00 x	403.94 x	1.0712 =	6,923.21
Demolition			Quantity	Unit Price	Factor	Total
			16.00 x	19.67 x	1.0712 =	337.13
Exterior lights for the concession stand						
Subtotal for 26 - Electrical					\$7,790.16	
Proposal Total					\$115,528.33	

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Client - City of South Fulton

Detailed Scope of Work

Print Date: March 28, 2023
Work Order Number: 114796.00
Work Order Title: CSF Wolf Creek Amphitheater- Sky Box Repairs
Contractor: GA-ST08-040820-OML - Osprey Management LLC
Brief Scope: Sky box repair from pipe burst

To: Chase Fuselier III
Osprey Management LLC
337.319.4666

From: Martha Anderson
City of South Fulton
470-809-7300

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Detailed Scope:

Please see SOW and WOP for 114796.00 CSF Wolf Creek Amphitheater- Sky Box Repairs.

Owner

Date

Contractor

Date



Scope of Work

March 15, 2023

City of South Fulton Wolf Creek amphitheater.

Skybox Interior and Concession Refresh

Osprey Project Number: GA0210-132

EZIQC #: 114796.00

General

1. Summary Scope: Interior refresh of two sky-boxes and two concession stands.
2. **Project Address: 3025 Merk RD, Atlanta, GA 30349**
3. Osprey's proposal package is based on the following documents and this Scope of Work
 - a. Drawings:
 - b. Specifications: N/A
 - c. Additional Documents:
4. Submittals:
 - a. N/A

06-10-00 Carpentry

- 06.1 Demo all rotten wood under the kitchen sink.
- 06.2 Supply and install a new plywood base for the damaged area under the sink.
 - a. Seal the plywood after install or use a pressure treated board.

09-10-00 Acoustical Ceilings & Drywall

- 09.1. Demo drywall in water damaged areas each section removed and replaced should be this size 4'H x 4'W. (Three areas total)
- 09.2. Replace damaged ceiling tiles. 2x2 tiles. 9.5' H ceilings.
 - Skybox 1 and Skybox 2 No grid to be removed.
- 09.3. Supply and install 8 ceiling tiles in Skybox (2) And 12 ceiling tiles in Skybox (1).

09-60-00 Tile Floor and Walls

- 09.06. Existing tile flooring and wall tile to remain.
- 09.06. Supply and install new base around the sky-box in locations that detached from the walls from water damage.
 - Match existing.

09-90-00 Painting

- 09.8 Prep all applicable surfaces prior to painting. Fill all nail holes, scrape frames, remove flaking paint. Prepare exposed surfaces according to manufacturer's recommendations.
- 09.9 Properly protect all equipment, light fixtures, sprinkler heads, heaters, flooring, and furniture from overspray or spilled paint.
- 09.10 Supply and install Paint on walls for skybox 1 room. 2 coats paint 1 coat primer. Skybox 1 (57'L x 12'W area 9.5' H ceilings)
- 09.11 Supply and install Paint on walls for skybox 2 rooms. 2 coats paint 1 coat primer. Skybox 2 (24'L x 12'W area 9.5' Ceilings).
- 09.12 Supply and install Paint on walls in concession stand areas. That are 14'Wx20'L 12'10" high ceilings. Both concession areas are CMU block.

08-14-73 Pocket Doors

- 3.1 Demo all existing pocket doors and dispose of the materials.
- 3.2 Supply and install new pocket doors for both skyboxes.
 - a. Included all new hardware and miscellaneous materials that will be needed to install the doors.
 - i. Pull handles, stops, guide tracks.
 - b. A total of 6 sets of pocket doors will need to be removed.
 - c. 6 sets will need to installed in their place.

10-73-16 Retractable Awnings

- 10.1 Demo and dispose of 4 retractable awnings from the exterior of the skyboxes.
- 10.2 Supply and install four protective retractable awnings.
 - a. Each is 21'W two per skybox.

23-50-00 Mechanical

- 23.1 Demo existing Ceiling mounted AC units. LG 2x2 units that mount in the ceiling grid.
- 23.1 Supply and install 3 new units in like kind.
 - Both Skyboxes receive new units.

26-00-01 Electrical.

- 26.1. Demo all lighting in concession stands.
- 26.2. Supply and install LED lighting in the concession stands.
 - 8 lights per stand two total stands.
 - Surface mount to Trusses
 - 4'L x 8" W LED exterior weatherproof Lithonia Lights

Safety:

1. All work shall be performed in accordance with OSHA and EM 385-1-1 Safety Standards.

DETAILS THAT APPLY TO ALL WORK AREAS:

1. Contractor shall utilize the latest issue of the NJPA Specifications and perform all work to the latest building codes.
2. Always maintain clean work areas. Remove and dispose of all demolished materials and construction debris. Site must be cleaned every day at the completion of work. Contractor shall take extra precautions to pick up all debris, from the ground and all surrounding area, and finishing with magnetic pickup to ensure safety and cleanliness.
3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
4. Contractor shall verify all new and existing conditions and dimensions at job site prior to the start of construction and during construction.
5. The Contractor shall perform all work, make all deliveries, and have access to work areas during normal business hours, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the Owner, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense.
6. Contractor shall coordinate inspections as required.
7. Contractor shall provide a detailed schedule to submit with this proposal package.
8. Contractor shall coordinate all parking with the COSF prior to beginning work.
9. Contractor shall obtain approvals in advance for all lay down and storage areas.
10. All salvageable materials remain the property of the COSF unless otherwise agreed.
11. Contractor shall coordinate inspections as required.
12. Contractor is responsible for protection of all existing surfaces including those not in the scope of work from construction dust, debris, or damage during construction through final acceptance.
13. Final clean up and disposal: remove debris, rubbish, and waste material from the property. Upon completion of work, all construction areas shall be left clean and free from debris.
14. Prior to the commencement of work, the contractor will provide a list of all employees to the GRH. All Contractor employees, vendors, and subcontractors (i.e. anyone entering the property associated in any manner with the Contractor and/or this project) are required to have valid unexpired photo identification.
15. Closeout:
 - a. Clean entire work area.
 - b. Meet all close-out submittal requirements as identified in the contract documents.
 - c. Promptly remove from site all tools, equipment, and excess materials.
16. This proposal assumes the inclusion of partial progress payments throughout the course of construction.

EXCLUSIONS:

1. Davis-Bacon Wage Rates and/or any applicable wage rates.
2. Surveys or engineering.
3. This proposal does not include the testing or abatement of any hazardous material. The material that is being removed has not been identified as Presumed Asbestos-Containing Material
4. Mold abatement cannot be guaranteed after construction since we were unable to run complete mold or water testing before installation.
5. A moisture test is advised before and after construction to be assured that issues will not arise in the future.
6. COSF is responsible for the removing and reinstallation of the existing furniture.

PROJECT SCHEDULE:

1. **Work to be performed during normal business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.).**
2. Project construction will be scheduled upon receipt of the Purchase Order.
3. The Contractor will coordinate a specific schedule for on-site activities with the Owner's representative.

PERMITTING:

At the time of issuance of a Purchase Order for this Work, permits **are not** included or required in the Scope of Work.

COSF RESPONSIBILITIES:

1. COSF shall provide access to the worksite during specified working hours.
2. Provide staging area for equipment, vehicles and materials delivered to the site.
3. Provide location for dumpster adjacent to project site.
4. Supply prompt approval/comments on any submittals or RFI's submitted by the Contractor to GRH.
5. **Notify, coordinate, relocate and re-route all vehicles and pedestrians to accommodate progression of the work per the construction schedule.**

CONTRACT DOCUMENT ORDER OF PRECEDENCE:

Contract documents shall govern in the order first listed below:

1. This Detailed Scope of Work
 - a. Other documents referenced immediately above.
2. EZIQC master contract documents

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 9:15 p.m. Request Approval to Enter into a Contract with Massana Construction, Inc. in response to ITB # 22-106 for Bridge Repair Improvements At Various Locations in the amount of \$3,002,414 to be funded from the TSPLOST fund.

DATE: May 23, 2023

SUBJECT: 9:15 p.m. Request Approval to Enter into a Contract with Massana Construction, Inc. in response to ITB # 22-106 for Bridge Repair Improvements At Various Locations in the amount of \$3,002,414 to be funded from the TSPLOST fund.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
22-106 - FINAL (1)	Cover Memo	5/20/2023



The City of South Fulton, Georgia
Finance & Administrative Services
5440 Fulton Industrial Blvd., South Fulton, GA 30336
Phone: 470-809-7700
[Website: Finance & Administrative Services | South Fulton, GA](http://www.cityofsouthfultonga.gov)
[\(cityofsouthfultonga.gov\)](http://www.cityofsouthfultonga.gov)

Karen Slaton-Dixon

Karen Slaton-Dixon, Director

INVITATION TO BID

ITB # 22-106

BRIDGE REPAIR IMPROVEMENTS AT VARIOUS LOCATIONS

SCHEDULE OF EVENTS

DATE

Bid Release Date:	December 22, 2022
Non-Mandatory Pre-Bid Conference: A Mandatory Pre-Bid Conference will be held virtually by our staff and responsible person(s). To attend the Pre-Bid Conference, please refer to Information and Instructions to Bidders, Item # 10 for details.	January 5, 2023 10:00 A.M.
Deadline for questions: Questions must be submitted online at: https://www.bidnetdirect.com/georgia/cityofsouthfulton	January 12, 2023 3:00 P.M.
Answers will be posted by addendum at: https://www.bidnetdirect.com/georgia/cityofsouthfulton	January 19, 2023
All responses to this ITB must be submitted online at: https://www.bidnetdirect.com/georgia/cityofsouthfulton . Bidders are required to submit responses to solicitations electronically. If you need any assistance registering or using the platform, please call Bidnet Direct's Support Team at 800-835-4603 ext. 2 for assistance. To attend the Bid Opening, please refer to Information and Instructions to Bidders, Item # 9 for details.	January 26, 2023 3:00 P.M.

THIS BID SOLICITATION FORM MUST BE SIGNED AND SUBMITTED WITH BID

COMPANY NAME:		DATE:
MAILING ADDRESS:		PHONE:
CITY:		FAX:
STATE:	ZIP:	SSN OR FEDERAL TAX ID#:
EMAIL:		TITLE OF AUTHORIZED REPRESENTATIVE:
PRINTED NAME:		AUTHORIZED SIGNATURE:

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ITB # 22-106 BRIDGE REPAIR IMPROVEMENTS AT VARIOUS LOCATIONS

INFORMATION AND INSTRUCTION TO BIDDERS

1. **Invitation to Bids:** This Invitation to Bid (ITB) is for qualified Firms hereinafter referred to as Bidder ("Bidder" or "Bidders") for Bridge Repair Improvements at Various Locations. A detailed Scope of Services is set forth in this ITB.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of South Fulton Purchasing Policy, codified in Sec. 1-9001 et seq of the City of South Fulton Code of Ordinances. By submitting a Bid in reference to this solicitation, a Bidder acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this ITB by reference.
3. **Minimum Qualifications:** Each Bidder and team member shall have the minimum experience set forth in this ITB.
4. **Certificate of Authority to Transact Business in Georgia:** Each Bidder must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its bid. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
5. **Business License:** Bidder is requested to submit a copy of its current, valid business license with its Bid. If the Bidder is a Georgia corporation, Bidder is requested to submit a valid City or city business license. If Bidder is a joint venture, Bidder is requested to submit valid business licenses for each member of the joint venture. If the Bidder is not a Georgia corporation, Bidder is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
6. **General Contractor's License:** Bidders responding to this ITB must provide a copy of its current Georgia General Contractor's License as required by O.C.G.A. § 43-41-6, *et seq.* The Georgia General Contractor's License must be issued in the name of the Bidder or in the name of its qualifying agent. If a proposed Bidder is relying upon a qualifying agent's Georgia General Contractor's License, then the name of the proposed Bidder must be set forth on the license as an affiliated business organization/dependent licensee. All licenses must be current, valid, and issued in compliance with applicable law. Failure to provide this license with the Bid may result in the proposed Bid being deemed non-responsive.
7. **Professional License:** Bidder must attach a copy any professional license required by this ITB with its response.

8. **No Offer by City and Firm Offer by Bidder:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Bidder to form a Contract. This solicitation is only an invitation for offers from interested Bidders and no offer shall bind City. A Bidder's offer is a firm offer and may not be withdrawn except as provided in this ITB, and in the City's Code of Ordinances and other applicable law.

9. **Bid Duration:** Bids submitted in response to this ITB must be valid for a period of Ninety (90) calendar days from the Bid Submission Deadline and must be marked as such.

10. **Bid Submission Deadline:** Responses to this ITB will be accepted online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton> on **Thursday, January 26, 2023, by 3:00 P.M. Eastern Time (ET)**. To attend the Bid Opening, please access Microsoft Teams via the app or on the web by utilizing the below information:

Meeting ID: 276 649 437 205

Passcode: p9JynY

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 470-582-0113,,782852982#](#) United States, Atlanta

Phone Conference ID: 782 852 982#

[Find a local number](#) | [Reset PIN](#)

11. **Non-Mandatory Pre-Bid Conference:** A Non-Mandatory Pre-Bid Conference has been scheduled for **Thursday, January 5, 2023, at 10:00 A.M., ET.**, and will be hosted virtually by our staff and responsible person(s). To attend the Pre-Bid Conference, please access Microsoft Teams via the app or on the web by utilizing the below information:

Meeting ID: 258 492 238 951

Passcode: ZLvA2k

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 470-582-0113,,989159654#](#) United States, Atlanta

Phone Conference ID: 989 159 654#

[Find a local number](#) | [Reset PIN](#)

Attendance at the Pre-Bid Conference is non-mandatory for Bidders responding to this ITB. During the Pre-Bid Conference, the general requirements of the project will be discussed. Any questions during the Pre-Bid Conference will not be authoritative. Each Bidder must be fully informed regarding all existing and expected conditions and matters, which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stating or discussed during the court of this Pre-Bid conference shall be considered to modify, alter, or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.

12. **Solicitation Questions/Prohibited Contacts:** Any questions and communications regarding this ITB shall be submitted in writing by logging into <https://www.bidnetdirect.com/georgia/cityofsouthfulton> on or before **Wednesday, December 21, 2022 by 3:00 P.M. ET.** Questions received after the designated period may not be considered. Any response made by the City will be posted online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton> by addendum. No Bidder may rely on any verbal response to any question submitted concerning this ITB.
13. **All Bidders, and/or representatives of Bidders, seeking an award of a City of South Fulton Contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative other than the Department of Finance & Administrative Services employee named in the solicitation,** between the date of the issuance of the solicitation and the date of the final Contract award by City Council, unless specified otherwise herein. **Attempting to influence the outcome of any given Contract prior to a recommendation of award to the City Council is strictly prohibited.** The Director of Finance & Administrative Services will review alleged violations of this prohibition. If the Director of Finance & Administrative Services determines that such a communication has compromised the competitive process, the Bid submitted by that Bidder may be disqualified from consideration for award, and that Bidder may, among other things, be placed on the ineligible source list. Violations of this prohibition may also be subject to prosecution under federal, state, or local laws. City of South Fulton employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain unfair advantage in a procurement competition, and as outlined in Sec. 1-9004 (d) of the City of South Fulton Code of Ordinances **and all other applicable policies.**
14. **Ownership of Bids:** Each Bid submitted to the City will become the property of the City, without compensation to a Bidder, for the City's use, in its discretion. The City shall not be liable for any bid preparation costs incurred by Bidders.
15. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]".
16. **Bonding and Insurance Requirements:** The Bonding and Insurance requirements for any Contract that may be awarded pursuant to this ITB are set forth in Appendix A: Bonding and Insurance Requirements. Bidder must provide

a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Bidder, if any. For purposes of this section, "Bidder" shall mean an individual, corporation or other corporate entity submitting a Bid in connection with this solicitation, including each Joint Venture partner if Bidder is a Joint Venture.

- 17. Sub-Consultants and Manufacturers:** Bidders are required to submit, in writing, the addresses of any proposed Sub-Consultants or equipment manufacturers listed in the Bid and may be required to submit other material information relative to proposed Sub-Consultants. The City reserves the right to disapprove any proposed Sub-consultants whose technical or financial ability, or resources, or experience are deemed inadequate.

18. Examination of Bid Documents:

- 18.1** Each Bidder is responsible for examining with appropriate care the complete ITB and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Bidder, who is deemed to have included all costs for performance of the Services in its Bid.
- 18.2** Each Bidder shall promptly notify the City in writing should the Bidder find discrepancies, errors, ambiguities or omissions in the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the ITB. Replies to such notices may be made in the form of an addendum to the ITB, which will be issued simultaneously to all potential Bidders. No oral responses are binding on the City.
- 18.3** The City may in accordance with applicable law, by Addendum, modify any provision or part of the ITB at any time prior to the Bid due date and time.
- 18.4** Each Bidder must confirm all Addenda has been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.
- 18.5** The City may waive any technicalities and formalities in this solicitation. Additionally, the City reserves the right to cancel the ITB in its entirety.
- 18.6** The City of South Fulton may disqualify Bids as a result of, but not necessarily limited to, the following reasons:
- 18.6.1** Failure to follow the City of South Fulton's Bid schedule;
 - 18.6.2** Failure to return applicable compliance and/or specification sheets;
 - 18.6.3** Failure to return applicable addenda;
 - 18.6.4** Failure to provide information on alternates or equivalents, when allowed;

- 18.6.5** Failure to provide bid bond when specifically stated will result in automatic rejection;
- 18.6.6** Failure of bidder to sign all requested documents;
- 18.6.7** Failure to submit Bid by deadline;
- 18.6.8** Failure of Contractor to extend prices;
- 18.6.9** Failure to hold firm pricing;
- 18.6.10** Failure to meet specified delivery requirements;
- 18.6.11** Prices for services or items that exceeds the department's budgeted amount allowed for those items;
- 18.6.12** A bid submitted by a Person on the Ineligible Source List;
- 18.6.13** A bid which is non-responsive; and/or
- 18.6.14** A bid submitted by a Person who has litigation pending against the City, or anyone representing a firm or business in litigation against the City, not arising out of the procurement process.

- 19. Award and Execution of Contract:** If the City awards a Contract pursuant to this solicitation, the City will prepare and forward to the Bidder a Contract for execution substantially in the form of the Draft Contract included in this ITB. Changes may be made to reflect the Bidder's Bid, Scope of Services, and Cost Bid Forms. All Bidders should thoroughly review the Draft Contract prior to submitting a Bid. Any proposed revisions to the terms or language of the Draft Contract must be submitted in writing with the Bidder's response to the ITB. Since the proposed revisions may result in a Bid being rejected if the revisions are unacceptable to the City, Bidder should review any proposed revisions with an Authorized Representative having the authority to execute the Contract. Upon approval of the Bidder by the City of South Fulton City Council, the City will provide the Bidder with three (3) unsigned Contracts. The Bidder shall execute and return the three (3) Contracts, with required insurance certificates and other documents as listed in this ITB or required by the City, within no more than ten (10) calendar days from receipt of the agreements.
- 20. Illegal Immigration Reform and Enforcement Act:** This ITB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (**Act**), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Bidder must provide with its Bid proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms attached herein as Form F6.6 and F6.7, Appendix B: Required Form Submittals must be submitted with the Bid at the time of submission. Under State Law, the City cannot consider any Bid which does not include the completed F6.6 form. Where the business structure of a Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bidder itself. Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising the corporate entity must submit a separate Contractor

Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Bidders intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this ITB.

21. **Multiple Awards:** The City reserves, in its sole discretion, the right to make one (1) award, no award, or award to multiple Bidders. The award(s) will be based on the Bid in its entirety or by components.
22. **Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this ITB.
23. **Conflict of Interest:** Bidders are advised to read and familiarize themselves with the conflict of interest provisions of this ITB. The City reserves the right to issue ITBs for specific projects that are independent of ITB # 22-106 Bridge Repair Improvements at Various Locations. Except as stated in this ITB these Instructions, and the Notice to Bidders concerning Conflicts of Interests, successful Bidders under this ITB are not precluded from responding to such solicitations.
24. **Tax Exemption Status:** The City is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by the City of South Fulton. Exemption certificates furnished upon request.
25. **Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the Contract throughout and will be deemed to be included in the Contract the same as though herein written out in full.
26. **TITLE VI SOLICITATION NOTICE -** The City of South Fulton, GA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations (28 CFR Part 42), hereby notifies all bidders or offerors that it will affirmatively ensure that for any Contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a full and fair opportunity to submit bids in response to this invitation and will not be, on the grounds of race, color, or national origin, excluded from participation in, denied the benefits of, or subject to discrimination in consideration for an award for any program or activity that receives Federal funds or other Federal financial assistance.

ITB # 22-106 BRIDGE REPAIR IMPROVEMENTS AT VARIOUS LOCATIONS

SUBMITTAL CHECKLIST

1. Please use the following checklist to verify that all required information is included in your bid.
2. It is the sole responsibility of each Bidder to ensure that their bid is inclusive of all Submittals outlined below or elsewhere in this ITB.
3. **Failure to submit any of the items below may cause rejection of the Bid.**
4. Bidders are required to submit responses to solicitations electronically online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton>. The City will not consider any bid that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).

REQUIRED DOCUMENTATION

INITIAL IF INCLUDED

- | | |
|--|-------|
| 1. BID SOLICITATION FORM | _____ |
| 2. ENTIRE BID | _____ |
| 3. SUBMITTAL CHECKLIST (THIS FORM) | _____ |
| 3. ADDENDA (IF APPLICABLE) | _____ |
| 4. ENTIRE BID | _____ |
| 5. BID COST (ATTACHMENT B) | _____ |
| 6. REQUIRED FORM SUBMITTALS (APPENDIX B) | _____ |
| F6.1 W-9 FORM | _____ |
| F6.2 NON-CONFLICT OF INTEREST | _____ |
| F6.3 NON -COLLUSION AFFIDAVIT | _____ |
| F6.4 BUSINESS ENTITY CERTIFICATE | _____ |
| F6.5 CERTIFICATE OF AUTHORITY-JOINT VENTURE | _____ |
| F6.6 ILLEGAL IMMIGRATION REFORM AND
ENFORCEMENT ACT – CONTRACTOR AFFIDAVIT | _____ |
| F6.7 ILLEGAL IMMIGRATION REFORM AND
ENFORCEMENT ACT- SUBCONTRACTOR AFFIDAVIT | _____ |
| F6.8 SUBCONTRACTOR INFORMATION FORM | _____ |
| F6.9 ACKNOWLEDGEMENT OF BIDDER | _____ |
| F6.10 REFERENCE AND RELEASE FORM | _____ |
| F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS | _____ |
| F6.12 EXCEPTIONS FORM | _____ |
| F6.13 CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST
FOR DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK | _____ |
| F6.14 DEBARMENT FORM | _____ |
| 7. BUSINESS LICENSE | _____ |
| 8. PROFESSIONAL LICENSE | _____ |
| 9. BID BOND | _____ |

_____ Printed Name	_____ Title	_____ Date
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_____ Signature	_____ Firm Name
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_____ Email Address	_____ Phone Number
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ITB # 22-106 BRIDGE REPAIR IMPROVEMENTS AT VARIOUS LOCATIONS

1. INTRODUCTION

The City is soliciting Bids from interested and qualified firm for Bridge Repair Improvements at Various Locations.

1.1 INTENT TO AWARD

The City intends to award to the responsible Bidder(s) who has submitted the lowest cost responsive bid(s) or whose bid represents the best value to the City; however, the City reserves the right to make one (1) award, multiple awards, awards based on lowest unit cost, or no award for ITB # 22-106 Bridge Repair Improvements at Various Locations. Additionally, the City reserves the right to cancel the solicitation.

1.1.1 Responsibility - The determination of the Bidder's responsibility will be made by the City based on whether the Bidder meets the following minimum standard requirements:

- 1.2.1.1** Has the appropriate and adequate technical experience required;
- 1.2.1.2** Has adequate personnel and equipment to perform the work expeditiously;
- 1.2.1.3** Ability to comply with the required or proposed delivery and installation schedule;
- 1.2.1.4** Has a satisfactory record of performance;
- 1.2.1.5** The ability of Bidder to provide future maintenance and/or service;
- 1.2.1.6** Has adequate financial means to meet obligations incidental to the work; and
- 1.2.1.7** Such other factors the City deems to be pertinent to either the Bid or the Contract.

1.2.2 Responsiveness - The determination of the Bidder's responsiveness will be made by the City based on a consideration of whether the Bidder has submitted complete Bid documents meeting ITB requirements without irregularities, exclusions, special conditions, or alternative bids for any item unless specifically requested in the ITB.

1.2 TERM OF CONTRACT

The Contract shall be for one (1) year and the Bidder will mobilize with sufficient forces such that all Work is completed within one-hundred twenty (120) days from and including the effective date on the Notice to Proceed (NTP).

1.3 SUB-CONSULTANTS AND SUB-CONTRACTORS

- 1.3.1** Bidder must ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this ITB are met. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this ITB, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Bidder must not furnish any statement, representation, or certification in connection with Sub-Consultants or Sub-Contractors that is materially false, deceptive, incorrect or incomplete. Failure of the Bidder to provide information concerning the responsibility of any Sub-Consultant or Sub-Contractor may result in a finding that the Bidder is not responsible.
- 1.3.2** All proposed Sub-Consultants and Sub-Contractors must be listed in the Bidder's response. Bidder must ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate facilities, finances and business systems to perform the scope of services. The City reserves the right to approve all Sub-Contractors and Sub-Consultants.
- 1.3.3** Bidder must have the responsibility of verifying the existence, authenticity and dates of expiration of all licenses required by all Sub-Consultants and Sub-Contractors engaged in the work of this ITB. The lack of a valid license from the Bidder or any Sub-Consultant or Sub-Contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Bidder, and the removal of any unlicensed entity from the project. In the event Bidder, a Sub-Consultant or Sub-Contractor is required to be licensed or certified as a condition precedent to providing goods or services under this ITB, the revocation or loss of such license or certification may result in immediate termination of the Bidder's Contract effective as of the date on which the license or certification is no longer in effect.
- 1.3.4** All Sub-Consultants and Sub-Contractors must be approved by the City prior to performing. Bidder must receive written permission to add Sub-Consultants or Sub-Contractors not initially submitted with Bidder's response. Sub-Consultants and Sub-Contractors shall not subcontract any portion of their work pursuant to this ITB without the written consent

of the City. Failure of the Bidder to obtain from the City prior approval of each Sub-Consultant or Sub-Contractor performing work on the project may result in suspension of work by that Sub-Contractor, removal of work performed by unapproved Sub-Contractor(s) and all permissible sanctions against the Bidder.

2. SCOPE OF SERVICES

The Bidder shall provide Bridge Repair Improvements as specified in this ITB, Attachment A: Scope of Services (SOS), Exhibits A - C and any additional drawings, specifications, general requirements, project specific special provisions, special conditions or other Contract document attached hereto and incorporated herein by reference.

3. MINIMUM REQUIREMENTS

- 3.1** The Bidder must be prequalified with Georgia Department of Transportation (GDOT) as a Contractor or registered as a Sub-Contractor and have three (3) verifiable years of experience in construction and maintenance of similar bridge and/or culvert projects in accordance with these specifications. All Sub-Contractor(s) proposed for this Project are also required to be prequalified with GDOT as a Sub-Contractor(s).
- 3.2** The Bidder's Project supervisor shall have a minimum of one (1) year of experience directly related to work site traffic control and be certified by the American Traffic Safety Services Association as a worksite traffic control supervisor.
- 3.3** The Bidder must have an inspector who meets the requirements of a, "Certified Person" by the Georgia Soil and Water Conservation Commission (GSWCC) (Fundamentals Seminar Level IA) assigned to the project.

4. STANDARD CITY CONTRACT

The Draft Contract attached hereto as Attachment C, is a standard City document which should be thoroughly reviewed by all Bidders prior to submitting a bid. Refer to Information and Instructions to Bidders, Award and Execution of Contract in this ITB. Modifications or additions to the City's Standard Contract will not be entertained after award.

APPENDIX A BONDING AND INSURANCE REQUIREMENTS

APPENDIX A BONDING AND INSURANCE REQUIREMENTS

A. Bonding Requirements

1. Whenever a bond is provided, it shall be executed by a Surety licensed to write surety insurance in the State of Georgia and the attached Bond Forms shall be utilized.
2. All Bidders , Performance Bond and a Payment Bond, post a Bid Bond of five percent (5%) of the bid price, a Payment Bond of one hundred ten percent (110%) of the bid price and a Performance Bond of one hundred percent (100%) of the bid price, for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of the resulting Contract, in accordance with the applicable provisions of Georgia state law, including but not limited to O.C.G.A. § 13-10-1 and § 36-91-21 et seq. The life of these bonds shall extend through the life of the Contract including a sixty- (60) day maintenance period (where applicable) and a twelve-month (12) guarantee period after the completion of Work performed under the resulting Contract.
3. It is further agreed between the parties, hereto that if at any time after the execution of the Contract and the surety bonds, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its sole expense and within ten (10) days after the receipt of notice from the City to do so, furnish additional bond or bonds in such form

B. Insurance Requirements

1. 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

2. Commercial General Liability Insurance

2.1 \$1,000,000 limit of liability per occurrence for bodily injury and property damage

2.2 Separate Owner's and Contractor's Protective policy with City of South Fulton (and any applicable authority) as Named Insured

2.3 The following additional coverages must apply:

- 2.3.1** 1986 (or later) ISO Commercial General Liability Form
- 2.3.2** Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
- 2.3.3** Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
- 2.3.4** Blanket Contractual Liability
- 2.3.5** Broad Form Property Damage
- 2.3.6** Severability of Interest
- 2.3.7** Underground, explosion, and collapse coverage
- 2.3.8** Personal Injury (deleting both Contractual and employee exclusions)
- 2.3.9** Incidental Medical Malpractice
- 2.3.10** Hostile Fire Pollution Wording

3. Auto Liability Insurance

- 3.1** \$2,000,000 limit of liability per occurrence for bodily injury and property damage.
- 3.2** Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles.
- 3.3** Additional Insured Endorsement.
- 3.4** Contractual Liability.

4. Umbrella Liability Insurance - Minimum \$5,000,000 limit of liability

(Higher limit may be required depending on the extent of Contract)

- 4.1** The following additional coverages must apply
 - 4.1.1** Additional Insured Endorsement
 - 4.1.2** Concurrency of Effective Dates with Primary
 - 4.1.3** Blanket Contractual Liability
 - 4.1.4** Drop Down Feature
 - 4.1.5** Care, Custody, and Control - Follow Form Primary
 - 4.1.6** Aggregates: Apply Where Applicable in Primary
 - 4.1.7** Umbrella Policy must be as broad as the primary policy

5. City of South Fulton (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies and noted accordingly on the Certificate of Insurance.
6. The cancellation provision should provide 30 days' notice of cancellation.
7. Certificate Holder shall read:

City of South Fulton
5440 Fulton Industrial Blvd. SW
Atlanta, GA 30336
8. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.
9. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/Contract by project name and project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the City to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.

14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to City of South Fulton as to form and content has been filed with City of South Fulton. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
15. The Contractor shall agree to waive all rights of subrogation against the City, Council Members, its officers, officials, employees, and volunteers from losses arising from work performed by the Contractor for the City.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The city will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the Contractor or their insurer relating to a City project will be made available to the City upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the Contractors' industry.

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BID BOND

"City:" means City of South Fulton Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means **ITB #22-106: BRIDGE REPAIR IMPROVEMENT AT VARIOUS LOCATIONS**

"Principal:" (Legal Name and Business Address), [Insert Name of Provider
(hereinafter called the "Principal")]

Type of Organization ("X" one): _____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address)

duly authorized by the
Commissioner of Insurance of the
State of Georgia to transact surety
business in the State of Georgia.

"Obligee" (Legal Name and Business Address)

City of South Fulton, Georgia
5440 Fulton Industrial Blvd. SW.
Atlanta, GA 3033

"Penal Sum." [5% of bid amount] _____
in lawful money of the United States, for the payment of which sum will and truly to be
made, we bind ourselves, our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted, to City of South Fulton, Georgia, a bid for
furnishing materials, labor and equipment for the project.

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Bid.

NOW, THEREFORE, the conditions of this obligation are such that if the bid be accepted, the Principal shall within (10) ten calendar days after receipt of notification of the acceptance, execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth in the form and manner required by City of South Fulton, and execute a sufficient and satisfactory Performance Bond payable to the City of South Fulton in an amount of 100% of the total Contract Price and Payment Bond payable to the City of South Fulton in an amount of 110% of the total Contract Price, in form and with security satisfactory to said City of South Fulton, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to City of South Fulton, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this_____ day of_____.

PRINCIPAL:_____

By: _____
President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY:_____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

Secretary/Assistant Secretary (Seal)

PERFORMANCE BOND

"City:" means City of South Fulton Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means **ITB #22-106: BRIDGE REPAIR IMPROVEMENTS AT VARIOUS LOCATIONS**

"Principal:" (Legal Name and Business Address), [Insert Name of Provider
(hereinafter called the "Principal")]

Type of Organization ("X" one): _____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address)

duly authorized by the
Commissioner of Insurance of the
State of Georgia to transact surety
business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated _____ day of _____, 20_____, regarding performance of Work relative to the Project.

"Penal Sum:" [100% of Contract amount] _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction -type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction -Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Provider under the Contract, and any amendments thereto, less the amount paid by the Owner to the Provider; or, at the sole option of the Owner, and
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including

reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq. and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this_____ day of_____.

PRINCIPAL:_____

By: _____
President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY:_____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

Secretary/Assistant Secretary (Seal)

PAYMENT BOND

"City:" means City of South Fulton Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means **ITB #22-106: BRIDGE REPAIR IMPROVEMENTS AT VARIOUS LOCATIONS**

"Principal:" (Legal Name and Business Address), [Insert Name of Provider
(hereinafter called the "Principal")]

Type of Organization ("X" one): _____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address)

duly authorized by the
Commissioner of Insurance of the
State of Georgia to transact surety
business in the State of Georgia.

"Contract:" Agreement between Principal and Owner, dated _____ day of _____, 20_____, regarding performance of Work relative to the Project.

"Penal Sum:" [110% of Contract amount] _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the Owner in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall

promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of Contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1 and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this _____ day of _____.

PRINCIPAL: _____

By:

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

Secretary/Assistant Secretary (Seal)

APPENDIX B REQUIRED FORM SUBMITTALS

F6.1 W-9 FORM

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ _____

☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ _____

Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-436-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

F6.2 NON-CONFLICT OF INTEREST

By submitting a bid in response to this solicitation, Bidder represents that in the preparation and submission of its bid, said Bidder did not either directly or indirectly, enter into any combination or arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid or bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Bidder certifies that to the best of its knowledge, no circumstances exist which shall cause a conflict of interest in performing services for the City of South Fulton, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this Invitation to Bids.

Signature: _____

Type Name: _____

Title: _____

Firm: _____

F6.3 NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____, in the County of _____, and the State of _____, of full age, being duly sworn according to law on my oath depose and say that: I am _____ of the firm of _____.

The Bidder making the Bid for the above named Contract, and that I executed the said Bid with full authority so to do; that said Bidder has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the City of South Fulton relied upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

(Name of Bidder)

(Signature of Bidder)

Subscribed and sworn to before me

This _____ day of _____, 20____.

(Signature of Notary Public)

Notary Public of _____

My Commission expires _____, 20____

F6.4 BUSINESS ENTITY CERTIFICATE

(a) CORPORATE CERTIFICATE

I, _____, certify that I am the
_____ of the Corporation named as Bidder herein, same
(title)

being organized and incorporated to do business under the laws of the State of
_____; that _____ who executed this Bid on
behalf of the Bidder was, then and there, _____ and
(title)

that said Bid was duly signed by said officer for and on behalf of said corporation, pursuant
to the authority of its governing body and within the scope of its corporate powers.

This ____ day of _____, 20 ____.

(Printed Name)

(Signature)

(Corporate Seal must be affixed above)

(b) PARTNERSHIP, LLC AND OTHER ENTITIES

I, _____, certify that I am authorized to sign to
commit _____ named a Bidder in the foregoing Bid. That said
company is formed under the laws of the State of _____.

This ____ day of _____, 20 ____.

(Printed Name)

(Signature)

F6.5 CERTIFICATE OF AUTHORITY – JOINT VENTURE

(Separate Certificate to be submitted by each joint venture partner)

I, _____, (1) certify that:

- 1 I am the _____ (2) of _____, (3) (hereinafter “Venturer”);
- 2 Venturer is a partner and participation in the joint venture having submitted the Request for Proposal or Invitation to Bid No. _____ for

(Insert Project Name);
- 3 Venturer is organized and incorporated to do business under the laws of the State of _____; and
- 4 Said Request for Proposal or Invitation to Bid No. _____ was duly signed by said officer for and on behalf of said Venturer and the Bidder pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is a LLP of Venturer).
2. Title of person executing Certification.
3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE BID.

F6.6 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance for services on behalf of City of South Fulton (name of public employer), has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract period and the undersigned Contractor will Contract for the physical performance of services in satisfaction of such Contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

ITB # 22-106 Bridge Repair Improvements at Various Locations
Name of Project

City of South Fulton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the ____ day of _____, 20____.

Notary public

My Commission Expires: _____

F6.7 ILLEGAL IMMIGRATION AND ENFORCEMENT ACT
SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a Contract with (_____) (name of contractor) on behalf of the City of South Fulton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the Contract period and the undersigned subcontractor will Contract for the physical performance of services in satisfaction of such Contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Contractor

ITB # 22-106 Bridge Repair Improvements at Various Locations
Name of Project

City of South Fulton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20__ in _____ (County), _____ (State)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this _____, day of _____, 20__.

Notary Public (Seal)

My Commission Expires: _____

F6.8 SUB-CONTRACTOR INFORMATION FORM

The Bidder shall identify all proposed Sub-Contractors who shall be performing work under the proposed Contract. The Bidder certifies that the following individuals, firms or businesses must be hired or awarded subcontracts for the indicated portions of the work in the event that the Bidder is awarded a Contract.

Please list all proposed Sub-Contractors below:

1. TYPE OF WORK: _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

2. TYPE OF WORK: _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

3. TYPE OF WORK: _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

4. TYPE OF WORK: _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

(Make additional copies as necessary)

F6.9 ACKNOWLEDGEMENT OF BIDDER

STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing bid submitted by _____ hereafter called "Bidder" is duly authorized agent of said company and that the person signing said bid has been duly authorized to execute the same. Bidder affirms that it is duly authorized to execute this Bid, that this company, corporation, firm, partnership or individual has not prepared its bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

The undersigned certifies that the proposed costs contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Invitation to Bid.

Bidder Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

Sworn to and subscribed before me this _____ day of _____ 20____.

Notary Public in and for the State of ____

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY BIDDER'S RESPONSE)

F6.10 REFERENCE AND RELEASE FORM

List at least four (4) references for the Prime Bidder and each proposed subcontractor using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Bidder's experience and ability to perform the type of services listed in the ITB.

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of the ITB.

Signed _____ Title _____
(Authorized Signature)

Company Name _____ ☐ Bidder ☐ Subcontractor

Date _____

F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I _____, as an authorized agent of _____ shall comply completely and promptly with all insurance requirements contained in the City's Invitation to Bid # 22-106 Bridge Repair Improvements at Various Locations pertaining to insurance and/or bonding.

Bidder understands that it is required to share the City's insurance and/or bonding requirements with the appropriate surety company(s) and/or insurance brokers, agents, underwriters, etc. prior to any award of a Contract and to take all necessary steps to ensure compliance with the applicable bonding, insurance and endorsement requirements without delay. **Bidder understands, acknowledges and agrees that its failure to fully comply with these requirements within five (5) days and no more than ten (10) days of the date Bidder receives a final Contract from the City, may result in the forfeiture of the bid guarantee submitted with its bid and/or the disqualification of Bidder from further consideration for the Contract.**

By executing this Acknowledgement of Insurance Requirements, I represent that I am authorized to make the representations contained herein on behalf of _____. Further by signing below, I represent that _____ understands and agrees to unconditionally comply with all requirements related to bonding and insurance contained in the City's Contract attached hereto as Appendix A.

Date: _____, 20____.

Corporate Bidder

Signature

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

Non-Corporate Bidder

Signature

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

F6.12 EXCEPTIONS FORM

If there are, any exception(s) or clarification(s) taken to the ITB use this form to list description and page number to which you are taking an exception. ANY exception(s) to the ITB shall be explained in full. No exceptions shall be taken to the City's insurance or indemnification provisions. City of South Fulton will determine the Bidder's compliance with the Bid requirements based on the information submitted and its exceptions to the ITB. Attach additional pages if more space is needed.

[illegible]

F6.13 CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST FOR DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK

Certification of Absence of Conflict of Interest
For Development of Specifications or Scope of Work

*Required for each Contract or arrangement to prepare or develop specifications or
requirements
(O.C.G.A. § 36-80-28)*

The undersigned Bidder, who is entering into a Contract or arrangement with (City of South Fulton, Georgia) to prepare or develop specifications or requirements for an Invitation to Bids, request for proposal, purchase order, or any other type of solicitation for said (City of South Fulton, Georgia) certifies that:

1. The Bidder shall avoid any appearance of impropriety and shall follow all policies and procedures of (City of South Fulton, Georgia) as may be related to the project.
2. The Bidder discloses below any material transaction or relationship currently known to Bidder that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Bidder, or the Bidder's employees, agents or subsidiaries (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

3. The Bidder shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Contract or arrangement.
4. The Bidder acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to the (City of South Fulton, Georgia) entitling (City of South Fulton, Georgia) to seek injunctive relief in addition to all other legal remedies.

Signature of Bidder's Authorized Official

Printed Name & Title of Authorized Official

Date

F6.14 CERTIFICATION OF DISQUALIFICATION OR REMOVAL

The undersigned Bidder/Bidder declares that the applying organization has not been debarred, disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of violations of law or safety regulation.

I, _____, authorized agent of _____
(Name of Organization)

Hereby certify, under penalty of perjury under the laws of the State of Georgia, that the organization has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violations of law or a safety regulation.

Bidder/Bidder Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

Sworn to and subscribed before me this _____ day of _____
20____.

Notary Public in and for the State of _____
(Seal)

ATTACHMENT A SCOPE OF SERVICES

ATTACHMENT A SCOPE OF SERVICES

Bidder shall furnish all things necessary to provide Bridge Repair Improvements at Various Locations including, but not limited to labor, tools, equipment, transportation, supervision, administrative cost (direct and indirect) and all efforts necessary to perform and complete the specifications herein this ITB.

1. GENERAL

- 1.1 The Scope of Services includes the repair of thirty-five (35) bridges and culverts at various locations throughout the City.
- 1.2 Single lane closures are allowed daily between the hours of 9:00 am - 4:00 pm Monday through Friday.
- 1.3 These bridges have been inspected by the Georgia Department of Transportation Bridge Division in 2022. A punch list of repair items were established that the city is obligated to address. The punch list is outlined below:

	008 - Bridge Serial Number	007B - Facility Carried by Structure	006A - Features Intersected	Activity Name	Location	Comments
1	121-0090-0	CASCADE ROAD	CSX RAILROAD	000 - BRIDGE PAINTING (Not performed by Highway Maintenance, used by Bridge Mntce)	Bearings	Clean and paint bearings
				800 - BRIDGE JOINT SEALING	All joints.	1. Repair the armored plate at joint 1. 2. Clean and seal all joints.
				810 - DECK REPAIR	Deck	1. Repair spalling in the deck. 2. Seal cracking.
				830 - REP MAIN STRUCT MEMBERS	Substructure Units	1. Repair undermining as needed. 2. Patch the expose steel.
2	121-0091-0	CASCADE ROAD	SOUTH UTOY CREEK	000 - BRIDGE PAINTING (Not performed by Highway Maintenance, used by Bridge Mntce)	All piles.	Clean and paint all piles.
				800 - BRIDGE JOINT SEALING	All joints.	Clean and seal all joints.
				830 - REP MAIN STRUCT MEMBERS	Bent 2	Repair exposed steel in cap

				845 - OTHER BRIDGE MAINT	Under structure	1. Remove tree from waterline. 2. Clean up around abutment 1.
3	121-0272-0	BUTNER ROAD	CAMP CREEK TRIB	550 - EROSION CONTROL	shoulder	fill void
				550 - EROSION CONTROL	stream bank	stabilize stream bank
				821 - CULVERT REPAIR	Barrel	Seal cracking
				845 - OTHER BRIDGE MAINT	inlet and outlet	Repair scour
4	121-0273-0	BUTNER ROAD	WOLF CREEK	821 - CULVERT REPAIR	Culvert	Seal cracking as needed
				845 - OTHER BRIDGE MAINT	Inlet end.	Remove beaver dam.
5	121-0277-0	FLAT SHOALS ROAD	MORNING CREEK	845 - OTHER BRIDGE MAINT	Barrel 1	Clean out barrel 1.
6	121-0295-0	BETHSAIDA ROAD	MORNING CREEK	825 - PILE REPAIR/RELATED REP	Bent 3.	Extend encasements on piles.
				830 - REP MAIN STRUCT MEMBERS	All spans	Repair spalling and exposed rebar
				830 - REP MAIN STRUCT MEMBERS	Waffle panels.	Replace all missing nuts in the waffle panels.
				845 - OTHER BRIDGE MAINT	Rear and forward	1. Level rear and forward approach roadway. 2. Repair strap on water utility.
				SIGN MAINTENANCE	Forward posting.	Repair sign.
7	121-0369-0	FLAT SHOALS ROAD	MORNING CREEK TRIB	845 - OTHER BRIDGE MAINT	Inlet and outlet end.	Remove drift/repair scour
8	121-5051-0	SHORT ROAD	PEA CREEK	830 - REP MAIN STRUCT MEMBERS	Bent 1 and 2	Repair spalls and exposed rebar
				845 - OTHER BRIDGE MAINT	Structure	1. Level approach roadway. 2. Remove drift and debris from the channel. 3. Repair scour and undermining.
9	121-5058-0	ALDREDGE ROAD	WOLF CREEK	000 - BRIDGE PAINTING (Not performed by Highway Maintenance, used by Bridge Mntce)	All steel	Clean and paint
				550 - EROSION CONTROL	Both abutments.	Repair scour.
				810 - DECK REPAIR	Span 1	Repair spall
				830 - REP MAIN STRUCT MEMBERS	Bent 2	Repair exposed rebar in cap
				830 - REP MAIN STRUCT MEMBERS	Abutment 1	Repair spalls

				830 - REP MAIN STRUCT MEMBERS	Abutment 2	Repair corrosion on piles
				830 - REP MAIN STRUCT MEMBERS	Beams	Seal cracking in Beams Repair exposed steel in beams
				845 - OTHER BRIDGE MAINT	Bent 2	Extend concrete encasement at bent two.
10	121-5059-0	MERK ROAD	CAMP CREEK	000 - BRIDGE PAINTING (Not performed by Highway Maintenance, used by Bridge Mntce)	piles	Clean and paint piles
				800 - BRIDGE JOINT SEALING	deck	clean and seal joints
				810 - DECK REPAIR	Deck	Repair cracks in the deck.
				845 - OTHER BRIDGE MAINT	substructure	Repair scour and subgrade settlement
11	121-5062-0	JONES ROAD	DEEP CREEK	800 - BRIDGE JOINT SEALING	All joints.	Clean and seal joints.
				845 - OTHER BRIDGE MAINT	Abutment 1 and 4.	Repair erosion and exposed pile.
12	121-5063-0	KOWETA ROAD	DEEP CREEK	000 - BRIDGE PAINTING (Not performed by Highway Maintenance, used by Bridge Mntce)	All steel	Clean and paint all steel members.
				800 - BRIDGE JOINT SEALING	All joints.	Clean and seal all joints.
				830 - REP MAIN STRUCT MEMBERS	Throughout panels.	Repair spalls in the panels.
				845 - OTHER BRIDGE MAINT	Abutment 1 and 4.	Repair the erosion under the caps.
				845 - OTHER BRIDGE MAINT	Throughout panels.	Replace missing bolts, tighten all bolts and re-grout panels.
				855 - BARRIER/RETAIN WALL REPAIR	Span 1	Repair right rear rail support.
13	121-5064-0	DERRICK ROAD	DEEP CREEK TRIB	000 - BRIDGE PAINTING (Not performed by Highway Maintenance, used by Bridge Mntce)	Abutment 3	Clean and paint the piles
				830 - REP MAIN STRUCT MEMBERS	Superstructure and bent 2.	1. Patch the exposed steel in the beam stems. 2. Repair the delamination in the bottom face of the bent 2 cap.
				830 - REP MAIN STRUCT MEMBERS	Bent 2, Pile 3	Repair undermining

				845 - OTHER BRIDGE MAINT	Structure	1. Level rear approach roadway. 2. Repair underming of the forward approach roadway. 3. Repair scour under the structure. 4. Clean the posted signs. 5. Seal cracking in the overlay.
14	121-5068-0	SCARBROUGH ROAD	WOLF CREEK	830 - REP MAIN STRUCT MEMBERS	Bent 2 cap and edge beam.	Repair spalls.
				845 - OTHER BRIDGE MAINT	Span 2	Remove drift from channel.
15	121-5072-0	PLEASANT HILL ROAD	CATER CREEK	000 - BRIDGE PAINTING (Not performed by Highway Maintenance, used by Bridge Mntce)	Piles	Clean and paint
				550 - EROSION CONTROL	Both abutments	Repair erosion.
				830 - REP MAIN STRUCT MEMBERS	Spans 1 and 2	Repair spalls in beam stems
				845 - OTHER BRIDGE MAINT	Rear sidewalk.	Repair settlement.
16	121-5073-0	BURDETTE ROAD	MORNING CREEK TRIB	830 - REP MAIN STRUCT MEMBERS	Beam stims	Repair exposed rebar.
				830 - REP MAIN STRUCT MEMBERS	Substructure.	Repair spalls.
				845 - OTHER BRIDGE MAINT	Structure	1. Level forward approach roadways. 2. Level approach sidewalks. 3. Repair the wingwall at abutment 1.
17	121-5076-0	MALLORY ROAD	CSX RAILROAD (638608X)	550 - EROSION CONTROL	Bridge	Repair erosion.
				800 - BRIDGE JOINT SEALING	All joints	Clean and seal all joints.
				810 - DECK REPAIR	Deck	Repair the exposed steel in the bottom of the deck.
				845 - OTHER BRIDGE MAINT	Structure	1. Level approach roadways. 2. Remove vegetation. 3. Repair erosion.
18	121-5079-0	HARRIS ROAD	WHITE WATER CREEK TRIB	000 - BRIDGE PAINTING (Not performed by Highway Maintenance, used by Bridge Mntce)	Pile	Clean and paint the pile.
				830 - REP MAIN STRUCT MEMBERS	Panels	Bolt panels 1-2 and 4-5 and regrout.

				830 - REP MAIN STRUCT MEMBERS	Superstructure	1. Repair spalling in the beams. 2. Seal cracking in the beams.
				845 - OTHER BRIDGE MAINT	Structures	1. Repair undermining of the structure. 2. Level the forward roadway. 3. Clean the posted signs. 4. Repair spall in the curb.
19	121-5084-0	HERNDON ROAD	BEAR CREEK	520 - BRUSH AND TREE CUTTING	Bridge rail	Remove Vegetation .
				830 - REP MAIN STRUCT MEMBERS	Bent 2	Repair shallow steel spalls
				845 - OTHER BRIDGE MAINT	Bent 2.	Remove drift.
				845 - OTHER BRIDGE MAINT	overlay	Seal cracking in overlay.
20	121-5091-0	HOBGOOD ROAD	BEAR CREEK	550 - EROSION CONTROL	Both banks.	Repair bank erosion.
				825 - PILE REPAIR/RELATED REP	Bent 2.	Extend encasements to all piles and repair undermining.
				830 - REP MAIN STRUCT MEMBERS	Bottom of the panels.	Patch spalls. Replace missing bolt between panels.
				830 - REP MAIN STRUCT MEMBERS	Beams	Repair spalls in beams.
				830 - REP MAIN STRUCT MEMBERS	Caps	Repair spalls in caps
				845 - OTHER BRIDGE MAINT	Approach roadways.	Level with the deck.
21	121-5102-0	KIMBERLY MILL ROAD	KIMBERLY CREEK	550 - EROSION CONTROL	Abutment 1.	Repair settlement.
				800 - BRIDGE JOINT SEALING	All joints.	Clean and seal all joints.
				810 - DECK REPAIR	Deck surface.	Seal cracking.
				825 - PILE REPAIR/RELATED REP	Bent 2.	Extend encasements.
22	121-5116-0	BISHOP ROAD	BEAR CREEK	800 - BRIDGE JOINT SEALING	All joints.	Clean and seal all joints.
				830 - REP MAIN STRUCT MEMBERS	Channel Beams	Repair spalling.
				845 - OTHER BRIDGE MAINT	Structure	1. Level roadway to ensure smoother transitions. 2. Remove drift from the channel. 3. Repair scour.
23	121-5243-0	BUFFINGTON ROAD	MORNING CREEK	845 - OTHER BRIDGE MAINT	Culvert	1. Remove drift from inlet. 2. Clean out culvert as needed.

24	121-5271-0	BUTNER ROAD	DEEP CREEK	000 - BRIDGE PAINTING (Not performed by Highway Maintenance, used by Bridge Mntce)	Piles	Clean and paint piles
				550 - EROSION CONTROL	Bent 2 and 3	Repair erosion
				800 - BRIDGE JOINT SEALING	deck	Clean and seal joints 1 and 7
				845 - OTHER BRIDGE MAINT	Structure	Remove vegetation from around structure.
				845 - OTHER BRIDGE MAINT	Utility Structure	Remove drift and debris from SS line.
				845 - OTHER BRIDGE MAINT	Approach slab	Repair cracking in approach slab
				845 - OTHER BRIDGE MAINT	Bridge rail	Repair bridge rail.
25	121-5274-0	ONO ROAD	BEAR CREEK	120 - CRACK FILLING	Asphalt overlay	Seal cracking.
				520 - BRUSH AND TREE CUTTING	Span 2	Remove tree from under structure
				830 - REP MAIN STRUCT MEMBERS	Waffle panels.	Repair spalls and exposed rebar. Replace missing panel bolt
				830 - REP MAIN STRUCT MEMBERS	Bent 2	Repair spalls in cap. repair honeycombing Repair undermining
				845 - OTHER BRIDGE MAINT	Rear and forward roadway. Span 2 panels 1 and 2.	Level roadway with the deck.
26	121-5283-0	HALL ROAD	LINE CREEK TRIBUTARY	000 - BRIDGE PAINTING (Not performed by Highway Maintenance, used by Bridge Mntce)	All piles.	Clean and paint all piles.
				845 - OTHER BRIDGE MAINT	rear approach	Level rear approach slab
				845 - OTHER BRIDGE MAINT	Overlay	Seal cracks.
27	121-5284-0	HALL ROAD	LINE CREEK	550 - EROSION CONTROL	Timber Wing Wall	Repair Erosion Hole
				810 - DECK REPAIR	Rear approach	Repair abrasion
				825 - PILE REPAIR/RELATED REP	Abutments.	Encase piles.
28	121-5290-0	OLD FAIRBURN ROAD	WOLF CREEK	845 - OTHER BRIDGE MAINT	Barrels	1. Remove drift and debris from the inlet end of the structure. 2. Clean out the barrels as needed.

29	121-5291-0	O. B. COOK ROAD	MORNING CREEK TRIB	845 - OTHER BRIDGE MAINT	All barrels.	1. Remove tree and drift from the upstream side of the culvert. 2. Repair the scour at the inlet end of the structure. 3. Clean out the barrels of the culvert.
30	121-5301-0	OLD FAIRBURN ROAD	CAMP CREEK	520 - BRUSH AND TREE CUTTING	Structure	1. Remove vegetation from around structure. 2. Level approach sidewalks.
				550 - EROSION CONTROL	Both abutment caps	Repair erosion under abutment caps.
				800 - BRIDGE JOINT SEALING	All joints.	Clean and seal all joints.
31	121-5302-0	NORTHCUTT ROAD	PEA CREEK	000 - BRIDGE PAINTING (Not performed by Highway Maintenance, used by Bridge Mntce)	piles	clean and paint piles
				800 - BRIDGE JOINT SEALING	deck	Clean and seal joints.
				810 - DECK REPAIR	deck	clean off deck
				830 - REP MAIN STRUCT MEMBERS	Both Abutments	Encase piles
				845 - OTHER BRIDGE MAINT	front and rear approach	Level front and rear approaches
				845 - OTHER BRIDGE MAINT	5' upstream	Beaver dam.
				845 - OTHER BRIDGE MAINT	Structure	Remove drift and debris.
32	121-5304-0	ENON ROAD	CAMP CREEK	520 - BRUSH AND TREE CUTTING	Structure	Remove vegetation from around structure.
				800 - BRIDGE JOINT SEALING	All joints	Clean and seal joints
				800 - BRIDGE JOINT SEALING	All joints.	Clean and seal all joints.
				845 - OTHER BRIDGE MAINT	Bent 3 pile 3	Repair localized scour
				845 - OTHER BRIDGE MAINT	bents 2 and 3	remove debris from piles
33	121-5312-0	STONEWALL TELL ROAD	CAMP CREEK	520 - BRUSH AND TREE CUTTING	Structure	Remove vegetation from around structure.
				810 - DECK REPAIR	Deck	Clean and seal cracking as needed.
				830 - REP MAIN STRUCT MEMBERS	substructure	Repair undermining .
				845 - OTHER BRIDGE MAINT	Utility Structure	Remove drift and debris from SS line.

34	121-5344-0	BETHSAIDA ROAD	MORNING CREEK TRIB.	520 - BRUSH AND TREE CUTTING	Bridge.	Cut and remove heavy vegetation.
				800 - BRIDGE JOINT SEALING	Deck	Clean and seal joints
35	121-5351-0	COCHRAN MILL ROAD	PEA CREEK	821 - CULVERT REPAIR	Culvert	1. Seal joints. 2. Seal cracking.

Upon substantial completion, the city will notify the GDOT Bridge Inspection Division of its completion of required punch list items. Retainage will be held pending concurrence of satisfaction of the deficiencies by the GDOT Bridge Inspection Division, at which time the final pay application will be submitted and final payment completed by the city within the term of the contract.

- 1.4** The bridge inspection report for each location can be obtained from GDOT's GEOPi Project Information Web Portal;

<https://www.dot.ga.gov/applications/geopi/Pages/GeoPi.aspx>

the list attached hereto as Exhibit B. The Bidder is advised to review the reports to get an idea of the scope of the work in preparing the bid.

- 1.5** The work shall be performed to technical specifications of the Georgia Department of Transportation. The standard specifications shall include, but are not limited to:

Section 101-149 General Provisions
Section 150 Traffic Control
Section 461 Sealing Roadway and Bridge Joints and Cracks
Section 500 Concrete Structures
Section 603 Rip Rap
Section 804 Abrasives for Blast Cleaning
Section 833 Joint Fillers and Sealers

- 1.6** The qualified products list (QPL) shall include, but are not limited to:

QPL 34 Work Zone Traffic Control Devices
QPL 66 Silicone Joint Sealants
QPL 68 Low Dusting Blast Cleaning Abrasives
QPL 73 Waterborne Bridge Paint Systems

- 1.7** The applicable construction details include, but are not limited to:

Standard 3054 End Post and End Post Guardrail Attachment Detail
Standard 9100 Traffic Control General Notes, Standard Length, Miscellaneous Details

2. MATERIALS AND WORKMANSHIP

- 2.1** The Bidder shall be responsible for quality control testing of materials incorporated into the Project. The CEI will be responsible for quality assurance testing of materials incorporated into the Project. Materials test frequency will, at minimum, meet GDOT Construction Manual requirements. Copies of all test results and documentation will be provided to the Bidder. All materials must meet appropriate GDOT Specifications unless otherwise noted. All testing must meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide.
- 2.2** The Bidder shall be responsible for the quality of the materials used. If the material is not on the GDOT Qualified Products List (QPL), then Bidder shall submit samples of all materials to the GDOT Testing Laboratory and/or other approved testing labs; any materials found to be non-compliant with the specifications will be rejected. The Bidder will be responsible for replacing any materials and work performed based on the rejected samples at no additional cost to the City.

3. REMOVING, RESETTING AND MAINTAINING MAILBOXES

- 3.1** The Bidder shall remove, as needed, and reset any mailboxes and posts that conflict with the work. Any mailboxes or posts that are damaged by the Bidder shall be replaced at no additional cost to the City. The Bidder shall maintain the mailboxes as needed such that mail pick-up and delivery is not interrupted at any time.
- 3.2** The Bidder shall coordinate with the City and property owners regarding all work associated with removing and resetting the mailboxes. Mailboxes that require resetting shall adhere to the American Association of State Highway and Transportation Officials (AASHTO) 'A Guide for Erecting Mailboxes on Highways' and current requirements of the United States Postal Service (USPS). The Bidder shall include all costs associated with maintaining existing mailboxes in the Bid Cost Form.

4. TRAFFIC CONTROL – See GDOT Special Provision 150 for reference and guide

- 4.1** The Bidder must, at all times, conduct its work to assure the least possible obstruction of traffic. The safety and convenience of the general public, the residents along the roadways, and the protection of persons and properties shall be provided for by the Bidder as specified in GDOT Standards Specifications,

Exhibit C, attached hereto and incorporated herein by reference; including, but not limited to, Sections 104.05, 107.09, and 150.

- 4.2** Traffic whose origin and destination is within the limits of the project shall be provided ingress and egress at all times unless otherwise specified by the City. The ingress and egress includes entrances and exits via driveways at various properties and access to the intersecting roads and streets. The Bidder must maintain sufficient personnel and equipment (including certified flaggers and traffic control signing) on the project at all times, particularly during inclement weather, to ensure that ingress and egress are safely provided when and where required. Mailboxes and fire hydrants shall not be obstructed from access.
- 4.3** Two-way traffic shall be maintained at all times, utilizing certified flaggers as necessary, unless otherwise specified or approved by the City. In the event of an emergency situation, the Bidder must provide access to emergency vehicles and/or emergency personnel through or around the construction area. Any pavement damaged by such an occurrence must be repaired by the Bidder at no additional cost to the City.
- 4.4** The Bidder must furnish, install and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and Specifications. The Bidder must take all necessary precautions for the protection of the workers and safety of the public. All personnel and equipment required for maintaining public convenience and safety will be paid for under the lump sum pay item 150-1000 – Traffic Control.
- 4.5** All existing signs, pavement markers, and other traffic control devices removed or damaged during construction operations must be reinstalled or replaced at the Bidder's expense. At no time must the Bidder remove regulatory signing, which may cause a hazard to the public. The Bidder must, within the same calendar day, place temporary pavement markings by painting, if the permanent markings cannot be placed the same day to match existing pavement markings on milled or resurfaced pavements. No work will be allowed to proceed the following day if the pavement markings are not in place. The cost for temporary pavement markings shall be included in the lump sum pay item 150-1000 – Traffic Control.
- 4.6** The Bidder is responsible for picking up, erecting and maintaining the temporary SPLOST identification signs. All work, materials and labor necessary for this task shall be included in the lump sum pay item 150-1000 – Traffic Control. The Bidder is responsible for returning these signs to the City after Project is complete.

5. LINES, GRADES, AND MEASUREMENTS

- 5.1** Such stakes and markings as the City may set for the City or the Bidder's guidance shall be preserved by the Bidder. Failure to protect such stakes or markings, or gross negligence on the Bidder's part resulting in loss of same, may result in the Bidder being charged for its replacement.
- 5.2** The Bidder must exercise proper care and caution to verify the grades and figures given before proceeding with the work. The Bidder must be responsible for any damaged or defective work caused by its failure to provide proper care and caution. The Bidder must promptly notify the City of any errors or discrepancies discovered in order for the proper corrections to be made.
- 5.3** The Bidder must verify all dimensions before ordering material or performing any work which is dependent upon proper size or installation upon coordination with conditions. No consideration will be given on any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the City for resolution before proceeding with the work.

6. UTILITIES, PROTECTION OF WORK, PROPERTY, AND PERSONS

- 6.1** The Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Bidder must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby. All the work, materials, or equipment whether in storage on or off the site, and other properties at the site or adjacent thereto, including, but not limited to: trees, shrubs, lawns, lakes, drainage ways, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- 6.2** The Bidder shall erect and maintain, as required by the conditions and progress of the work, all necessary warning safeguards for devices and the safety and protection of the work, the public, and adjoining properties.
- 6.3** If existing utilities or structures are indicated by the Contract, no warranty is made as to the accuracy or completeness of such indication. The Bidder must comply with all applicable State law concerning the marking and location of existing utilities.
- 6.4** The Bidder must, prior to commencing other on-site work, accurately locate above and below ground utilities and structures, which may be affected by the work, using whatever means may be appropriate. The Bidder must mark the

location of existing utilities and structures, not otherwise readily visible, with flags, stakes, barricades, or other suitable means, and shall preserve and protect all utilities and structures not designated for removal, relocation, or replacement in the course of construction. The Bidder must notify the City promptly on discovery of any conflict between the Contract plans and any existing facility.

- 6.5** The Bidder must contact utility companies to identify adjacent utilities prior to beginning construction operations. If any utility identifies conflicts with construction operations, the Bidder must notify the CEI prior to commencement of construction operations in the affected area.
- 6.6** All existing utilities, both public and private, including but not limited to: sewer, gas, electrical, and telephone services, shall be protected and their operation shall be maintained throughout the course of the work. Any temporary shutdown of an existing service shall be arranged between the Bidder and the responsible agency. The Bidder must assume full responsibility and hold the City harmless from the result of any damage that may occur as a result of the Bidder's activities in this regard.
- 6.7** In emergencies affecting the safety of persons or damages to the work or property at the site or adjacent thereto, or unanticipated conditions where delay would substantially impact the time or cost of work, the Bidder, upon notification to the City, shall act to prevent threatened damage, injury, or loss.

7. GRASSING - See GDOT Special Provision 700 for reference and guide

Final acceptance of the work will not be issued until a permanent stand of grass has been established throughout all disturbed areas. The Bidder may elect to place sod in lieu of permanent grass seed if the work is completed outside of the permanent grassing season as specified in Section 700 of GDOT Special Provisions. No adjustment in unit price will be made if the Bidder elects to utilize sod in lieu of permanent grass seed.

8. LAND AND RIGHTS-OF-WAY

- 8.1** Prior to entering on any land or right-of-way, the Bidder must ascertain the requirements of applicable permits or easements obtained by the City, and shall conduct its work in accordance with requirements thereof including the giving of notice. The Bidder shall be fully responsible for performing work to the requirements of any permit or easement granting entity even though such requirements may exceed or be more stringent than that otherwise required by the Contract and shall compensate the City fully for any loss or expense arising from failure of the Bidder to perform as required by such entity.

- 8.2** The Bidder shall provide at its own expense, without liability to the City, any additional land and access thereto that the successful Bidder may desire for temporary construction facilities, or for storage of materials.
- 8.3** The Bidder upon approval of the CEI may trim trees to a point above the work area as necessary for the safe and continuous operation of the equipment. If trimming of any tree is necessary, the cost of that work shall be included in the overall bid price for the project.

9. CLEANING UP

- 9.1** The Bidder shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's employees or work. Upon completion of the work, the Bidder shall remove all its plants, tools, materials, and other articles from the property of the City. Cleanup of roadways is required after each operation (i.e. milling, patching, resurfacing, etc.). Final restoration and clean-up work shall be performed immediately after a street is completed. Sweeping of debris into gutters or sides of roads is not acceptable. All loose debris shall be removed from the roadway surface within twenty-four (24) hours after resurfacing. Work will not be allowed to proceed and progress payments will be withheld until cleanup has been completed as directed by the City Construction Engineering Inspector (CEI).
- 9.2** If the Bidder fails to clean up as provided in the Contract, the City may do so and the cost thereof shall be charged to the Contractor. The Bidder shall ensure that neither it, its subcontractors nor their employees or agents bring any hazardous materials or other materials/waste regulated by state, federal or local law, which are not commonly used in the construction process or which are not listed in any Specifications for the Project onto the Project site without first obtaining the City's advance written approval. The Bidder shall ensure that any hazardous materials/waste or other materials/waste regulated by state, federal or local law that the Contractor, its Sub-contractors or their employees or agents bring onto or generate at the project site are handled in accordance with all applicable laws.
- 9.3** The Bidder shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Bidder shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Bidder or the City.
- 9.4** The Bidder shall maintain and keep clean at all times the immediate approach to the Project site including the roads abutting the Project site.

10. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

- 10.1** The Bidder shall be responsible for the preservation of all public and private property including but not limited to: mailboxes, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc., along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration or destruction of such property is provided for under this Contract.
- 10.2** When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof by the Bidder, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done. The Bidder shall correct all disturbed areas in an acceptable manner before payment will be made.

11. RESPONSIBILITY OF BIDDER

- 11.1** The Bidder shall examine the site of each structure prior to bid submission to assess the scope of the work required. Any quantities given are approximate and should be verified by the Bidder.
- 11.2** The Bidder shall not salvage any material from the existing bridge structures. The Bidder must properly dispose all materials removed from the existing bridge structures.
- 11.3** The Bidder shall be responsible for locating and providing an environmentally approved disposal area for this project. The disposal sites must be approved by the Engineer prior to any work on this item.
- 11.4** The Bidder shall be responsible for any dumping fees for this project.
- 11.5** The Bidder shall complete the work within the existing right-of-way.
- 11.6** The Bidder must verify all dimensions and elevations in the field prior to ordering materials or building forms.
- 11.7** The Bidder shall include the price of the Plastic Filter Fabric under pay item # 550, which includes regrading of end roll slopes to remove rutting at bridge locations.
- 11.8** The Bidder shall install Rip Rap in accordance with the Bridge Maintenance Activities 820.03 and 845.01 where applicable. Typical Rip Rap thickness will be a minimum of 24 inches, but may be thicker in some areas due to erosion or scour. The thickness of Rip Rap that is placed on top of existing Rip Rap will be determined by field conditions.

- 11.9** The Bidder shall submit alternate repair methods to the City for review and approval. Any alternate methods approved by the City will be done at no additional cost to the City.
- 11.10** The Bidder shall be responsible for stabilizing any areas disturbed as a result of the Bidder's construction activities. Permanent stabilization shall be done in accordance with GDOT specifications. Payment for stabilizing disturbed areas will be included in price submitted for each structure under pay item # 550.

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**ATTACHMENT B
BID COST FORM**

**ATTACHMENT B
BID COST FORM**

(PLEASE PROVIDE PRICING IN BIDNET)

Please provide a price for each item listed, including all costs, direct and indirect, administrative cost, and all things necessary for Bridge Repair Improvements at Various Locations as specified in Attachment A, Scope of Services.



ATTACHMENT C - DRAFT CITY CONTRACT

ITB # 22-106

BRIDGE REPAIR IMPROVEMENT AT VARIOUS LOCATIONS

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DRAFT CITY CONTRACT
ITB # 22-106 BRIDGE REPAIR IMPROVEMENTS AT VARIOUS LOCATIONS

THIS CONTRACT for providing Bridge Repair Improvements at Various Locations for the City of South Fulton, Georgia is made as of this _____ day of _____, 2023, and entered into by and between the City of South Fulton, Georgia, a political and legal subdivision of the State of Georgia (hereinafter referred to as the "City") and _____, (hereinafter referred to as Contractor) an _____ authorized to conduct business in the State of Georgia, whose principal place of business located at _____.

WITNESSETH:

WHEREAS, the City is in need of a qualified Contractor to provide Bridge Repair Improvements at Various Locations as required and requested by the appropriate City Department; and

WHEREAS, the City issued Invitation to Bid (ITB) # 22-106 Bridge Repair Improvements at Various Locations for the City of South Fulton, Georgia requesting bids from qualified Bidders to provide such services; and

WHEREAS, the Contractor responded to the Invitation to Bid (ITB) and represents that it is qualified, possesses the necessary expertise, knowledge, training and skills necessary to conduct and perform all requirements set forth in the Scope of Services, including providing of all materials, labor, transportation, supervision and supplies as required to perform the requested services for the City of South Fulton, Georgia; and

WHEREAS, the City desires to enter into a Contract with the Contractor to provide the required services;

WHEREAS, the Contractor has agreed to provide and perform such services as required at the compensation and terms provided herein; and

NOW THEREFORE, the City and Contractor in consideration of the promises and the mutual covenants contained in this Contract, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
CONTRACT TERM

- 1.1 Contract Term.** The Contractor must begin work within ten (10) days of receiving the Notice to Proceed (NTP) from the City. The Contract shall be for one (1) year from and including the effective date on the Notice to Proceed (NTP).
- 1.2 Contract Time.** The Contractor will mobilize with sufficient forces such that all work is completed within one hundred twenty (120) calendar days after the

issuance of the NTP. Contract time charges will begin as set forth in Standard Specification 108.02.

ARTICLE 2

SCOPE OF SERVICES

The Contractor shall provide bridge repair improvements as requested by the City in accordance with this Contract and Attachment A: Scope of Services (SOS), attached hereto and incorporated herein by reference.

ARTICLE 3

COMPENSATION AND INVOICING

3.1 Compensation. The Contractor shall be compensated as set forth in Attachment B: Bid Cost Form, attached hereto and incorporated herein by reference.

3.2 Purchase orders will be generated by the City of South Fulton, Finance & Administrative Services Department to the Contractor for the acquisition of products/services specified, after all the Contractor required documents have been received in the Finance & Administrative Services Department. Any documents for the Project must reference the Purchase Order number and Bid number.

3.3 Invoices

3.3.1 Invoices and/or statements may be emailed to: Accountspayable@cityofsouthfultonga.gov or signed originals mailed directly to the address listed below. Please note: only PDF format will be accepted as an original invoice. No faxed copies will be accepted.

City of South Fulton
Finance & Administrative Services
5440 Fulton Industrial Boulevard, SW
Atlanta, GA 30336
Attn: Accounts Payable

With a copy to:

City of South Fulton
Public Works Department
5440 Fulton Industrial Boulevard, SW
Atlanta, GA 30336
Attn: Antonio Valenzuela

3.3.2 The following information must appear on all invoices submitted:

- 3.3.2.1** Name and address of the Contractor;
- 3.3.2.2** Detailed breakdown of all charges for the services or products delivered stating the applicable period of time;
- 3.3.2.3** City of South Fulton Purchase Order Number and Bid number;
- 3.3.2.4** Invoices shall be based upon actual services rendered, actual work performance and/or products delivered; and
- 3.3.2.5** Statement from the Contractor that all invoices reflect a true and correct representation of the work completed for the billing period. The statement shall be signed by an authorized representative of the Contractor.

3.4 Payments

- 3.4.1** Payment shall be tendered to the Contractor upon acceptance and approval by the City for satisfactory compliance with the general terms, conditions, and specifications of the Contract by completed services; verification completion of work; assurance that the work is completed as specified and warranted; and receipt of a valid invoice.
- 3.4.2** Progress payments may be requested monthly or less frequently as desired by the Contractor.
- 3.4.3** City's Tax Exemption: The City is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services. Exemption certificates will be furnished to Contractor upon request.

ARTICLE 4 PROJECT SPECIFICATIONS

- 4.1** This Project will follow current Georgia Department of Transportation (GDOT) State of Georgia Standard Specifications - Construction of Transportation Systems, (2021 Edition), Supplements thereto (Published and Not Published) and applicable Special Provisions modifying them along with the GDOT English Standards and Details for the Construction of Roadway and Bridges. All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.
- 4.2** The Special Provisions are attached hereto and incorporated herein by reference as Exhibit C, Special Provisions and shall be included as part of the Contract and must be followed by the Contractor.

ARTICLE 5

PROSECUTION AND PROGRESS

- 5.1** The Contractor shall refer to section 108.08 of the Specifications mentioned in Article 4 above for instructions on when to begin the work and when time charges are to begin. Contract time charges shall begin as set forth in Standard Specification 108.08.
- 5.2** The Contractor shall refer to Section 150.6 for normal workweek and workday times. Additionally, the City may further restrict work times on roads where school traffic would be impacted.

ARTICLE 6

LAND OF RIGHTS-OF-WAY

- 6.1** Prior to entering on any land or right-of-way, the Contractor shall ascertain the requirements of applicable permits or easements obtained by the City, and shall conduct its Work in accordance with requirements thereof including the giving of notice. The Contractor shall be fully responsible for performing work to the requirements of any permit or easement granting entity even though such requirements may exceed or be more stringent than that otherwise required by the Contract, and shall compensate the City fully for any loss or expense arising from failure of the Contractor to perform as required by such entity. The Contractor shall provide at its own expense, without liability to the City, any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.
- 6.2** The Contractor upon approval of the CEI may trim trees to a point above the work area as necessary to provide for the safe and continuous operation of the equipment. If trimming of any tree is necessary, the cost of this portion of work shall be included in the overall bid price for the project.

ARTICLE 7

CLEANING UP

- 7.1** The Contractor shall at all times, keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's employees or work. Upon completion of the Work, the Contractor shall remove all its plants, tools, materials, and other articles from the property of the City. Cleanup of roadways is required after each operation (i.e. milling, patching, resurfacing, etc.). Final restoration and clean-up work shall be performed immediately after a street is completed. **Sweeping of debris into gutters or sides of roads is not acceptable.** All loose debris shall be removed from the roadway surface within twenty-four (24) hours after resurfacing. Work will not be allowed to proceed and progress payments will be withheld until cleanup has been completed as directed by the CEI.

- 7.2** If the Contractor fails to clean up as provided in the Contract, the City may do so and the cost thereof shall be charged to the Contractor. The Contractor shall ensure that neither it, its subcontractors nor their employees or agents bring any hazardous materials or other materials/waste regulated by state, federal or local law, which are not commonly used in the construction process or which are not listed in any Specifications for the Project onto the Project site without first obtaining the City's advance written approval. The Contractor shall ensure that any hazardous materials/waste or other materials/waste regulated by state, federal or local law that the Contractor, its Sub-contractors or their employees or agents bring onto or generate at the Project Site are handled in accordance with all applicable laws.
- 7.3** The Contractor shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Contractor shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Contractor or the City.
- 7.4** The Contractor shall maintain and keep clean at all times the immediate approach to the Project site including the roads abutting the Project site.

ARTICLE 8

PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

- 8.1** The Contractor shall be responsible for the preservation of all public and private property including but not limited to: mailboxes, crops, fishponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc., along and adjacent to the highway, road or street, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration or destruction of such property is provided for under this Contract.
- 8.2** When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof by the Contractor, its shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done. The Contractor shall make good such damage or injury in an acceptable manner by repairing, rebuilding or otherwise restoring as may be directed by the CEI. The Contractor shall correct all disturbed areas in an acceptable manner before payment will be made.

ARTICLE 9

DESIGN, STANDARDS AND PRACTICES

The design, strength, quality of materials and workmanship must conform to the highest standards of construction practices and/or services.

ARTICLE 10
CITY DIRECTION AND MONITORING OF WORK

- 10.1** At the direction of the Public Works Department, the Contractor will promptly correct all Work rejected by the City as faulty, defective, or failing to conform to the Specifications and/or to consensus standards adopted by both government and industry governing the work product, whether observed before or after substantial completion of the work, and whether or not completed. The Contractor shall bear all costs of correcting such rejected Work. All work shall be monitored and inspected by the CEI.
- 10.2** All information disclosed by the City to the Contractor for the purpose of the Work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.

ARTICLE 11
FINAL INSPECTION

- 11.1** In an effort to minimize the punch list work to be performed after final inspection. The Contractor shall notify the City and schedule a Closing Conference sixty (60) days prior to completing the work. The Conference discussion topics should include at a minimum:
- 11.1.1** Outstanding items of work;
 - 11.1.2** List of Final reports – paperwork;
 - 11.1.3** Corrections list; and
 - 11.1.4** Information needed for Material certificate
- 11.2** The Closing conference does not generate the punch list, only a list of items that can be corrected prior to final inspection.
- 11.3** Upon notice from the Contractor that the work is completed, the City shall make a final inspection of the work, and shall notify the Contractor of all instances where the work fails to comply with the Plans and Specifications, as well as any defects the City may discover. At no cost to the City, the Contractor shall immediately make such alterations as are necessary to bring the work into compliance with the Contract, the Plans, and Specifications.

ARTICLE 12
WARRANTIES, GUARANTEES AND CORRECTION OF WORK

- 12.1** The Contractor warrants to the City that materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract, that the Work shall be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. The City, in its sole discretion, may exclude from the Contractor's warranty, remedies for damage or

defect, which the City determines, were caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

- 12.2** Upon the completion of the work, and as a condition of final payment, the Contractor shall guarantee in writing that all work has been accomplished in conformance with the Contract. If required by the City, the Contractor shall also furnish additional satisfactory evidence as to the kind and quality of materials and equipment.
- 12.3** The Contractor shall promptly, and in no event later than forty-eight (48) hours after receiving written demand from the City, remedy any error, omission, defect, or non-compliance in the Work discovered by the City during construction or at any time thereafter until twelve (12) months after the final completion of the Work. Nothing herein shall be deemed to shorten any statutory period of limitation otherwise applicable to any legal action by the City against the Contractor.
- 12.4** The Contractor shall pay for any damage caused by any omission or defect in the Work, including without limitation any damage to other improvements or facilities. In the event that the Contractor should fail to timely make repairs, adjustments, or other remedy that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee and warranty period.
- 12.5** All warranties and guaranties shall extend for the six (6) months as is required by the Contract. If any defect or deviation should exist, develop, be discovered or appear within such six (6) month period, the Contractor, at its sole cost and expense and immediately upon demand, shall fully and completely repair, correct, and eliminate such defect. The foregoing warranties and guarantees are cumulative of and in addition to, and not restrictive of or in lieu of, any and all other warranties and guarantees provided for or required by law. No one or more of the warranties contained herein shall be deemed to alter or limit any other.
- 12.6** Neither the final payment nor any provision of the Contract, nor partial or entire occupancy or use of the Work by the City, shall constitute an acceptance of any part of the Work that is not in accordance with the Contract or relieve the Contractor of liability for incomplete or faulty materials or workmanship.
- 12.7** All manufacturer warranties and guarantees shall be delivered to the City upon completion of the work. The Contractor shall assign and transfer to the City all guarantees warranties and agreements from all vendors, Contractors, or manufacturers regarding their performance, quality of workmanship or quality of materials supplied in connection with the Work. The Contractor represents and warrants that all such guarantees, warranties and agreements shall be freely assignable to the City, and that upon completion of the Work, all such guarantees, warranties and agreements shall be in place and enforceable by the City in accordance with their terms. The Contractor's obligations pursuant to this general requirement shall survive any acceptance of Work, or termination or expiration of this Contract.

ARTICLE 13
REJECTION OF WORK AND MATERIALS

- 13.1** All work that is defective or deviates from the Specifications shall be rejected. All rejected Work shall be immediately replaced with other material, equipment, or work, which conforms with the Specifications at no additional cost to the City. If rejected Work is not removed within forty-eight (48) hours from the date of letter of notification, the City shall have the right and authority to stop the Work immediately and/or to arrange for the removal of said rejected Work at the cost and expense of the Contractor.
- 13.2** Inspection of the work shall not relieve the Contractor of any of its obligations, and defective Work shall be made good regardless of whether it has been previously inspected by the City and accepted or estimated for payment. The failure of the City to reject or condemn improper materials or workmanship shall not be considered as a waiver of any defect that may be discovered later.

ARTICLE 14
MATERIALS, SERVICES, AND FACILITIES

- 14.1** The Contractor shall at all times employ sufficient labor and equipment for executing the Work to full completion in the manner and time specified. Failure of the Contractor to provide adequate labor and equipment shall constitute default of the Contract. The labor and equipment to be used in the work by the Contractor shall be sufficient to meet the requirements of the work and shall be such as to produce a satisfactory quality of work in accordance with accepted industry practices and within the time specified in the Contract.
- 14.2** Materials and equipment shall be so stored and handled as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection. No product, which has in any way become unfit for the intended purpose shall be incorporated into the work.
- 14.3** Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, cleaned, and conditioned as directed by the manufacturer. The Contractor shall promptly notify the City of any conflict between the instructions of any manufacturer and the requirements of the Drawings or the Specifications.
- 14.4** Materials, supplies, and equipment to be incorporated into the work shall be new and unused unless otherwise specifically stated in the Contract. The source of supply for all such products shall be submitted to the City, together with detailed descriptions thereof in the form of samples, shop drawings, tests, or other means necessary to adequately describe the items proposed. Approval by the City of a manufacturer or Contractor shall not constitute the approval of materials, supplies, or equipment obtained from such manufacturer or Contractor if they do not comply with the requirements of the Contract. If, after installation, it is found that sources

of supply, even though previously approved by the City, have not furnished products meeting the intent of the Contract, the Contractor shall thereafter furnish products from other approved sources, and shall remove completed work incorporating products, which do not meet Contract requirements.

- 14.5** Only materials and equipment, which are to be used directly in the work, may be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the work, it must be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversity is the sole responsibility of the Contractor.
- 14.6** The Contractor must ensure that the work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, and for emergency response to the site of the work and all adjacent areas. The work must be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the work are free from debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract, the Contractor must use its best efforts to minimize any interference with the occupancy or beneficial use of one (1) any areas and buildings adjacent to the site of the Work, or two (2) the Project.
- 14.7** The Contractor shall cooperate with the City in any required use of its property and arrange for storage of materials on the Project site in such areas as are mutually agreed upon.
- 14.8 Weather Conditions.** The Contractor shall be required to protect all work and materials against damage or injury from the weather. If, in the opinion of the City, any work or materials shall have been damaged or injured by reason of failure to protect such, all such materials or work shall be removed and replaced at the expense of the Contractor.

ARTICLE 15

LIQUIDATED DAMAGES

- 15.1** The Contractor acknowledges that time is of the essence with respect to the Work governed by the Contract. The Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the work within the Contract Time as may be extended in accordance with the terms of this Contract, the City will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the City will suffer damages that are difficult, if not impossible, to accurately estimate. The Contractor shall be assessed liquidated damages as set forth in GDOT Standard Specification 108.08 for failure to complete the work in ninety (90) calendar days. Any liquidated damages not deducted from any unpaid amounts due the Contractor are payable to the City at the City's demand.
- 15.2** The Contractor shall be allowed twenty (20) available days to complete all items on the punch list once the punch list is issued by the CEI. During this time, no liquidated damages shall be assessed. If the Contractor is already in liquidated

damages prior to beginning the punch list then liquidated damages shall be postponed for the twenty (20) available days. Once the twenty (20) available days expire then liquidated damages will continue to accrue if the Contractor fails to complete the punch list.

ARTICLE 16

BONDING AND INSURANCE REQUIREMENTS

The Contractor shall comply with all bonding and insurance requirements set forth in Appendix A: Bonding and Insurance Requirements, attached hereto and incorporated herein by reference.

ARTICLE 17

INDEPENDENT CONTRACTOR

In conducting its business hereunder, the Contractor shall act as an independent Contractor and not as an employee or agent of City. The selection, retention, assignment, direction and payment of the Contractor employees and Sub-Contractors shall be the sole responsibility of the Contractor.

ARTICLE 18

CONTROLLING LAW VENUE

This Contract shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

- 18.1 Jurisdiction and Venue.** The Parties hereby submit and consent to the exclusive jurisdiction of the Superior Court of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Contract will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non-convenience to the conduct of any such action or proceeding in such court.
- 18.2 Equitable Remedies.** The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the Section titled "Confidential Information," which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

ARTICLE 19

ASSIGNMENT

- 19.1** Except as other provided herein, this Contract shall not be sold, assigned or transferred by the Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of the Contractor, or with a business entity which is merged or consolidated with the Contractor or which purchases a majority or controlling interest in the ownership or assets of the Contractor without the prior written consent of the City.
- 19.2** The Contractor may subcontract to an Affiliate or a third-party work to be performed under this Contract or otherwise assign the rights and obligations hereunder to such Affiliate but will remain financially responsible for the performance of such obligations.

ARTICLE 20

NON-DISCRIMINATION

- 20.1** Notwithstanding any other provision of the Contract, during its performance the Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Contract does hereby covenant and agree that:
- 20.1.1** No person on the grounds of age, race, color, religion, sex, sexual orientation, marital status or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 20.1.2** In the furnishing of services or materials no person shall, on the grounds of age, race, color, religion, sex, sexual orientation, marital status or national origin, be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

ARTICLE 21

DEFAULT AND TERMINATION

- 21.1 Termination by City for Cause.** City may at its option, by giving written notice to Contractor, terminate this Contract:
- 21.1.1** For a material breach of the Contract by Contractor that is not cured by Contractor within ten (10) days of the date on which City provides written notice of such breach or such other date in the written notice;

21.1.2 Immediately for a material breach of the Contract Documents; and

21.1.3 Immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Contractor's obligations under this Contract or is in violation of any City Ethics Ordinances.

21.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Contract is terminated by the City pursuant to the above subsection entitled "Termination by the City for Cause", Contractor will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by the City in the completion of the Services, including the cost of administration of any Contract awarded to other Persons for completion. If improperly terminates this Contract for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "Termination by the City for Convenience".

21.3 Termination by for Insolvency. City may terminate this Contract immediately by delivering written notice of such termination to Contractor if Contractor:

21.3.1 Becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature;

21.3.2 Files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors;

21.3.3 Is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally;

21.3.4 Fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any applicable law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or

21.3.5 Applies for or consents to the appointment of any receiver for all or any portion of its property.

21.4 Termination by City for Convenience. At any time during the Term of this Contract or any issued Task Order, City may terminate this Contract or the Task Order for convenience upon thirty (30) days written notice of such termination. Upon a termination for convenience, Contractor waives any claims for damages, including loss of anticipated profits. As Contractor's sole remedy and City's sole liability, City will pay costs for the Work properly performed prior to the notice of termination, plus all reasonable costs for Work performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of services under purchase orders or subcontracts except to the extent any products under such purchase orders or

subcontracts can be used by Contractor in its business within the thirty (30) days following termination. If requested, Contractor shall substantiate such costs with proof satisfactory to City.

21.5 Effect of Termination. Unless otherwise provided herein, termination of this Contract, in whole or in part and for any reason, shall not affect:

21.5.1 Any liabilities or obligations of either Party arising before such termination or out of the events causing such termination;

21.5.2 Any remedies to which a Party may be entitled under this Contract, at law or in equity; or

21.5.3 Upon termination of this Contract, Contractor shall immediately:

21.5.3.1 Discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services;

21.5.3.2 Inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Contractor or provided by City for performance of the terminated Services;

21.5.3.3 Promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City;

21.5.3.4 Comply with all other reasonable requests from City regarding the terminated Services; and

21.5.3.5 Continue to perform in accordance with all of the terms and conditions of this Contract any portion of the Services that are not terminated.

21.6 If funding for this Contract is terminated, City will not be obligated to continue construction of the Project and shall provide written notice to the Contractor.

ARTICLE 22
NOTICE

22.1 Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent by:

22.1.1 Registered or certified United States mail, return receipt requested, postage prepaid;

22.1.2 Personal delivery to the City;

22.1.3 Overnight courier service; and/or

22.1.4 Delivered in person to the Contractor or his authorized representative on the work site. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than two (2) weeks before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the City or by the City to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

City of South Fulton
Finance & Administrative Services
5440 Fulton Industrial Boulevard, SW
Atlanta, GA 30336
Attn: Director

City of South Fulton
City Attorney's Office
5440 Fulton Industrial Boulevard, SW
Atlanta, GA 30336
Attn: City Attorney

If to the Contractor, addressed to:

ARTICLE 23
FEDERAL WORK AUTHORIZATION

23.1 Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the City cannot enter a Contract for the physical performance of services unless the Contractor and its Sub-Contractor register and participate in the Federal Work Authorization Program to verify specific information on all new employees.

- 23.2** The Contractor certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.
- 23.3** The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as Appendix B: Required Form Submittals.
- 23.4** The Contractor agrees that in the event that it employs or Contracts with any Sub-Contractor(s) in connection with this Contract, the Contractor will secure from each Sub-Contractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Sub-Contractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Sub-Contractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Appendix B: Required Form Submittals.

ARTICLE 24

CORPORATE AUTHORITY

- 24.** The Contractor has executed the Certificate of Corporate Authority attached hereto as Appendix B: Required Form Submittals. The officials of the Contractor executing this Contract are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Contractor. The Contractor has all requisite power and authority to enter into and perform its obligations under this Contract. The execution and delivery by the Contractor of this Contract and the compliance by the Contractor with all of the provisions of this Contract.

24.1 Is within the purposes, powers, and authority of the Contractor;

24.2 Has been done in full compliance with applicable law and has been approved by the governing body of the Contractor and is legal and will not conflict with or constitute on the part of the Contractor a violation of or a breach of or a default under any indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, Contract, or other agreement or instrument to which the Contractor is a party or by which the Contractor is otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Contractor; and

24.3 Has been duly authorized by all necessary action on the part of the Contractor. This Contract is a valid, legal, binding and enforceable obligation of the Contractor.

ARTICLE 25

INDEMNIFICATION

Contractor shall indemnify and hold the City, its elected and appointed officials, departments, agencies, boards, authorities, directors, officers, employees, agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

- 25.1** Contractor's or Contractor's Personnel's performance, non-performance or breach of this Contract;
- 25.2** Compensation or benefits of any kind, by or on behalf of Contractor's Personnel, or any subcontractor, claiming an employment or other relationship with Contractor or such subcontractor (or claiming that this Contract creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Contract or the provision of services by such Contractor Personnel or subcontractor);
- 25.3** Any actual, alleged, threatened or potential violation of any applicable laws by Contractor or Contractor's Personnel, to the extent such claim is based on the act or omission of Contractor or Contractor's Personnel, excluding acts or omissions by or at the direction of the City;
- 25.4** Death of or injury to any individual caused, in whole or in part, by the tortious conduct of Contractor or any Person acting for, in the name of, at the direction or supervision of or on behalf of Contractor; and
- 25.5** Damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Contractor or any Person acting for, in the name of, at the direction or supervision of, or on behalf of Contractor.
- 25.6** This indemnity provision shall include activities required for compliance with all applicable environmental laws, ordinances and regulations in effect during the term of this Contract and continue for a period of two (2) years after termination thereof.
- 25.7** The Contractor shall protect the City of South Fulton from claims involving infringements of patents and/or copyrights. The unauthorized use of patented articles is done at the risk of the Contractor.
- 25.8** This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation laws of the State of Georgia or arising out of the failure of such vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.
- 25.9** Contractor shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

- 25.10** Contractor shall agree to waive all rights of subrogation and/or financial recovery of any kind in favor of the City of South Fulton, Georgia, its departments, all elected and appointed officials, to include, but not limited to, its council members, directors, officers, agents, boards, volunteers and employees for losses arising or alleged to have arisen out of any work performed in relation to the Contract.

ARTICLE 26

MISCELLANEOUS PROVISIONS

- 26.1 Entire Contract.** This Contract constitutes the entire agreement between the parties, and as of its effective date supersedes all prior or independent Contracts between the parties covering the subject matter hereof for the services to be provided, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Contract shall be of no force or effect.
- 26.2** The City hereby engages the Contractor and the Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Contract, consisting of the following documents:
- 26.2.1** Any amendments as mutually agreed and signed by both parties;
 - 26.2.2** Any subsequent Change Orders as mutually agreed to and approved by the City;
 - 26.2.3** The Contractor's licenses and/or permits, if applicable;
 - 26.2.4** The Contractor's insurance certificates; and
 - 26.2.5** Appendices A & B; Attachments A & B and Exhibits A - C.
- 26.3 Change Orders.** The City and the Contractor hereby agree that no modifications or amendment to this Contract shall be binding upon the parties unless the same is in writing, conforms to the City's policies and procedures governing change orders, and is signed by the City's and the Contractor's duly authorized representatives in the same manner as this Contract is executed.
- 26.4 Severability.** If a provision or term hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Contract shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- 26.5 Headings.** The headings used in this Contract are intended for convenience and reference only and do not define or limit the scope or meaning of any provision of this Contract.
- 26.6 Force Majeure.** Neither party shall be held to be in breach of this Contract because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full

particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

26.7 Waiver. The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

26.8 City Holidays. The City of South Fulton is open Monday through Friday, 8:30 A.M. to 5:00 P.M., excluding City holidays approved by the City Council, closings due to inclement weather, and such other times as determined by the City Manager or Mayor and City Council.

New Year's Day	Martin Luther King Jr.'s Birthday
President's Day	Memorial Day
Juneteeth Day	Independence Day
Labor Day	Indigenous People's Day
Election Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Eve	Christmas Day
New Year's Eve	

26.9 TITLE VI SOLICITATION NOTICE - The City of South Fulton, GA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations (28 CFR Part 42), hereby notifies all bidders or offerors that it will affirmatively ensure that for any Contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a full and fair opportunity to submit bids in response to this invitation and will not be, on the grounds of race, color, or national origin, excluded from participation in, denied the benefits of, or subject to discrimination in consideration for an award for any program or activity that receives Federal funds or other Federal financial assistance.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date written above.

CITY OF SOUTH FULTON, GEORGIA

BY: _____
khalid kamau, Mayor
City of South Fulton, Georgia

Attest:

Corey Adams, City Clerk

Approved as to form:

Vincent D. Hyman, City Attorney

COMPANY OR SERVICE PROVIDER

BY: _____
Signature

Name: _____

Title: _____

BY: _____ (Corporate Seal)
Signature (Corporate Secretary)

Signed, sealed and delivered
in the presence of:

_____, Notary Public

This _____ day of _____, 2022

EXHIBIT A
LOCATION MAP
(PLEASE REFER TO SEPARATE ATTACHMENT)

EXHIBIT B

BRIDGE INSPECTION REPORTS FROM GDOT

(PLEASE DOWNLOAD THESE REPORTS FROM GDOT's GEOPI
PROJECT INFORMATION WEB PORTAL)

<https://www.dot.ga.gov/applications/geopi/Pages/GeoPI.aspx>

1. Bridge 121-0090-0, Cascade Road over CSX Railroad
2. Bridge 121-0091-0, Cascade Road over South Utoy Creek
3. Bridge 121-0272-0, Butner Road over Camp Creek Tributary
4. Bridge 121-0273-0, Butner Road over Wolf Creek
5. Bridge 121-0277-0, Flat Shoals Road over Morning Creek
6. Bridge 121-0295-0, Bethsaida Road over Morning Creek
7. Bridge 121-0369-0, Flat Shoals Road over Morning Creek
Tributary
8. Bridge 121-5051-0, Short Road over Pea Creek
9. Bridge 121-5058-0, Aldredge Road over Wolf Creek
10. Bridge 121-5059-0, Merk Road over Camp Creek
11. Bridge 121-5062-0, Jones Road over Deep Creek
12. Bridge 121-5063-0, Koweta Road over Deep Creek
13. Bridge 121-5064-0, Derrick Road over Deep Creek Tributary
14. Bridge 121-5068-0, Scarbrough Road over Wolf Creek
15. Bridge 121-5072-0, Pleasant Hill Road over Cater Creek
16. Bridge 121-5073-0, Burdette Road over Morning Creek Tributary
17. Bridge 121-5076-0, Mallory Road over CSX Railroad
18. Bridge 121-5079-0, Harris Road over Whitewater Creek Tributary
19. Bridge 121-5084-0, Herndon Road over Bear Creek
20. Bridge 121-5091-0, Hobgood Road over Bear Creek
21. Bridge 121-5102-0, Kimberly Mill Road over Kimberly Creek
22. Bridge 121-5116-0, Bishop Road over Bear Creek
23. Bridge 121-5243-0, Buffington Road over Morning Creek
24. Bridge 121-5271-0, Butner Road over Deep Creek
25. Bridge 121-5274-0, Ono Road over Bear Creek
26. Bridge 121-5283-0, Hall Road over Line Creek Tributary
27. Bridge 121-5284-0, Hall Road over Line Creek
28. Bridge 121-5290-0, Old Fairburn Road over Wolf Creek
29. Bridge 121-5291-0, Old Bill Cook Road over Morning Creek
Tributary

30. Bridge 121-5301-O, Old Fairburn Road over Camp Creek
31. Bridge 121-5302-O, Northcutt Road over Pea Creek
32. Bridge 121-5304-O, Enon Road over Camp Creek
33. Bridge 121-5312-O, Stonewall Tell Road over Camp Creek
34. Bridge 121-5344-O, Bethsaida Road over Morning Creek Tributary
35. Bridge 121-5351-O, Cochran Mill Road over Pea Creek

EXHIBIT C
SPECIAL PROVISIONS

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Utility Conflicts

Utility companies having known facilities that conflict with the construction of this project will be directed by the Department to adjust or relocate their facilities and will be notified of the contract award.

Conform to all requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the project.

Coordinate The Work with any work to be performed by others in any right of way clearance and arrange a schedule of operations that will allow for completion of the Project within the specified contract time. Where stage construction is required, notify the utility owner when each stage of work is completed and the site is available for utility work to proceed.

Information concerning utility facilities known to exist within the project limits, including the list of owners, is available for reference.

Under Georgia Code Section 32-6-171, utilities are required to remove or relocate their facilities. The Department is required to give the utility at least 60 days written notice directing the removal, relocation, or adjustment and the utility owner is required to begin work within the time specified in the utility's work plan and revised work plan.

Upon request, copies of all approved Work Plans submitted by utility companies having facilities on this project will be made available for examination by the Contractor at the Department's District Office. Utility Adjustment Schedules, when submitted to the Department by the utilities, will be made available to the Contractor after the Notice to Contractors has been posted by the Office of Construction Bidding Administration. The Contractor is responsible for considering in its bid all existing and proposed utility locations and the removals, relocations, and adjustments specified in the Utility's Work Plan.

For this Project, Utility Owners that are required to remove, relocate, or adjust their facility to accommodate the construction of the Project may be liable to the Contractor for damages or delay costs resulting from the Utility Owner's failure to clear conflicts.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 9:20 p.m. Request Approval to Enter into Contracts with Jacobs and Volkert, Inc. in response to RFP # 23-11 for Construction Engineering and Inspection Services in an amount not to exceed \$1,000,000 to be paid of of the T-SPLOST fund.

DATE: May 23, 2023

SUBJECT: 9:20 p.m. Request Approval to Enter into Contracts with Jacobs and Volkert, Inc. in response to RFP # 23-11 for Construction Engineering and Inspection Services in an amount not to exceed \$1,000,000 to be paid of of the T-SPLOST fund.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
23-11 Construction Engineering and Inspection Services (1)	Cover Memo	5/20/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 9:25 p.m. Request Approval to Enter into Contracts with AEI, RSH, and Khafra for Standby Engineering Services in an amount not to exceed \$1,000,000 to be paid of of the T-SPLOST fund.

DATE: May 23, 2023

SUBJECT: 9:25 p.m. Request Approval to Enter into Contracts with AEI, RSH, and Khafra for Standby Engineering Services in an amount not to exceed \$1,000,000 to be paid of of the T-SPLOST fund.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
RFP # 23-01 (1)	Cover Memo	5/20/2023



City of South Fulton, Georgia
5440 Fulton Industrial Blvd., South Fulton, GA 30336
Phone: 470-809-7700

[Website: Finance & Administrative Services | South Fulton, GA](http://www.cityofsouthfultonga.gov)
[cityofsouthfultonga.gov](http://www.cityofsouthfultonga.gov)

Karen Slaton-Dixon

Karen Slaton-Dixon, Director

REQUEST FOR PROPOSALS

RFP # 23-01

STANDBY ENGINEERING SERVICES FOR THE CITY OF SOUTH FULTON

SCHEDULE OF EVENTS

DATE

Proposal Release Date:	February 3, 2023
Non-Mandatory Pre-Proposal Conference: A Non-Mandatory Pre-Proposal Conference will be held virtually by our staff and responsible person(s). To attend the Pre-Proposal Conference, please refer to Information and Instructions to Proponents, Item # 10 for details.	February 14, 2023 10:00 A.M
Deadline for questions: Questions must be submitted online at: https://www.bidnetdirect.com/georgia/cityofsouthfulton	February 21, 2023 3:00 P.M.
Answers will be posted by addendum at: https://www.bidnetdirect.com/georgia/cityofsouthfulton	February 28, 2023
All responses to this RFP must be submitted online at: https://www.bidnetdirect.com/georgia/cityofsouthfulton . Vendors are required to submit responses to solicitations electronically. If you need any assistance registering or using the platform, please call Bidnet Direct's Support Team at 800-835-4603 ext. 2 for assistance. To attend the Proposal Opening, please refer to Information and Instructions to Proponents, Item # 9 for details.	March 7, 2023 3:00 P.M.
Oral Presentations and Interviews, if required	March 27 – 31, 2023

THIS PROPOSAL SOLICITATION FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL

COMPANY NAME:		DATE:
MAILING ADDRESS:		PHONE:
CITY:		FAX:
STATE:	ZIP:	SSN OR FEDERAL TAX ID#:
EMAIL:		TITLE OF AUTHORIZED REPRESENTATIVE:
PRINTED NAME:		AUTHORIZED SIGNATURE:

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RFP # 23-01
STANDBY ENGINEERING SERVICES FOR THE CITY OF SOUTH
FULTON

INFORMATION AND INSTRUCTION TO PROPONENTS

1. **Services Required:** This Request for Proposals (RFP) is for qualified Proponents ("Proponent" or "Proponents") to provide technical, professional, and other related services for various City projects. A detailed Scope of Services is set forth in this RFP.
2. **Solicitation Method:** This solicitation is being conducted in accordance with all applicable provisions of the City of South Fulton Purchasing Policy codified in Sec. 1-9001 et seq. of the City of South Fulton Code of Ordinances. By submitting a Proposal in reference to this solicitation, a Proponent acknowledges that it is familiar with all laws applicable to this solicitation, including, but not limited to, the City's Code of Ordinances, which laws are incorporated into this RFP by reference.
3. **Minimum Qualifications:** Each Proponent and team member shall have the minimum experience set forth in this RFP.
4. **Certificate of Authority to Transact Business in Georgia:** Each Proponent must submit documentation that demonstrates it is duly authorized to conduct business in the State of Georgia with its proposal. This requirement also applies to Joint Venture (JV) Team Members, Sub-Consultants and Sub-Contractors.
5. **Business License:** Proponent is requested to submit a copy of its current, valid business license with its Proposal. If the Proponent is a Georgia corporation, Proponent is requested to submit a valid City or city business license. If Proponent is a joint venture, Proponent is requested to submit valid business licenses for each member of the joint venture. If the Proponent is not a Georgia corporation, Proponent is requested to submit a Certificate of Authority to Transact Business in the State of Georgia and a copy of its current, valid business license issued by its home jurisdiction.
6. **Professional License:** Proponent must attach a copy any professional license required by this RFP with its response.
7. **No Offer by City and Firm Offer by Proponent:** This solicitation does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form a Contract. This solicitation is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent's offer is a firm offer and may not be withdrawn except as provided in this RFP, and in the City's Code of Ordinances and other applicable law.

8. **Proposal Duration:** Proposals submitted in response to this RFP must be valid for a period of One Hundred and Twenty (120) calendar days from the Proposal Submission Deadline and must be marked as such.

9. **Proposal Submission Deadline:** Responses to this RFP will be accepted online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton> on **Tuesday, March 7, 2023, by 3:00 P.M. Eastern Time (ET).**

Meeting ID: 235 996 687 200

Passcode: KZDCVk

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 470-582-0113,,438771066#](#) United States, Atlanta

Phone Conference ID: 438 771 066#

10. **Non-Mandatory Pre-Proposal Conference:** A Non-Mandatory Pre-Proposal Conference has been scheduled for **Tuesday, February 14, 2023, at 10:00 A.M. ET.**, and will be hosted virtually by our staff and responsible person(s).

Meeting ID: 250 199 747 029

Passcode: ct54Ly

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 470-582-0113,,842137124#](#) United States, Atlanta

Phone Conference ID: 842 137 124#

Attendance at the Pre-Proposal Conference is voluntary for Proponents responding to this RFP; however, Proponents are encouraged to attend. During the Pre-Proposal Conference, the general requirements of the project will be discussed. Any questions during the Pre-Proposal Conference will not be authoritative. Each Proponent must be fully informed regarding all existing and expected conditions and matters, which might affect the cost or performance of the Services. It should be emphasized, however, that nothing stating or discussed during the course of this Pre-Proposal conference shall be considered to modify, alter, or change the requirement of the solicitation documents, unless it shall be subsequently incorporated into an addendum to the solicitation documents.

11. **Solicitation Questions/Prohibited Contacts:** Any questions and communications regarding this RFP shall be submitted in writing by logging into <https://www.bidnetdirect.com/georgia/cityofsouthfulton> on or before **Tuesday, February 21, 2023, by 3:00 P.M., ET.** Questions received after the designated period may not be considered. Any response made by the City will be posted online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton> by addendum. No Proponent may rely on any verbal response to any question submitted concerning this RFP.

12. **All Proponents, and/or representatives of Proponents, seeking an award of a City of South Fulton Contract may not initiate or continue any verbal or**

written communications regarding a solicitation with any City officer, elected official, employee or other City representative other than the Department of Finance employee named in the solicitation, between the date of the issuance of the solicitation and the date of the final Contract award by the City Council, unless specified otherwise herein. **Attempting to influence the outcome of any given Contract prior to a recommendation of award to the City Council is strictly prohibited.** The Director of Finance will review alleged violations of this prohibition. If the Director of Finance determines that such a communication has compromised the competitive process, the proposal submitted by that Proponent may be disqualified from consideration for award, and that Proponent may, among other things, be placed on the ineligible source list. Violations of this prohibition may also be subject to prosecution under federal, state, or local laws. City of South Fulton employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain unfair advantage in a procurement competition, and as outlined in Sec. 1-9004 (d) of the City of South Fulton Code of Ordinances **and all other applicable policies.**

13. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion. The City shall not be liable for any proposal preparation costs incurred by Proponents.
14. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et. seq. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]"
15. **Bonding and Insurance Requirements:** The Bonding and Insurance requirements for any Contract that may be awarded pursuant to this RFP are set forth in Appendix A: Bonding and Insurance Requirements. Proponent must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Proponent, if any. For purposes of this section, "Proponent" shall mean an individual, corporation or other corporate entity submitting a proposal in connection with this solicitation, including each Joint Venture partner if Proponent is a Joint Venture.
16. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the Financial Information disclosed by Proponent and attached to

this RFP. Further, if this RFP requires a successful Proponent that is awarded a Contract pursuant to this solicitation to post some type of performance guarantee (e.g., letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution indicating that it is willing to issue such performance guarantee for the Proponent if a Contract is awarded to it.

- 17. Sub-Consultants and Manufacturers:** Proponents are required to submit, in writing, the addresses of any proposed Sub-Consultants or equipment manufacturers listed in the Proposal and may be required to submit other material information relative to proposed Sub-Consultants. The City reserves the right to disapprove any proposed Sub-Consultants whose technical or financial ability, or resources, or experience are deemed inadequate.
- 18. Examination of Proposal Documents:**
 - 18.1** Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.
 - 18.2** Each Proponent shall promptly notify the City in writing should the Proponent find discrepancies, errors, ambiguities, or omissions in the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents. No oral responses are binding on the City.
 - 18.3** The City may in accordance with applicable law, by Addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time.
 - 18.4** Each Proponent must confirm all Addenda has been received and acknowledge receipt by executing the Acknowledgment of Addenda form provided with each Addendum.
 - 18.5** The City may waive any technicalities and formalities in this solicitation. Additionally, the City reserves the right to cancel the RFP in its entirety.
- 19. Oral Presentations/Interviews:** Responsive Proponents may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. Representatives of the Key Personnel as identified in the Proponent's proposal, and those with decision-making ability and authority speak on behalf of and to bind the Proponent, must be active participants in the oral presentation. If required, oral presentations will be held the week of **March 27 – 31, 2023**. The

City will notify responsive Proponents of the date, time, and location for the presentation, and will supply an agenda or topics for discussion.

- 20. Award and Execution of Contract:** If the City awards a Contract pursuant to this solicitation, the City will prepare and forward to the Proponent a Contract for execution substantially in the form of the Draft Contract included in this RFP. Changes may be made to reflect the Proponent's proposal, Scope of Services, and Cost Proposal Forms. All Proponents should thoroughly review the Draft Contract prior to submitting a Proposal. Any proposed revisions to the terms or language of the Draft Contract must be submitted in writing with the Proponent's response to the RFP. Since the proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the City, Proponent should review any proposed revisions with an Authorized Representative having the authority to execute the Contract. Upon approval of the Proponent by the City of South Fulton City Council, the City will provide the Proponent with three (3) unsigned Contracts. The Proponent shall execute and return the three (3) Contracts, with required insurance certificates and other documents as listed in this RFP or required by the City, within no more than ten (10) calendar days from receipt of the agreements.
- 21. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (**Act**), formerly known as the Georgia Security and Immigration Compliance Act. Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Completed Contractor Affidavit, Illegal Immigration Reform and Enforcement Act Forms attached herein as Form F6.6 and F6.7, Appendix B: Required Form Submittals must be submitted with the Proposal at the time of submission. Under State Law, the City cannot consider any Proposal which does not include the completed F6.6 form. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising the corporate entity must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City solicitations and their participation in those solicitations. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit can be found preceding this form in this RFP.
- 22. Multiple Awards:** The City reserves, in its sole discretion, the right to make one (1) award, no award, or award to multiple Proponents.

23. **Joint Ventures:** Each party to a Joint Venture will be required to fully complete and submit the Required Submittal Forms unless otherwise indicated in this RFP.
24. **Conflict of Interest:** Proponents are advised to read and familiarize themselves with the conflict-of-interest provisions of this RFP. The City reserves the right to issue RFPs for specific projects that are independent of RFP # 23-01 Standby Engineering Services for the City of South Fulton. Except as stated in this RFP these Instructions, and the Notice to Proponents concerning Conflicts of Interests, successful Proponents under this RFP are not precluded from responding to such solicitations.
25. **Tax Exemption Status:** The City is exempt from Federal Excise Tax or Georgia Sales Tax with regard to goods and services purchased directly by the City of South Fulton. Exemption certificates furnished upon request.
26. **Codes, Permits, Fees, Licenses and Laws:** All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Proponent. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, which shall apply to the Contract throughout and will be deemed to be included in the Contract the same as though herein written out in full.
27. **Negotiations/Best and Final Offers:** The City reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate for the accomplishment of the intent of this RFP. The City may require the submission of Best and Final Offers. The City may require that this RFP and Proponent's response be incorporated in full or in part as Contract Documents. The RFP and all responses, supplemental information, and other submissions provided by Proponent during discussions or negotiations may be held by the City as contractually binding upon Proponent. The City may seek clarification from a Proponent at any time during the procurement process, and failure of a Proponent to timely respond may be cause for rejection of Proponent's proposal.
28. **TITLE VI SOLICITATION NOTICE** - The City of South Fulton, GA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations (28 CFR Part 42), hereby notifies all bidders or offerors that it will affirmatively ensure that for any Contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a full and fair opportunity to submit bids in response to this invitation and will not be, on the grounds of race, color, or national origin, excluded from participation in, denied the benefits of, or subject to discrimination in consideration for an award for any program or activity that receives Federal funds or other Federal financial assistance.

RFP # 23-01
STANDBY ENGINEERING SERVICES FOR THE CITY OF SOUTH FULTON

SUBMITTAL CHECKLIST

1. Please use the following checklist to verify that all required information is included in your proposal.
2. It is the sole responsibility of each proponent to ensure that their proposal is inclusive of all Submittals outlined below or elsewhere in this RFP.
3. **Failure to submit any of the items below may cause rejection of the Proposal.**
4. Proponents are required to submit responses to solicitations electronically online at <https://www.bidnetdirect.com/georgia/cityofsouthfulton>. The City will not consider any proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).
5. The Cost Proposal must be submitted and uploaded as a separate attachment. Do not upload the Cost Proposal with the Technical Proposal.
6. The Financials must be submitted and uploaded as a separate attachment. Do not upload the Financials with the Technical Proposal.

REQUIRED DOCUMENTATION

INITIAL IF INCLUDED

- | | |
|--|-------|
| 1. PROPOSAL SOLICITATION FORM | _____ |
| 2. SUBMITTAL CHECKLIST (THIS FORM) | _____ |
| 3. ADDENDA (IF APPLICABLE) | _____ |
| 4. ENTIRE PROPOSAL | _____ |
| 5. COST PROPOSAL (ATTACHMENT B) | _____ |
| 6. REQUIRED FORM SUBMITTALS (APPENDIX B) | _____ |
| F6.1 W-9 FORM | _____ |
| F6.2 NON-CONFLICT OF INTEREST | _____ |
| F6.3 NON -COLLUSION AFFIDAVIT | _____ |
| F6.4 BUSINESS ENTITY CERTIFICATE | _____ |
| F6.5 CERTIFICATE OF AUTHORITY-JOINT VENTURE | _____ |
| F6.6 ILLEGAL IMMIGRATION REFORM AND
ENFORCEMENT ACT – CONTRACTOR AFFIDAVIT | _____ |
| F6.7 ILLEGAL IMMIGRATION REFORM AND
ENFORCEMENT ACT- SUBCONTRACTOR AFFIDAVIT | _____ |
| F6.8 SUBCONTRACTOR INFORMATION FORM | _____ |
| F6.9 ACKNOWLEDGEMENT OF PROPONENT | _____ |
| F6.10 REFERENCE AND RELEASE FORM | _____ |
| F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS | _____ |
| F6.12 EXCEPTIONS FORM | _____ |
| F6.13 CERTIFICATE OF ABSENCE OF CONFLICT OF INTEREST FOR
DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK | _____ |
| F6.14 DEBARMENT FORM | _____ |
| 7. BUSINESS LICENSE | _____ |
| 8. PROFESSIONAL LICENSE (IF APPLICABLE) | _____ |
| 9. CERTIFICATIONS | _____ |

Printed Name

Title

Date

Signature

Firm Name

Email Address

Phone Number

RFP # 23-01
STANDBY ENGINEERING SERVICES FOR THE CITY OF SOUTH
FULTON

1. INTRODUCTION

The City of South Fulton (the “City”) invites interested Proponents to submit Proposals from qualified design consulting firm(s) to provide technical, professional, and other related services for various City.

1.1 BACKGROUND

The City of South Fulton was chartered in 2017. The City is comprised of all the land that remained unincorporated in southwest Fulton County except for the Fulton Industrial Boulevard corridor. The communities of Red Oak, Cooks Crossing, Stonewall Tell, Fife, (part of) Campbellton, Ben Hill, Sandtown, Cliftondale, and Peters Woods (a few of which were towns founded before the American Civil War) are located in the City of South Fulton.

1.2 INTENT TO AWARD

The City intends to award to one (1) Proponent whose proposal is determined to be the most advantageous to the City; however, the City reserves the right to make one (1) award, multiple awards, or no award for RFP # 23-01 Standby Engineering Services for the City of South Fulton. Additionally, the City reserves the right to cancel the solicitation.

1.3 TERM OF CONTRACT

1.3.1 The Contract shall commence within ten (10) calendar days after receipt of written Notice to Proceed (NTP).

1.3.2 The initial term of this Contract shall be for one (1) year and may be renewed for three (3) successive one (1) year terms upon written notice by the City under the same terms and conditions. The services to be performed under this Contract shall commence on the effective date of this agreement and terminate absolutely and without further obligation on the part of the City at the end of every Term, unless terminated earlier in accordance with the termination provisions of this Contract

1.4 CONFLICT OF INTEREST NOTICE TO PROPONENTS

1.4.1 All firms, Sub-Consultants and their employees are notified and advised to avoid potential conflicts of interests. Full and prompt disclosure of

involvement in any project or services to other clients that may be in conflict with financing, construction, operation, and management of the City's projects shall be made to the City in the technical response of the firm's proposal, and in advancement of assignment so that real or potential conflicts of interest can be avoided.

- 1.4.2** In any circumstance where Proponent, including any joint venture partners, parent or subsidiary companies, or affiliates under common control, is providing Services or work under another Contract with the City and a dispute, claim or conflict of interest arises between the City and such Proponent under this Contract or another agreement, the City may in its sole determination and discretion, suspend all existing work under this Contract and may or may not issue any further work to the Proponent under this Contract unless and until such dispute, claim or conflict of interest is resolved to the City's satisfaction. Should the City take such action, Proponent shall not be entitled to any additional costs of any kind resulting from such action except that Proponent may be paid for any authorized Services provided to the City under this Contract prior to the effective date of the suspension of the work. This provision shall not be deemed exclusive and shall be supplemental to any rights and remedies available to the City under this Contract, any other agreement or as may be available under applicable law.

1.5 SUB-CONSULTANTS AND SUB-CONTRACTORS

- 1.5.1** Proponent must ensure the responsibility standards for each of its Sub-Consultants and Sub-Contractors as listed below and in each and every part of this RFP are met. Verification must include documentation that each Sub-Consultant or Sub-Contractor meets the responsibility criteria required to perform the work including any professional license, certification, insurance requirements of this RFP, any governmental agency having jurisdiction over the matter, or any law or regulation pertaining to the work or requirements. Proponent must not furnish any statement, representation, or certification in connection with Sub-Consultants or Sub-Contractors that is materially false, deceptive, incorrect, or incomplete. Failure of the Proponent to provide information concerning the responsibility of any Sub-Consultant or Sub-Contractor may result in a finding that the Proponent is not responsible.
- 1.5.2** All proposed Sub-Consultants and Sub-Contractors must be listed in the Proponent's response. Proponent must ensure that all proposed Sub-Contractors have adequate personnel, past experience, adequate facilities, finances, and business systems to perform the scope of services. The City reserves the right to approve all Sub-Contractors and Sub-Consultants.

- 1.5.3** Proponent must have the responsibility of verifying the existence, authenticity, and dates of expiration of all licenses required by all Sub-Consultants and Sub-Contractors engaged in the work of this RFP. The lack of a valid license from the Proponent or any Sub-Consultant or Sub-Contractor shall be grounds for default, and for immediate termination for cause with prejudice as it relates to the Proponent, and the removal of any unlicensed entity from the project. In the event Proponent, a Sub-Consultant or Sub-Contractor is required to be licensed or certified as a condition precedent to providing goods or services under this RFP, the revocation or loss of such license or certification may result in immediate termination of the Proponent's Contract effective as of the date on which the license or certification is no longer in effect.
- 1.5.4** All Sub-Consultants and Sub-Contractors must be approved by the City prior to performing. Proponent must receive written permission to add Sub-Consultants or Sub-Contractors not initially submitted with Proponent's response. Sub-Consultants and Sub-Contractors shall not subcontract any portion of their work pursuant to this RFP without the written consent of the City. Failure of the Proponent to obtain from the City prior approval of each Sub-Consultant or Sub-Contractor performing work on the project may result in suspension of work by that Sub-Contractor, removal of work performed by unapproved Sub-Contractor(s) and all permissible sanctions against the Proponent.

2. SCOPE OF SERVICES

The Proponent shall provide standby engineering services as specified in this RFP and Attachment A: Scope of Services (SOS) attached hereto and incorporated herein by reference.

3. MINIMUM REQUIREMENTS

- 3.1** The Proponent shall have a minimum of five (5) years of experience in providing standby engineering services as specified in this RFP and Attachment A, Scope of Services (SOS), attached hereto and incorporated herein by reference. Please be sure to include the necessary references to support this requirement in Appendix B, Required Form Submittals, F6.10 – Reference and Release Form.
- 3.2** The Proponent shall be pre-qualified with GDOT for appropriate Area-Class at minimum 3.01 and 3.02 (4.01 for bridge). All plans shall be prepared meeting appropriate Federal, State and City specifications, including the City's stormwater and development requirements as appropriate and done at a scale as directed by the City.
- 3.3** The Proponent shall be pre-qualified with the Georgia Department of Transportation (GDOT) for the appropriate Area-Class, at a minimum 3.13.

All plans shall be prepared meeting appropriate Federal, State and County specifications, including City of South Fulton stormwater and development requirements as appropriate and done at a scale as directed by City of South Fulton.

- 3.4** The Proponents shall be pre-qualified with GDOT for appropriate Area-Class, at a minimum 3.06, 3.07 and 3.09.

4. EVALUATION PROCESS

The City desires to select the Proponent whose proposal is determined to be the most advantageous to the City considering the technical and price evaluation criteria listed below. All Proposals will be evaluated by an Evaluation Committee in accordance with the City's Code of Ordinances and the criteria specified in this RFP as follows:

Relative Weight	ITEM FOR EVALUATION	Scoring Value Maximum Points
25%	Understanding the Scope of Services	25
20%	Organizational Qualifications	20
20%	Project Management and Personnel	20
10%	Financial Capability	10
25%	Cost Proposal	25
100%	TOTAL SCORE	100

Optional Oral Presentation and Product Demonstration Oral presentations/interviews and product demonstrations may be required before the final selection and award. Additional points for oral presentations/interviews and product demonstrations will be added to the proponent's total score.	Scoring Value Maximum Points
Oral Presentation/Interview	15

5. PROPOSAL PREPARATION AND GUIDELINES

5.1 PROPOSAL FORMAT

Proponents are required to submit their proposals in the following format:

- 5.1.1 Technical Proposal:** Proponents are requested to submit evidence of their experience and qualifications to perform the services as required by the RFP. The technical proposal shall include responses to all of the

information requested in the RFP and shall be labeled to identify the specific components. All forms required by the City or provided by Proponent must be included. Please **do not include any cost of any kind in this section.**

- 5.1.2 Cost Proposal:** The Cost Proposal Form, affixed hereto as Attachment B, must be completed in its entirety, and uploaded separately in BidNet with Proponent's proposal. The Cost Proposal Form will become a part of the Contract following negotiations, if any, pursuant to any award. The City may solicit Best and Final Offers, and discussions may be conducted with responsible proponents who submit proposals determined reasonably susceptible to being selected for award.

Please do not upload your Technical Proposal with your Cost Proposal.

5.2 CONTENTS OF TECHNICAL PROPOSAL

- 5.2.1 Executive Summary:** The purpose of the Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Executive Summary must contain the following information:

5.2.1.1 Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the state where each entity comprising it is organized, including entity name, brief history of the entity, how long in business, hours of operation, storefront or home based, one (1) individual contact person to whom all future correspondence and/or communications should be directed by the City concerning this solicitation. As well as the legal structure of the entity and a listing of major satellite offices. A statement declaring the type of business relationship the Proponent will use (i.e., a single company, joint venture, etc.);

5.2.1.2 Description of the size, resources, and relevant capabilities of the firm;

5.2.1.3 The general and specific capabilities and experience of the Proponent's team. Each Proponent must identify examples where team members have worked together to complete a project. Discuss how the team was formed and how the team will function as an integrated unit in providing services to the City.

5.2.1.4 A declarative statement as to whether:

5.2.1.4.1 Proponent or any member of the Proponent team has an open dispute with the City or is involved in

any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years;

5.2.1.4.2 Proponent has within the past ten (10) years filed (or had filed against it) any bankruptcy or insolvency proceedings, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, please provide an explanation;

5.2.1.4.3 Proponent has failed to complete work, or a contract awarded to it. If so, please provide an explanation; and

5.2.1.4.4 Proponent or any of the Proponent's employees, agents, independent contractors, or subcontractors have been convicted of, or pled guilty or nolo contendere to any felony. If so, please provide an explanation and details.

5.2.1.5 Provide a summary of the other sections of the Proposal. All Sections should fit together into a well-organized highlight of the significant points of the Proposal.

The Proposal must include responses to all of the information requested in this RFP. Brevity and specificity are encouraged. Concise presentation of pertinent information and organization of the submittal will be part of the evaluation. The City prefers a well-planned, straightforward business presentation with brief explanations. Proposals with verbose or disorganized responses will be evaluated accordingly. The Proposal format described herein may not fully capture the particulars of all the information requested by the RFP. Should there be any doubt as to where to place any information, Proponent shall use its best judgment.

The following is a more detailed description of the requirements of certain portions of the Technical Proposal. The Technical Proposal shall be labeled and organized.

5.2.2 Understanding the Scope of Services: The City wishes to Contract with a Standby Engineering team with a strong understanding of the scope of services described in Attachment A of this RFP. Please discuss the following criteria, and demonstrate how your firm meets the scope of services requirements:

5.2.2.2 A description of your firm's plan or approach to accomplish the tasks identified in the Scope of Services; and

5.2.2.3 A description of your firm's methodology including best practices and benchmarks to be used.

5.2.3 Organizational Qualifications. Proponent shall provide the organization's experience and ability to provide the scope of services described in Attachment A.

5.2.3.1 Professional Qualifications and Specialized Experience of Proponent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies).

5.2.3.2 Professional Qualifications and Specialized Experience of Proponent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of South Fulton.

Resumes shall be limited to three (3) pages and presented in such a way as to particularly highlight the experience on projects or assignments of a similar nature. Resumes shall demonstrate that the individuals proposed have the appropriate licenses or qualifications for the relevant roles. The resumes must include summary chronologies of employment history including dates and title at each firm. Include the names of projects, client, city, and state. Resumes of administrative and support staff should not be included.

5.2.3.3 References of past and current Performance of the Proponent (and Team members) on other Contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City, other government agencies, or any available sources, relevant information concerning the Proponent's record of performance.

5.2.4 Project Management and Personnel. Proponent shall describe how they will organize and manage the project for the scope of services described in Attachment A.

5.2.4.1 Separately list any projects or Contracts that the proposed team has worked on together in the last three (3) years.

5.2.4.2 An organizational chart of the proposed team indicating the role each team member will fulfill (11" x 17" paper allowed).

5.2.4.3 Submission of the names for Key Staff constitutes a commitment to use these individuals if the Proponent is selected, and

changes may be made only with the prior written consent of the City. In the event there is a need to replace Key Staff or Team Members during the course of the project, Proponent must describe its backup personnel plan.

5.2.4.4 The Proponent shall identify any outside specialized vendors it intends to use as a Sub-contractor for the work, or major portion thereof. The Proponent shall submit information on the Sub-contractor, which shall include specialized Sub-contractor's resume, company history, address, details of experience with similar type of municipal or City projects during the last three (3) years and copy of licenses and certificates required for all services to be provided under the Scope of Services. Proponent must provide a reference and release form for each proposed sub-contractor identifying work on projects similar to that to be performed under this RFP.

5.2.4.5 Proximity to the City: Describe the Proponent's current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the City and its other contractors. List office addresses and total number of employees, and the number of both professional and support employees located at those offices. Also, list the geographical location of the office that will be primarily responsible for assigned projects, and where the work will be accomplished.

5.2.5 Financial Information Forms: To facilitate the City's efforts to evaluate, verify, and understand the Proponent's financial capacity, capability, and stability to undertake and perform the Services contemplated in this RFP, Proponent must provide accurate and legible financial disclosures to the City as requested below. By definition, a "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to this RFP.

5.2.5.1 Instructions. If the Proponent is an individual, financial disclosures for that individual must be provided. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed below. The Proponent (and its owners, if applicable) must submit copies of all financial disclosures with its proposal. **The Financials**

must be submitted and uploaded as a separate attachment in BidNet. Do not upload the Financials with the Technical Proposal.

5.2.5.2 Financial Information: The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one (1) of the following three groups of requests below with the Proposal.

5.2.5.3 Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (CPA), including: Income Statement; Balance Sheet; and Statement of Cash Flows.

5.2.5.4 Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (CPA), including: Income Statement; Balance Sheet; and Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix A, if applicable.

5.2.5.5 Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including: Income Statement; Balance Sheet; Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix A, if applicable; Letters of Reference form; and Dunn and Bradstreet reports for the last two (2) years.

6. STANDARD CITY CONTRACT

The Draft Contract attached hereto as Attachment C, is a standard City document which should be thoroughly reviewed by all Proponents prior to submitting a proposal. Refer to Information and Instructions to Proponents, Award and Execution of Contract in this RFP. Modifications or additions to the City's Standard Contract will not be entertained after award.

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APPENDIX A BONDING AND INSURANCE REQUIREMENTS

APPENDIX A BONDING AND INSURANCE REQUIREMENTS

A. Bonding Requirements

There are no bonding requirements for this RFP.

B. Insurance Requirements

1. 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

2. Commercial General Liability Insurance

2.1 \$1,000,000 limit of liability per occurrence for bodily injury and property damage.

2.2 Separate Owner's and Contractor's Protective policy with City of South Fulton (and any applicable authority) as Named Insured.

2.3 The following additional coverages must apply:

2.3.1 1986 (or later) ISO Commercial General Liability Form

2.3.2 Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)

2.3.3 Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)

2.3.4 Blanket Contractual Liability

2.3.5 Broad Form Property Damage

2.3.6 Severability of Interest

2.3.7 Underground, explosion, and collapse coverage

2.3.8 Personal Injury (deleting both contractual and employee exclusions)

2.3.9 Incidental Medical Malpractice

2.3.10 Hostile Fire Pollution Wording

3. Auto Liability Insurance

- 3.1** \$2,000,000 limit of liability per occurrence for bodily injury and property damage.
- 3.2** Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles.
- 3.3** Additional Insured Endorsement.
- 3.4** Contractual Liability.

4. Professional Liability - Minimum \$2,000,000 limit of liability

(Higher limit may be required depending on the extent of Contract)

- 4.1** The following additional coverages must apply
 - 4.1.1** Additional Insured Endorsement
- 5.** City of South Fulton (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Professional Liability policies and noted accordingly on the Certificate of Insurance.
- 6.** The cancellation provision should provide 30 days' notice of cancellation.
- 7.** Certificate Holder shall read:

City of South Fulton
5440 Fulton Industrial Blvd. SW
Atlanta, GA 30336
- 8.** Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.
- 9.** Insurance Company should be licensed to do business by the Georgia Department of Insurance.
- 10.** Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.

11. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the City to verify the compliance with these insurance requirements.
12. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
13. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
14. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to City of South Fulton as to form and content has been filed with City of South Fulton. The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
15. The Contractor shall agree to waive all rights of subrogation against the City, Council Members, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City.
16. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The city will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies, and contents.
17. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the Contractor or their insurer relating to a City project will be made available to the City upon their request.
18. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.

19. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
20. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

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APPENDIX B REQUIRED FORM SUBMITTALS

F6.1 W-9 FORM

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																																															
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																																																																	
2 Business name/disregarded entity name, if different from above																																																																																	
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																																																																
	☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate																																																																																
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____																																																																																
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																																																																
	☐ Other (see instructions) ▶ _____																																																																																
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):																																																																																	
Exempt payee code (if any) _____																																																																																	
Exemption from FATCA reporting code (if any) _____																																																																																	
(Applies to accounts maintained outside the U.S.)																																																																																	
5 Address (number, street, and apt. or suite no.) See instructions.																																																																																	
Requester's name and address (optional)																																																																																	
6 City, state, and ZIP code																																																																																	
7 List account number(s) here (optional)																																																																																	
Part I Taxpayer Identification Number (TIN)																																																																																	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																																																	
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																																																	
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1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																																																																	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																																																																	
3. I am a U.S. citizen or other U.S. person (defined below); and																																																																																	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																																																	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																																																	
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____																																																																															
General Instructions																																																																																	
Section references are to the Internal Revenue Code unless otherwise noted.																																																																																	
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .																																																																																	
Purpose of Form																																																																																	
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																																																																																	
• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property)																																																																																	
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																																																																	
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																																																																	

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

F6.2 NON-CONFLICT OF INTEREST

By submitting a proposal in response to this solicitation, Proponent represents that in the preparation and submission of its proposal, said Proponent did not either directly or indirectly, enter into any combination or arrangement with any person, Proponent, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid or proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Proponent certifies that to the best of its knowledge, no circumstances exist which shall cause a conflict of interest in performing services for the City of South Fulton, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this Request for Proposals.

Signature: _____

Type Name: _____

Title: _____

Firm: _____

F6.3 NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____, in the County of _____, and the State of _____, of full age, being duly sworn according to law on my oath depose and say that: I am _____ of the firm of _____.

The Proponent making the Proposal for the above named Contract, and that I executed the said Proposal with full authority so to do; that said Proponent has not, directly or indirectly, entered into any agreement, participate in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Contract; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of South Fulton relied upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said Proposal.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

(Name of Proponent)

(Signature of Proponent)

Subscribed and sworn to before me

This ____ day of _____, 20____.

(Signature of Notary Public)

Notary Public of _____

My Commission expires _____, 20____

F6.4 BUSINESS ENTITY CERTIFICATE

(a) CORPORATE CERTIFICATE

I, _____, certify that I am the
_____ of the Corporation named as Proponent herein, same
(title)

being organized and incorporated to do business under the laws of the State of
_____; that _____ who executed this Proposal
on behalf of the Proponent was, then and there, _____ and
(title)

that said Proposal was duly signed by said officer for and on behalf of said corporation,
pursuant to the authority of its governing body and within the scope of its corporate powers.

This ____ day of _____, 20 ____.

(Printed Name)

(Signature)

(Corporate Seal must be affixed above)

(b) PARTNERSHIP, LLC, AND OTHER ENTITIES

I, _____, certify that I am authorized to sign to
commit _____ named a Proponent in the foregoing Proposal.
That said company is formed under the laws of the State of _____.
This ____ day of _____, 20 ____.

(Printed Name)

(Signature)

F6.5 CERTIFICATE OF AUTHORITY – JOINT VENTURE

(Separate Certificate to be submitted by each joint venture partner)

I, _____, (1) certify that:

- 1 I am the _____ (2) of _____, (3) (hereinafter “Venturer”);
- 2 Venturer is a partner and participation in the joint venture having submitted the Invitation to Bid or Request for Proposal No. _____ for

(Insert Project Name).
- 3 Venturer is organized and incorporated to do business under the laws of the State of _____; and
- 4 Said Invitation to Bid or Request for Proposal No. _____ was duly signed by said officer for and on behalf of said Venturer and the Contractor pursuant to the authority of the governing body of each and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock or ownership interest in Venturer as of this date are as follows:

This _____ day of _____, 20____.

By: _____
Signature of Person Executing Certification

INSTRUCTIONS FOR COMPLETION OF THIS CERTIFICATE

1. Name of secretary (if Venturer is a corporation), or Manager or CEO (if Venturer is an LLP of Venturer).
2. Title of person executing Certification.
3. Name of joint venture partner.

COPY THIS FORM AND SUBMIT SEPARATE CERTIFICATES FOR EACH JOINT VENTURE PARTNER WITH THE BID OR PROPOSAL.

F6.6 ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance for services on behalf of City of South Fulton (name of public employer), has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the Contract period and the undersigned contractor will Contract for the physical performance of services in satisfaction of such Contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

RFP # 23-01 Standby Engineering Services for the City of South Fulton
Name of Project

City of South Fulton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the ____ day of _____, 20____.

Notary public

My Commission Expires: _____

F6.7 ILLEGAL IMMIGRATION AND ENFORCEMENT ACT
SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a Contract with (_____) (name of contractor) on behalf of the City of South Fulton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the Contract period and the undersigned subcontractor will Contract for the physical performance of services in satisfaction of such Contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Contractor

RFP # 23-01 Standby Engineering Services for the City of South Fulton
Name of Project

City of South Fulton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20__ in _____ (County), _____ (State)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this _____, day of _____, 20__.

Notary Public (Seal)

My Commission Expires: _____

F6.8 SUB-CONTRACTOR INFORMATION FORM

The Proponent shall identify all proposed Sub-Contractors who shall be performing work under the proposed Contract. The Proponent certifies that the following individuals, firms, or businesses must be hired or awarded subcontracts for the indicated portions of the work in the event that the Proponent is awarded a Contract.

Please list all proposed Sub-Contractors below:

1. TYPE OF WORK: _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

2. TYPE OF WORK: _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

3. TYPE OF WORK: _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

4. TYPE OF WORK: _____			
Name _____			
Street Address _____	City _____	State _____	Zip _____

(Make additional copies as necessary)

F6.9 ACKNOWLEDGEMENT OF PROPONENT

STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned authority a Notary Public in and for the State of _____, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say; that the forgoing proposal submitted by _____ hereafter called "Proponent" is duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proponent affirms that it is duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared its proposal in collusion with any other Proponent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

The undersigned certifies that the proposed costs contained in this proposal have been carefully checked and are submitted as correct and final and if proposal is accepted, agrees to furnish the articles and/or services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Proposal.

Proponent Information:

_____ (Company)	_____ (Signature)
_____ (Address)	_____ (Printed Name)
_____ (City, State, Zip)	_____ (Title)

Sworn to and subscribed before me this _____ day of _____ 20____.

Notary Public in and for the State of _____

(Seal)

(FAILURE TO SIGN THIS SECTION SHALL DISQUALIFY PROPONENT'S RESPONSE)

F6.10 REFERENCE AND RELEASE FORM

List at least four (4) references for the Prime proponent and each proposed subcontractor using a separate Reference and Release Form for each. Provide the information requested in the form below for the contact person who will verify the Proponent's experience and ability to perform the type of services listed in the RFP.

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

Company Name	Contract Period (Including Completion Date)		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address			
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of the RFP.

Signed _____ Title _____
(Authorized Signature)

Company Name _____ ☐ Proponent ☐ Subcontractor

Date _____

F6.11 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I _____, as an authorized agent of _____ shall comply completely and promptly with all insurance requirements contained in the City's Request for Proposal RFP # 23-01 Standby Engineering Services for the City of South Fulton pertaining to insurance and/or bonding.

Proponent understands that it is required to share the City's insurance and/or bonding requirements with the appropriate surety company(s) and/or insurance brokers, agents, underwriters, etc. prior to any award of a Contract and to take all necessary steps to ensure compliance with the applicable bonding, insurance, and endorsement requirements without delay. **Proponent understands, acknowledges, and agrees that its failure to fully comply with these requirements within five (5) days and no more than ten (10) days of the date proponent receives a final Contract from the City, may result in the forfeiture of the bid guarantee submitted with its proposal and/or the disqualification of Proponent from further consideration for the Contract.**

By executing this Acknowledgement of Insurance Requirements, I represent that I am authorized to make the representations contained herein on behalf of _____. Further by signing below, I represent that _____ understands and agrees to unconditionally comply with all requirements related to bonding and insurance contained in the City's Contract attached hereto as Appendix A.

Date: _____, 20____.

Corporate Proponent

Signature

Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

Non-Corporate Proponent

Signature

Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

F6.12 EXCEPTIONS FORM

If there are, any exception(s) or clarification(s) taken to the RFP use this form to list description and page number to which you are taking an exception. ANY exception(s) to the RFP shall be explained in full. No exceptions shall be taken to the City's insurance or indemnification provisions. City of South Fulton will determine the Proponent's compliance with the Proposal requirements based on the information submitted and its exceptions to the RFP. Attach additional pages if more space is needed.

[illegible]

F6.13 CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST FOR DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF WORK

Certification of Absence of Conflict of Interest
For Development of Specifications or Scope of Work

*Required for each Contract or arrangement to prepare or develop specifications or requirements
(O.C.G.A. § 36-80-28)*

The undersigned Proponent, who is entering into a Contract or arrangement with (City of South Fulton, Georgia) to prepare or develop specifications or requirements for an invitation for bids, request for proposals, purchase order, or any other type of solicitation for said (City of South Fulton, Georgia) certifies that:

1. The Proponent shall avoid any appearance of impropriety and shall follow all policies and procedures of (City of South Fulton, Georgia) as may be related to the project.
2. The Proponent discloses below any material transaction or relationship currently known to the Proponent that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Proponent, or the Proponent's employees, agents, or subsidiaries (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

3. The Proponent shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Contract or arrangement.
4. The Proponent acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to the (City of South Fulton, Georgia) entitling (City of South Fulton, Georgia) to seek injunctive relief in addition to all other legal remedies.

Signature of Proponent's Authorized Official

Printed Name & Title of Authorized Official

Date

F6.14 CERTIFICATION OF DISQUALIFICATION OR REMOVAL

The undersigned Bidder/Proponent declares that the applying organization has not been debarred, disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project because of violations of law or safety regulation.

I, _____, authorized agent of _____
(Name of Organization)

Hereby certify, under penalty of perjury under the laws of the State of Georgia, that the organization has not been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of violations of law or a safety regulation.

Bidder/Proponent Information:

(Company)

(Signature)

(Address)

(Printed Name)

(City, State, Zip)

(Title)

Sworn to and subscribed before me this _____ day of _____
20____.

Notary Public in and for the State of _____
(Seal)

APPENDIX C

REQUIRED CONTENT OF PROPOSAL

This appendix will identify what information should be submitted within your proposal in response to this RFP and the order in which it should appear. More information regarding your process to follow when submitting your proposal is described within the RFP (Information and Instructions to Proponents).

Proponent should indicate the required documents are included within the proposal and the location of those documents by placing the word “Yes” by each requirement and specifying the page or reference number where that document is located. Failure to place “yes” by each requirement may cause the Department to reject the proposal.

The checklist is provided for the convenience of the Proponent, but it is the Proponent’s responsibility to review the entire RFP and ensure a response is made to all requirements. Unless otherwise indicated, Proponents must meet all of the following requirements to be considered for evaluation under this RFP.

Yes/No	Page/Ref. No.	
		1. <u>Executive Summary</u> The proposal should contain a cover letter and introduction including: the company name, address, and the name, telephone number and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.
		2. <u>Proposal Form</u> The proposal must contain a signed proposal solicitation page (First Page of Document).
		3. <u>Agreement to Project Requirements</u> The Proponent must indicate its agreement to all of the requirements for this project with the signing of the Contract and submittal of your technical proposal.
		4. <u>Contract Exceptions</u> The Contract that the City intends to use is identified as Attachment C. Any exceptions to the Contract must be identified on Form 6.12 Exceptions Form.

		5. <u>Summary of Understanding the Scope of Services</u> The Proponent should indicate their understanding of the requested services and describe how it proposes to provide those services to the City as listed under section 5.2, Item 5.2.2.
		6. <u>Company Background</u> The Proponent must include the following information:
		a. A description of your firm's background and history as requested in section 5.2, Item 5.2.1.1.
		b. A list of all corporate offices and indicate which office will service this account.
		c. A broad overview of your firm, including any parent affiliated or subsidiary company, and any business partners. Provide an organization chart of your firm and describe the relationship between each component of your firm.
		d. Disclose in detail anything that may create a conflict or appearance of a conflict of interest.
		e. Disclose whether, within the last five (5) years, your organization or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.
		f. Include the signed and notarized Form 6.11, Acknowledgement of Insurance Requirements under Appendix B, Required Form Submittals. Proponent will have no more than ten (10) days to obtain ALL required insurance and submit to the Finance Division, Contracts & Procurement upon an award to your firm.
		g. Resumes for each employee that will be assigned to this Contract.
		h. A list of current clients as requested in section 5.2, Item 5.2.3.3.

		i. A description of your firm's/consultant's experience with other government organizations as requested in section 5.2, Item 5.2.3.1.
		7. <u>Requirements</u> Please address each item in Section 5.2, Item 5.2.2, focusing on your ability to perform each required service for the City.
		8. <u>References</u> a. A list of the names and address of at least four (4) clients who have hired your firm for similar services as detailed in this RFP, including the name, title, telephone number of the contact person and length of the Contract. The City may, at their discretion, contact references. b. A list of names and addresses of all clients who have terminated your relationship for performing similar services as detailed in this RFP during the past three (3) years and their reason for doing so. Please include the name, title, and telephone number of the contact person. (If no terminations have occurred, please N/A in the Page/Ref. No. blank). This includes normal Contract expiration.
		9. <u>Financial Information</u> The Proponent shall provide accurate and legible financial disclosures to the City as requested in section 5.2.5.1.

ATTACHMENT A SCOPE OF SERVICES

ATTACHMENT A SCOPE OF SERVICES

1. GENERAL

1.1 The Scope of services may include, but are not limited to the following categories:

1.1.1 Transportation Engineering and Design Services; and

1.1.2 Right-of-way (ROW) Services.

2. Category A – Transportation Engineering and Design Services

2.1 The Proponent shall provide design services and develop engineering plans as requested by the City for improvements on multi-lane roads, two-lane roads, improvements may include road extensions, addition of lanes, rehabilitation/replacement of major and minor road bridges, additional turn lanes, correction of vertical and/or horizontal alignment, improvement of sight distance, paving unpaved roads, and other facilities as directed by the City. In addition to these roadways, the Proponent shall provide design services and develop engineering plans as requested by the City to provide improvements to intersections such as signalization, installation of roundabouts, and deceleration turn lanes.

2.2 These services will include concept development, right of way records research and Survey Services including sending notification of survey letters to affected property owners, drainage calculations, cost and quantity estimates and construction and right of way plan preparation. The Proponent may be asked to provide Pedestrian/Bikeway Improvement Design Services as detailed below, Intersection Improvement Design Services as detailed below, Traffic Engineering and ITS/ATMS Design Services studies and projections as detailed below. The Proponent is expected to handle the plan submission, walk-through, and approval process to obtain development permit(s) as appropriate.

2.3 The construction and right of way plans shall generally follow GDOT format as directed by the City, and will generally include specifications, quantity calculations, typical sections, construction plan sheets, right of way plan sheets and tables, drainage plans and profiles, cross sections, mainline/side street/driveway plan sheets with profiles as appropriate, erosion control/water quality and monitoring plans as appropriate, traffic control/staging plans/detour plans as appropriate, utility plans both public and private including water/sewer design and adjustment, signing/marketing/signal plans as appropriate, specifications and structural design for structures and retaining walls.

2.4 The Proponent shall perform subsurface record investigation and related tasks to obtain applicable underground utility information for project development under this category. Services to be performed include, but are not limited to,

subsurface utility investigations, identifying and evaluating underground utilities/facilities, determining horizontal and vertical alignments of underground utilities, and providing engineering report of findings. Subsurface Utility Engineering (SUE) investigations are limited to Quality Levels B, C, and D only as defined in CI/ASCE 38-02 *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data*. The Proponent shall be responsible for obtaining utility accommodation schedules as well as for preparing utility plans (GDOT 24-series) and relocation plans (GDOT 44-series).

- 2.5** The Proponent may be asked to attend meetings with affected property owners, utility owners, etc. as directed by the City. Public information meetings may be held for specific projects or groups of projects in a particular area. Additional tasks and specialized design services may be required on a project basis and will be discussed and specified prior to the scope of services development.

2.6 Transportation Planning Services

- 2.6.1** The Proponent shall provide a variety of transportation planning services and shall be prequalified with GDOT for appropriate Area-Class corresponding to the services performed. These Transportation Planning Services include:

- 2.6.1.1** Traffic Impact/Access Studies;
- 2.6.1.2** Corridor Studies and Planning;
- 2.6.1.3** Bicycle/Pedestrian Planning and Design;
- 2.6.1.4** Travel Demand Modeling;
- 2.6.1.5** Community Outreach; and
- 2.6.1.6** GIS.

2.6.2 Traffic Impact/Access Studies

Conduct traffic impact analysis and develop cost-effective, context-sensitive, and implementable mitigation strategies. Recommended alternatives may need to be supplemented with sophisticated benefit- cost analysis. Advanced benefit-cost analysis should be able to quantify livability, economic competitiveness, safety, state of good repair, and sustainability benefits. Costs should include not only direct capital costs, but also O&M, rehabilitation, and life cycle costs. Potential external costs that could be quantified include noise, congestion, pollutants, and cost to users during construction.

2.6.3 Corridor Studies and Planning

The Proponent shall develop effective corridor studies and plans that address congestion, foster economic growth, and protect valued environmental and community resources. Corridor planning should balance safety and congestion issues with land use plans and economic development. Large scale corridor studies may include a variety of specialists, including transportation planners and engineers with multi-modal expertise, land use planners, environmental scientists, landscape architects, and community outreach professionals.

2.6.4 Bicycle/Pedestrian Planning and Design

The Proponent would assist City of South Fulton with planning, designing, and implementing bicycle, pedestrian and non-motorized vehicle trails and routes.

2.6.5 Travel Demand Modeling

Develop, refine, and apply the Atlanta Regional Commission's regional multimodal travel demand model. Use refined and specialized travel demand models such as mesoscopic and microscopic models, various network analysis models, simulation software and GIS systems to plan transportation improvements.

2.6.6 Community Outreach

The Proponent shall develop personalized community outreach plans to help ensure an open and inclusive community planning process. Communication strategies should deliver information to stakeholders and get them engaged enough to provide meaningful feedback.

2.6.7 GIS

The Proponent may be tasked with assessing City of South Fulton's transportation GIS data needs which may lead to improvements to existing extensions or the development of a customized GIS application. As needed by the City, Proponent may produce maps and informational graphics using a variety of media including print, internet, and other electronic formats that translate complex data and ideas into clearly understandable visual presentations.

2.6.8 The Proponent may be asked to attend meetings with affected property owners, utility owners, etc. as directed by the City of South Fulton. Public information meetings may be held for specific projects or groups of projects in a particular area.

2.6.9 Additional tasks and specialized design services may be required on a project basis and will be discussed and specified prior to the scope of services development.

2.7 Sidewalk/Trail Design including Landscape Design Services

2.7.1 The Proponent shall provide design services and develop engineering plans as requested by City of South Fulton to add, improve, and extend sidewalks, multi-use paths, trails and bikeways. These services will include concept development, right of way records research and Survey Services as needed including sending notification of survey letters to all affected property owners, drainage calculations, cost and quantity estimates and construction and right of way plan preparation. The Proponent is expected to handle the plan submission, walk-through and approval process to obtain development permit(s) as appropriate.

- 2.7.2** The construction and right of way plans shall generally follow GDOT format as directed by City of South Fulton and will generally include specifications, quantity calculations, typical sections, construction plan sheets, right of way plan sheets and tables, drainage plans and profiles, cross sections, mainline/side street/driveway plan sheets with profiles as appropriate, erosion control/water quality and monitoring plans as appropriate, traffic control and staging plans as appropriate, utility plans both public and private including water/sewer design and adjustment, signing/markings/signal plans as appropriate, specifications and structural design for structures such as pedestrian bridges and retaining walls.
- 2.7.3** Proponents may be asked to provide recommended type, quantity, locations, and interpretation/incorporation of results.
- 2.7.4** The Proponent may be asked to attend meetings with affected property owners, utility owners, etc. as directed by the City of South Fulton. Public information meetings may be held for specific projects or groups of projects in a particular area.
- 2.7.5** Additional tasks and specialized design services may be required on a project basis and will be discussed and specified prior to the scope of services development.
- 2.7.6** The Proponent may be asked to perform other development design services such as sustainability design.

2.8 Traffic Engineering and ITS/ATMS Engineering Design Services

- 2.8.1** The Proponent shall provide services for Traffic Signal and ATMS Design, Traffic Studies, Traffic Signal Timing Optimization, and operate as an Extension of Staff. The Proponent shall also provide engineering services to support the operation, maintenance, and expansion of the City's ITS/ATMS Infrastructure.
- 2.8.2** Tasks performed in this category must relate to traffic engineering services and will generally include the following:
- 2.8.2.1** Development of Project Scope of Services;
 - 2.8.2.2** Review and Research of pertinent County and Public Records;
 - 2.8.2.3** Research of Design Criteria and Investigation of Site Conditions;
 - 2.8.2.4** Preparation of Plan Package including any supporting Documents;
 - 2.8.2.5** Development of Engineers Estimate of Probable Construction Cost; and
 - 2.8.2.6** Submittal of Executive Summary or Final Design Report.

2.8.3 Design Services

- 2.8.3.1** The Traffic Signal Design services can include new signal locations and modifications for construction or scheduled rebuilds at various existing signalized locations.

2.8.3.2 The ITS/ATMS Design Services can include various infrastructure including fiber optic cable, closed circuit television cameras, ethernet routers, connected vehicle transmitters, and other devices as deemed necessary to improve, extend, modify, and repair the City's ITS/ATMS coverage.

2.8.3.3 The Proponent may be asked to attend meetings with affected property owners, utility owners, etc. as directed by the County. Public information meetings may be held for specific projects or groups of projects in a particular area.

2.8.3.4 Additional tasks and specialized design services may be required on a project basis and will be discussed and specified prior to the scope of services development. Other design services and development could include survey and staking, property research, sustainability design, and connected vehicle technology integration.

2.8.4 Traffic Studies

The Traffic Studies services can include signal warrant analysis, impact studies, and safety analysis. The studies can include both intersections and corridors. The services may also include the independent review of traffic studies that have been submitted to the County.

2.8.5 Traffic Signal Timing Optimization

The Traffic Signal Timing Optimization services can include development and preparation, signal software database modifications, field implementation and verification, and fine-tuning adjustments to new coordination plans on various arterial and signal systems as required. This can also include assistance with traffic responsive plans, automated traffic signal performance measures, MAP messages, preemption programming, and implementation and management of connected vehicle programs.

2.8.6 Extension of Staff

2.8.6.1 Additionally, on an as needed basis, the Proponent may be asked to provide staff to work as an extension of City's staff to assist and complement existing staff

2.8.6.2 Proponent staff will be assigned various traffic signal and operational citizen service requests for investigation and completion throughout the City. Creation, Testing, and Monitoring of Signal Timings Proponent staff will be asked to assist City personnel by developing traffic signal timings for new installations and phasing modifications at existing locations as necessary.

2.8.6.3 ITS/ATMS Integration Services shall include the addition of network devices, updating master plans, writing, or amending specifications

and other tasks as deemed necessary to improve, extend, modify, and repair the County's ITS/ATMS network.

3. Category B – Right-Of-Way Services

3.1 The City of South Fulton is seeking professional services from a Firm or Firms to provide a wide range of easement and right of way acquisition services for the Capital Improvement Program (CIP) - locally and federally funded projects and TSPLOST program. The CIP and TSPLOST include six and ten active projects, respectively.

3.2 Services needed may vary from project to project but will typically include titles; appraisals; appraisal reviews; negotiations; relocation assistance; project management; titles and closings; and other related acquisition services. Upon completion, the selected Proponent will compile and complete a Project Report. The Report shall summarize in detail all relocations, i.e., residential, non-residential, miscellaneous moves, & outdoor advertising. (Project Report shall be written by a qualified person(s). Note: The Cost of the Project Report is part of the fee proposal.

3.3 Titles & Closings

Closings, titles, and other legal services shall be performed by the City of South Fulton. The City of South Fulton will select the closing attorney. It shall be the Proponents responsibility to assist the City by preparing and securing all documentation necessary to conduct the closing.

3.4 Appraisals/Appraisal Reviews

3.4.1 Appraisers must be selected from GDOT pre-qualified real estate appraisers.

3.4.2 Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.

3.4.3 For the initial appraisal, prepare complete appraisal report for each parcel to be acquired. These reports shall conform to GDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

3.4.4 As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.

3.4.5 As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be

required.

- 3.4.6** Complex BAV (Before and After Value) In rare instances the complexity of a property and/or appraisal problem may require specialized knowledge or increased documentation. It is anticipated that the selected Proponent will coordinate with the design engineer with subsequent notification and recommendations to the City.

3.5 Appraisal Review Service

Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached, compliance with Department policies and procedures and the Uniform Standards of Professional Appraisal Practices.

3.6 Negotiation Services

- 3.6.1** Analyze preliminary title report to determine potential title problems, propose and inform the City of methods to cure title deficiencies.
- 3.6.2** Analyze appraisal and appraisal review reports and confirm approved value with City prior to making offer for each parcel.
- 3.6.3** Prepare the initial offer letter, memorandum of understanding, instruments of conveyance, and any other documents required.
- 3.6.4** The written offer, approved appraisal report and required brochures must be given to each property owner or the property owner's designated representative. Shall maintain a record of contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- 3.6.5** Respond to property owners' inquiries verbally and in writing within three (3) business days.
- 3.6.6** Shall have a minimum of three (3) contacts with each property owner or the property owner's designated representative and maintain a precise record of contacts for each parcel on applicable forms. Details of each meeting with the Property Owner shall be promptly entered into the Right of Way Databook after each meeting to ensure accuracy.
- 3.6.7** Advise property owner of the settlement process. Transmit to the City any written counteroffer from property owners including supporting documentation and provide recommendation with regard to settlements.
- 3.6.8** Issue Property Owner's Survey to the property owner.
- 3.6.9** Comply with GDOT right-of-way acquisition policies, procedures and manuals

as required.

3.7 Relocation Assistance Services for Residential, Non-Residential, Miscellaneous Moves, and Outdoor Advertising

- 3.7.1** When relocation assistance is required as part of a contract the selected Proponent shall complete an Acquisition Stage Relocation Report (ASRR) for any and all relocations being assigned.
- 3.7.2** All relocations will be done in accordance with 49 CFR, Part 23, Uniform Relocation Assistance and Real Property Regulations for Federal and Federally Assisted Programs.
- 3.7.3** The Relocation Assistance Specialist should provide advance notice of the date and time of their initial meeting with the Displacee with (if applicable and practical) the Appraiser's inspection of the subject property in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Assistance Specialist.
- 3.7.4** Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with appropriate Relocation Assistance Brochure.
- 3.7.5** Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of right of way.
- 3.7.6** Locate, evaluate, and maintain files on comparable available housing.
- 3.7.7** Compute and submit the request for relocation housing/rental supplement as appropriate.
- 3.7.8** Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package. The 90-day notice may not be delivered prior to a personal interview with the Displacee to determine the type, needs and eligibilities.
- 3.7.9** Notify the City immediately if the Displacee does not move after the 30-day notice.
- 3.7.10** Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with Department policy.
- 3.7.11** Coordinate and monitor with displaced homeowners, business owners, tenants, and with moving companies in accordance with Department procedures.
- 3.7.12** Maintain relocation record of contacts journaling all attempted and completed

contacts with all parties. This includes descriptions of the reasons and outcome for each contact.

3.7.13 Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.

3.7.14 Relocation agent will be available for any appeals and hearings.

3.7.15 Issue Relocation Surveys to all Displacees.

3.7.16 Residential, Non-Residential, and Miscellaneous Move Relocations

3.7.17 Residential Relocation Agents will be responsible for the following:

- 3.7.17.1** Explaining Relocation Assistance Program and possible benefits available to displaced persons;
- 3.7.17.2** Determining eligibility for Relocation Assistance benefits;
- 3.7.17.3** Determining need for Last Resort Housing;
- 3.7.17.4** Justifying need for Last Resort Housing;
- 3.7.17.5** Offering advisory services;
- 3.7.17.6** Updating worksheet;
- 3.7.17.7** Calculating rent and/or purchase supplement computations and all revisions;
- 3.7.17.8** Determining personal property located within the acquisition;
- 3.7.17.9** Issuance of 90 day and 30 day notices;
- 3.7.17.10** Performing Decent, Safe and Sanitary Inspections of replacement property;
- 3.7.17.11** Determining eligible incidental expenses for reimbursement;
- 3.7.17.12** Determining Mortgage Interest Differential payment eligibility;
- 3.7.17.13** Securing required documentation necessary for filing claims;
- 3.7.17.14** Filing all claims on proper forms in a timely manner;
- 3.7.17.15** Attending closings of replacement property;
- 3.7.17.16** Ensuring requirements of program benefits are met;
- 3.7.17.17** Filing required reports in a timely manner;
- 3.7.17.18** Inspecting that personal property is removed from acquired area;
- 3.7.17.19** Secure key(s) to acquire improvements;
- 3.7.17.20** Turning key(s) over to appropriate entity;
- 3.7.17.21** Assisting displaced person(s) with the Appeals;
- 3.7.17.22** Being available for deposition and/or testimony at any hearing;
- 3.7.17.23** Making themselves and contact information available to displaced person(s);
- 3.7.17.24** Coordinate with appropriate GDOT district and its Right of Way personnel; and
- 3.7.17.25** Submit completed files to the City.

3.7.18 Nonresidential Relocation Agents will be responsible for the following:

- 3.7.18.1** Explaining Relocation Assistance Program and possible benefits available to displaced;
- 3.7.18.2** Determining eligibility for Relocation Assistance benefits;
- 3.7.18.3** Offering advisory services;
- 3.7.18.4** Updating worksheet;
- 3.7.18.5** Determining personal property located within the acquisition;
- 3.7.18.6** Identifying any hazardous wastes or substances;
- 3.7.18.7** Issuance of 90 day and 30 day notices;
- 3.7.18.8** Determining which nonresidential benefits are best for Displacee;
- 3.7.18.9** Determining compensation for moving personal property;
- 3.7.18.10** Securing bids for moving personal property (if necessary);
- 3.7.18.11** Determining if displaced is eligible for reestablishment benefits;
- 3.7.18.12** Determining which expenses are eligible for reestablishment;
- 3.7.18.13** Obtaining CO approval prior to the reestablishment;
- 3.7.18.14** Obtaining before and after pictures of reestablishment;
- 3.7.18.15** Determining if displaced is eligible for in lieu of move benefits;
- 3.7.18.16** Obtaining required tax documentations for in lieu of move benefits;
- 3.7.18.17** Determining in lieu of move benefit;
- 3.7.18.18** Obtaining required documentation necessary for filing claims;
- 3.7.18.19** Filing all claims on proper forms in a timely manner;
- 3.7.18.20** Ensuring requirements of program benefits are met;
- 3.7.18.21** Filing required reports in a timely manner;
- 3.7.18.22** Inspecting that personal property is removed from acquired area;
- 3.7.18.23** Assisting displaced person(s) with the Appeals;
- 3.7.18.24** Being available for deposition and/or testimony at all hearings as required; and
- 3.7.18.25** Submit completed files to the City.

3.7.19 Miscellaneous Move Relocation Agent will be responsible for the following:

- 3.7.19.1** Explaining Relocation Assistance Program and possible benefits available to displaced persons;
- 3.7.19.2** Determining eligibility for Relocation Assistance benefits;
- 3.7.19.3** Offering advisory services;
- 3.7.19.4** Updating worksheet;
- 3.7.19.5** Determining personal property located within the acquisition;
- 3.7.19.6** Issuance of 90 day and 30 day notices;
- 3.7.19.7** Determining compensation for moving personal property;
- 3.7.19.8** Securing bids for moving personal property (if necessary);
- 3.7.19.9** Obtaining required documentation necessary for filing claims;
- 3.7.19.10** Filing all claims on proper forms in a timely manner;
- 3.7.19.11** Ensuring requirements of program benefits are met;
- 3.7.19.12** Filing required reports in a timely manner;
- 3.7.19.13** Inspecting that personal property is removed from acquired area
- 3.7.19.14** Assisting displaced person(s) with the Appeals;

- 3.7.19.15** Being available for deposition and/or testimony at appropriate hearings;
- 3.7.19.16** Making themselves and contact information available to displaced person(s);
- 3.7.19.17** Willingly work through assigned GDOT Right of Way personnel as required; and
- 3.7.19.18** Submit completed files over to ROW Project Manager.

3.8 Sub-providers

3.8.1 Sub-Providers providing service under the work authorization shall meet the same requirements and level of experience as required of the respondent. No subcontract under the letter agreement shall relieve the primary respondent of responsibility for the service. If the respondent uses a Sub-Provider for any or all of the work required, the following conditions shall apply under the listed circumstances:

- 3.8.1.1** Respondents planning to subcontract all, or a portion of the work shall identify the proposed Sub-Providers.
- 3.8.1.2** Subcontracting shall be at the respondent's expense.
- 3.8.1.3** The City retains the right to check Sub-Provider's background and make a determination to approve or reject the use of submitted Sub-Providers.
- 3.8.1.4** The respondent shall be the only contact for the City and Sub-Providers and respondent shall list a designated point of contact for all City and Sub-Provider inquiries.

3.9 Project Management-Services shall include, but are not limited to the following activities:

3.9.1 Communication

- 3.9.1.1** Maintain a project right of way status report including a separate project status report for relocations in accordance with applicable standards.
- 3.9.1.2** The City of South Fulton Public Works Department shall be the only point of contact for the respondent Project Manager upon award of a Notice to Proceed.

3.9.2 Maintain all working files at the respondent's principal office. To make all working files available for review by the City personnel.

3.9.3 Provide invoices in accordance with City project identification and supporting documentation. Supporting documentation requirements are determined by the City;

3.9.4 Maintain records of all correspondence and contacts with property owners.

3.9.5 Responsible for monitoring all right of way activities associated with a highway project.

3.9.6 Shall attend monthly status meeting with appropriate ROW Project Staff. Date, time, and location are determined by the City.

- 3.9.7** The respondent project manager shall deliver all project files, correspondence, and other project related materials within 30 days of completion of the project to the City.

4. Plan Submittals

- 4.1** For all categories, the following plan set submittal schedule shall be followed unless otherwise directed by the City:
- 4.1.1** Concept Plan — 3 full size (possibly color on aerial) and an electronic copy (.dgn or .dwg and pdf format) on a PC compatible CD/DVD or equivalent
 - 4.1.2** Preliminary Plan(s) — 3 full size sets and 3 half size sets and an electronic copy (.dgn or .dwg and pdf format) on a PC compatible CD/DVD or equivalent
 - 4.1.3** ROW Plans — 3 full size sets and 3 half size sets, if separate set, and an electronic copy (.dgn or .dwg and pdf format) on a PC compatible CD/DVD or equivalent
 - 4.1.4** 90% Plans — 3 full size sets and 3 half size sets and an electronic copy (.dgn or .dwg and pdf format) on a PC compatible CD/DVD or equivalent
 - 4.1.5** Final Plans — 3 full size sets, 3 half size sets and an electronic copy (.dgn or .dwg and pdf format) on a PC compatible CD/DVD or equivalent
- 4.2 The Proponent is expected to handle the plan submission, walk-through and approval process to obtain development permit(s) as appropriate.**

Note: Additional electronic versions, information and files may be requested depending upon scope and size of project.

ATTACHMENT B PROPOSAL COST FORM

ATTACHMENT B PROPOSAL COST FORM

Please provide a price for each item listed, including all costs, direct and indirect, administrative cost, and all things necessary for Standby Engineering Services as specified in Attachment A, Scope of Services.

All projects assigned shall be based upon a dollar per hour rate (i.e., roads, intersection improvements, drainage improvements, engineering and traffic studies, inspections, bridges, etc.).

Item No.	Position	Description	Hourly Rate
1	Principal-in-Charge	Oversees company operations; Assures products quality & client	
2	Engineer Principal	Manages company-wide engineering operations and projects	\$
3	Project Director	Oversees execution of several major engineering projects	\$
4	Project Manager	Manages execution of multidisciplinary project(s)	\$
5	Project Engineer	Lead engineer on multidisciplinary project(s)	\$
6	Construction Manager	Directs construction administration services	\$
7	Senior Engineer	Organizes and leads engineering design team in his/her discipline	\$
8	GA Registered Engineer	Independently performs conventional engineering tasks	\$
9	E.I.T Engineer	Conducts limited and specific engineering tasks	\$
10	Engineering Technician	Performs routine design procedures under direction of an engineer	\$
11	CAD Operator	Performs computerized drafting under supervision of engineer	\$
12	Sr. Resident Inspector	Monitors compliance of construction with plans & specifications	\$
13	GA Registered Surveyor	Supervises collection and certifies accuracy of surveying data	\$
14	2-person Survey Crew	Collects surveying data in the field	\$
15	3-person Survey Crew	Collects surveying data in the field	\$
16	Administrator	Performs administrative and accounting functions	\$
17	Secretary	Provides clerical support	\$

18	Geotech. Investigator	Coordinates all aspects of geotechnical investigations and reports	\$
19	Geotech. Field Director	Supervises geotechnical field crews	\$
20	Geotech. Lab Director	Supervises laboratory evaluation of geotechnical samples	\$
21	Geotech. Technician	Performs geotechnical field and laboratory work	\$
22	Registered Geologist	Verifies geotechnical field and laboratory work	\$
23	Project Ecologist	Wetland Delineations	\$
24	Project Archeologist	Archeological Surveys	\$
25	Traffic Field Technician	Traffic Data Collections	\$
26	ROW Manager	Supervises all aspects of ROW acquisition	\$
27	ROW Negotiator	Coordinates and negotiates with property owner	\$
28	ROW Attorney	Performs titles searches reviews closing documents, and conducts closings	\$
29	ROW Paralegal	Prepares closing packages & coordinates closings	\$
30	ROW Administrative Assistant	Assist & coordinate certain aspects of ROW acquisition	\$

PLEASE LIST ANY ADDITIONAL POSITIONS (IF APPLICABLE)

Item No.	Position	Description	Hourly Rate
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			

Printed Name

Title

Signature

Date

Company Name



ATTACHMENT C - DRAFT CITY CONTRACT

RFP # 23-01 STANDBY ENGINEERING SERVICES FOR THE CITY OF SOUTH FULTON



SERVICES CONTRACT

Solicitation Title

Solicitation Number

THIS CONTRACT (the "Contract") is made this ____ day of _____, 20____ by and between _____ (the "Contractor") and the CITY OF SOUTH FULTON, GEORGIA, a political subdivision of the state of Georgia ("COSF" or the "City").

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 "Contractor" means the entity first named above whose principal business address is **(Contractor's primary address)**, whose Federal Employer Identification Number or Social Security Number is **(Contractor's FEIN)**, and whose COSF vendor ID number is **(Number)**.
- 1.2 "Financial Proposal" means the Contractor's **[pick one: Financial Proposal or Best and Final Offer (BAFO)]** dated _____ **(Financial Proposal date or BAFO date)**.
- 1.3 "RFP" means the Request for Proposals for **solicitation Title**, Solicitation # **solicitation Number**, and any amendments, addenda, and attachments thereto issued in writing by the City.
- 1.4 "Technical Proposal" means the Contractor's Technical Proposal dated _____ **(Technical Proposal date)**, as modified and supplemented by the Contractor's responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.5 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-F, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – RFP Documents, including general scope of services

Exhibit B – Technical Proposal

Exhibit C – Financial Proposal

Exhibit D – Legislation (if applicable)

Exhibit E – Insurance and Bonding Requirements/Certificate

Exhibit F – Additional Contract Documents

Exhibit G – Federal Funds Attachments (if applicable)

- 2.2 The City may, at any time, by a change order, make unilateral changes in the work within the general scope of the Contract. No other actions shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 The Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals required, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the City following any required prior approvals, including approval by the City Council, if such approval is required (the "Effective Date") and shall continue until _____ ("Initial Term").
- 3.2 In its sole discretion, the City shall have the unilateral right to extend the Contract for <<enter the number of periods >>, successive one -year renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the City shall pay the Contractor in accordance with the terms of this

Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

The total amount of payments by City under this Contract shall not exceed \$_____ (the "NTE Amount"), which includes \$_____ for the Initial Term **[If one or more option periods exist, then include:]** and \$_____ for the Renewal Term(s).

Contractor shall notify the Contract Administrator, in writing, at least sixty (60) days before payments reach the NTE Amount. After notification by the Contractor, if the City fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult and work in good faith with the City to establish a plan of action to assure that every reasonable effort is undertaken by the Contractor to complete critical work in progress prior to the date the NTE Amount will be reached; and (b) when applicable secure databases, systems, platforms, and applications on which the Contractor is working in an industry standard manner so as to prevent damage or vulnerabilities to any of the same due to the existence of any such unfinished work.

- 4.2 Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the City's receipt of a proper invoice from the Contractor.
- 4.3 In addition to any other available remedies, if, in the opinion of the City, the Contractor fails to perform in a satisfactory and timely manner, the City may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the City.
- 4.4 Payment of an invoice by the City is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the City and shall be available to the City at any time. The City shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the City, the Contractor hereby relinquishes, transfers, and assigns to the City

all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the City in effectuating and registering any necessary assignments.

- 5.3 The Contractor shall report to the Contract Administrator, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the City hereunder and if such markings are affixed, the City shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the City to the place designated by the City.

6. Exclusive Use

- 6.1 The City shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the City shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the City.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the City or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation.**

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date ("Pre-Existing Intellectual Property"). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the City to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the City or licensed by the City from third parties, including all information provided by the City to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the City under the Contract ("Deliverables"), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the City, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to

Contractor and its licensors, and the City will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the City a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the City a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the City in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the City a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the City and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third-party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third-party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the City or that adversely affects the City's rights or interests, without the City's prior written consent.
- 7.4. Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the City or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the City and at no cost to the City): (a) shall procure for the City the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5. Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the City to the Contractor. Notwithstanding anything to the contrary herein, the City may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the City as well as all required City approvals.
- 7.6. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled

by the City or any of its affiliates (or for which the City or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions, and conditions shall apply even if the City or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the City or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the City (or for which the City has received license rights) to become subject to any encumbrance or terms and conditions of any open-source license.

- 7.7 The Contractor shall report to the City, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the City's consent, any restrictive markings upon any Deliverables that are owned by the City, and if such markings are affixed, the City shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

- 8.1 All confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the City's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the City's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract.
- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any City data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the

manner and on the schedule set by the Contract Administrator. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.

- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data.
- 9.3 Protection of data and personal privacy shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of City information.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the City, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the City in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the City or that adversely affects the City's rights or interests, without the City's prior written consent.
- 10.2. The City has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the City of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting City Pre-Existing Intellectual Property, of other information considered to be the property of the City, including but not limited to City data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the City, unless prohibited by law from providing such notice. The Contractor shall promptly notify the City of such receipt providing the City with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process, or discovery request.

11. Non-Hiring of Employees

No official or employee of the City, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the City, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

- 12.1 If Contractor contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Contractor shall, without delay and within three (3) days of being aware of its circumstances giving rise to Contractor's claim, provide written notice of its claim to City. If Contractor fails to give timely notice as required by this subsection or if Contractor commences any alleged additional work without first providing notice, Contractor shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Contractor's written notice to City is required under this subsection, Contractor shall submit a change order relating to the claim.
- 12.2 The parties are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and City each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to the Services.
- 12.3 If a dispute or disagreement cannot be resolved informally, Contractor Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties exchange relevant information that will assist the parties in resolving their dispute or disagreement.
- 12.4 If City and Contractor are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternative dispute resolution.

13. Georgia Law Jurisdiction and Venue

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Georgia.
- 13.2 The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Contract will be litigated in such courts, and each of the Parties

waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Unauthorized Services

The Contractor acknowledges that this Contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council. Under Georgia law, Contractor is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Contractor's provision of services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides services to the City under a contract that has not received proper legislative authorization or if Contractor provides services to the City in excess of the any contractually authorized services, the City may withhold payment for any unauthorized services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized services to the City, however characterized, including, without limitation, all remedies at law or equity.

16. Non-Availability of Funding

If the City Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the City's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the City from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The City shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond or insurance 30 days prior to expiration of the current bond or insurance then in effect, or otherwise violates any provision of the Contract, the City may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the City's option, become the City's property. The City shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the City can affirmatively collect damages.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interest of the City. The Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

19. Delays and Extensions of Time

- 19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.
- 19.2 Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the City in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The City unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the City may determine to be appropriate for the convenience of the City.

21. Labor Trafficking Prohibitions

Pursuant to O.C.G.A. §16-5-46, Contractor agrees that its employees, directors, officers, owners, subcontractors, vendors, suppliers, agents and affiliates shall not engage in Human Trafficking including, but not limited to: (a) using forced labor, (b) engaging in misleading or fraudulent recruitment practices, (c) charging recruitment fees, (d) destroying, concealing, confiscating, or otherwise denying employee access to the employee's identification documents, (f) failing to provide an

employment agreement (if required) in an employee's native tongue and prior to the employee's departure from his/her place of origin. Contractor agrees to cooperate fully with and provide reasonable access to any agency or governmental authority conducting investigations into actual or alleged violations of this section, self-report activities that are inconsistent with or otherwise violate the provisions of this section or any other applicable law or regulation.

Contractor agrees that its subcontractors, vendors, and suppliers shall create and post a formal compliance plan at (a) at any and all locations at which Contractor engages in business and/or locations at which Contractor may have employees on site and/or (b) on any website owned by or maintained for its benefit. Contractor agrees to maintain a formal compliance plan including, as appropriate an employee awareness program about United States and State of Georgia anti-trafficking policy and preventative procedures. Each contractor and subcontractor must formally certify it has a compliance plan in place, due diligence was conducted, the absence of misconduct, and that, if misconduct was observed, that appropriate remediation and referral actions were taken.

Any violation of the provisions contained herein, in whole or in part, may result in (a) suspension of this Contract and/or any other existing agreements with Contractor and/or any current or future payments or compensation required pursuant to this Contract, (b) termination of this Contract or any existing, pending or future agreements with Contractor, (c) debarment, as defined under 48 C.F.R. 9.406-2 and/or (d) any other claims, actions, remedies, judgments, fees or costs as allowed in accordance with any Applicable law, now or hereafter in effect.

22. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the City hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the City, at all reasonable times. The Contractor shall provide copies of all documents requested by the City, including, but not limited to itemized billing documentation containing the dates, hours spent, and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

23. Right to Audit

- 23.1 The City reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance

with established procedures and internal controls over the services performed pursuant to the Contract.

- 23.2 Upon three (3) Business Days' notice, the City shall be provided reasonable access to Contractor's records to perform any such audits. The City may conduct these audits with any or all of its own internal resources or by securing the services of a third-party accounting or audit firm, solely at the City's election. The City may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the City, including, by way of example only, making records and employees available as, where, and to the extent requested by the City and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.
- 23.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the City has the right to audit such subcontractor(s).

24. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any monies due and owing the City, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the Term;
- c. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

25. Cost and Price Certification

- 25.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 25.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

26. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without

the prior written approval of the Procurement Officer, each at the City's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the City. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The City shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

27. Limitations of Liability

27.1 Contractor shall be liable for any loss or damage to the City occasioned by the acts or omissions of Contractor, its subcontractors, agents, or employees as follows:

- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
- (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- (c) For all other claims, damages, loss, costs, expenses, suits, or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited. Except that, if the Contract is for Information Technology all other claims, damages, loss, costs, expenses, suits, or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed <<two (2) >> times the total value of the Contract or \$1,000,000, whichever is greater. This limitation of liability is per incident.
- (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.

27.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the City is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the City is not immune from liability for claims arising under Section 10.

27.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

27.4 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death, or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the Section entitled "Confidential Information"; or (d) any claim involving a violation of any

Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

28. Insurance and Bonding Requirements

Contractor shall comply with the insurance and bonding requirements set forth in the RFP and attached in Exhibit B of this Contract.

29. Prompt Pay Requirements

29.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the City at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
- (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
- (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

29.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

29.3 An act, failure to act, or decision of the City concerning a withheld payment between the Contractor and a subcontractor under this **section**, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the City and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the City.

30. Use of Estimated Quantities

Unless specifically indicated otherwise in the City’s solicitation or other controlling documents related to the Scope of Work or Services, any sample amounts provided are estimates only and the City does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

31. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials, and Deliverables furnished to the City hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the City, following which, title shall pass to the City.

32. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to “intellectual property,” and the subject matter of this Contract, including services, is and shall be deemed to be “embodiments of intellectual property” for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code (“Code”) (11 U.S.C. § 365(n) (2010)). The City has the right to exercise all rights and elections under State Code and all other applicable bankruptcy, insolvency, and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the City’s rights of election, all rights and licenses granted to the City under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the City shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the City’s possession, shall be promptly delivered to the City, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

33. Illegal Immigration Reform and Enforcement Act.

For the entire Term of this Contract, Contractor must comply with the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”) (O.C.G.A. §13-10-90 *et seq.*), as it may be amended from time to time, including but not limited to, obtaining affidavits from Contractor’s subcontractors and sub-subcontractors demonstrating their participation in the E-Verify Program for the duration of their contract with Contractor. Contractor shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Contractor’s subcontractors and sub-subcontractors that perform all or part of the services in this Contract. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

34. Miscellaneous

- 34.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 34.2 This Contract is not exclusive. During the Term of this Contract, the City reserves the right to select other Contractors, vendors, and suppliers to provide goods and services similar to goods and services provided by Contractor or otherwise described in, provided for, or anticipated in this Contract.

- 34.3 Contractor shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services, or this Contract without the prior written consent of City.
- 34.4 Any waiver by the Parties or failure to enforce their rights under this Contract shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Contract, and this Contract shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment, or waiver of this Contract will be binding on City unless executed in writing by the City Authorized Representative.
- 34.5 Except as otherwise provided herein, all rights and remedies under this Contract are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.
- 34.6 Contractor is an independent Contractor of City and nothing in this Contract shall be deemed to constitute Contractor and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.
- 34.7 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 34.8 This Contract is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations, or liabilities.
- 34.9 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 34.10 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

35. Contract Administrator

- 35.1 The City representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, and achieving completion of the Contract on budget, on time, and within scope. The Contract Administrator may authorize in writing one or more City representatives to act on behalf of the Contract Administrator in the performance of the Contract Administrator's responsibilities. The City may change the Contract Administrator at any time by written notice to the Contractor.

36. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the City:

With a copy to:

If to the Contractor:

(Contractor's Name)

(Contractor's primary address)

Attn: _____

SIGNATURES ON NEXT PAGE

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Contractor

City of South Fulton

By:

By:

Date

Date

City Clerk

By:

Date

Approved for form and legal sufficiency
this ____ day of _____, 20____.

City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 9:30 p.m. Request Approval to Enter into a One-Year Contract with Charles Abbott and Associates in an amount of \$1,183,200 to be funded from the CDRA Professional Services budget (While Re-evaluating Setup of an In-House Building Inspections Department)

DATE: May 23, 2023

SUBJECT: 9:30 p.m. Request Approval to Enter into a One-Year Contract with Charles Abbott and Associates in an amount of \$1,183,200 to be funded from the CDRA Professional Services budget (While Re-evaluating Setup of an In-House Building Inspections Department)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
CAA Letter to Council 5.19.2023	Cover Memo	5/20/2023

**HONORABLE MAYOR
& CITY COUNCIL**

KHALID KAMAU
MAYOR

DR. CATHERINE F. ROWELL
DISTRICT 1

CARMALITHA GUMBS
DISTRICT 2

HELEN ZENOBIA WILLIS
DISTRICT 3

JACEEY SEBASTIAN
DISTRICT 4

COREY A. REEVES
DISTRICT 5

NATASHA WILLIAMS-BROWN
DISTRICT 6

LINDA PRITCHETT
DISTRICT 7

MEMORANDUM

To: Honorable Mayor and Council

Date: May 19, 2023

Subject: CAA

From: Sharon D. Subadan, ICMA-CM, MPS, CPM
Interim City Manager

Sharon D. Subadan

As you know Charles Abbott and Associates performs plan review and inspection services on behalf of the City of South Fulton. The initial agreement with CAA outlines a monthly payment of 45% of the first \$100,000 in building and permit fees and 50% thereafter. Over time, these fees have increased considerably. Efforts to hire in-house personnel have not been successful.

In order to continue the service, we have been able to negotiate a proposed agreement with CAA for a flat rate resulting in projected savings of approximately \$887,391 shown below for a 12-month contract with an annual option to renew. Pursuant to your direction, we will continue to pursue in-house options for your future consideration and review. Savings are outlined below:

2023	Amount Billed	Flat Rate	Savings
JANUARY	\$ 149,933.25	\$ 98,600.00	\$ 51,333
FEBRUARY	\$ 141,503.45	\$ 98,600.00	\$ 42,903
MARCH	\$ 226,212.96	\$ 98,600.00	\$ 127,613
*APRIL	\$ 172,549.00	\$ 98,600.00	\$ 73,949
*MAY	\$ 172,549.00	\$ 98,600.00	\$ 73,949
*JUNE	\$ 172,549.00	\$ 98,600.00	\$ 73,949
*JULY	\$ 172,549.00	\$ 98,600.00	\$ 73,949
*AUGUST	\$ 172,549.00	\$ 98,600.00	\$ 73,949
*SEPTEMBER	\$ 172,549.00	\$ 98,600.00	\$ 73,949
*OCTOBER	\$ 172,549.00	\$ 98,600.00	\$ 73,949
*NOVEMBER	\$ 172,549.00	\$ 98,600.00	\$ 73,949
*DECEMBER	\$ 172,549.00	\$ 98,600.00	\$ 73,949
TOTAL PROJECTED SAVINGS			\$ 887,391
*April - December is based on an average			

A resolution to authorize the negotiation and finalization of a 12-month contract with CAA is on the agenda for your consideration on 5/23/2023. Thank you for your support.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 9:45 p.m. Second Read and Request Council Approval of An Ordinance To Amend Title 1, Administration, Chapter 9 Purchasing, Contracting And Disposition Of Property Of The Code Of Ordinances, City Of South Fulton, GA To Modify The City Manager's Purchasing Authority

DATE: May 23, 2023

SUBJECT: 9:45 p.m. Second Read and Request Council Approval of An Ordinance To Amend Title 1, Administration, Chapter 9 Purchasing, Contracting And Disposition Of Property Of The Code Of Ordinances, City Of South Fulton, GA To Modify The City Manager's Purchasing Authority

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
City Manager Authority Procurement Ordinance	Cover Memo	5/20/2023
COSF Memorandum FIS City Manager Authority Procurement Ordinance	Cover Memo	5/20/2023

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2023-_____

**AN ORDINANCE TO AMEND TITLE 1, ADMINISTRATION, CHAPTER 9
PURCHASING, CONTRACTING AND DISPOSITION OF PROPERTY OF THE CODE
OF ORDINANCES, CITY OF SOUTH FULTON, GA TO MODIFY THE CITY
MANAGER’S PURCHASING AUTHORITY AND FOR OTHER LAWFUL PURPOSES.**

(Sponsored by _____)

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 code of ordinances through this Ordinance to increase the purchasing authority of the City Manager; and

WHEREAS, the City Council finds that this Ordinance is in the best interests of the health and general welfare of the City, its residents and general public.

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

Section 1. The Code of Ordinances, City of South Fulton, Georgia, Title 1, Administration, Chapter 9 Purchasing, Contracting and Disposition of Property, is hereby amended as follows:

TITLE 1 – ADMINISTRATION

Chapter 9 – Purchasing, Contracting and Disposition of Property

1-9001. City manager authorization.

The city manager shall be authorized, in addition to the mayor, to sign all lawful contracts approved by the city to the extent allowed by law. In addition, the city manager may make purchases on behalf of the city as to approved appropriations within the city budget, up to the amount of \$100,000.00 per transaction, with the exception that he may not in any calendar month obligate the city to any sum in excess of the monthly budget or one-twelfth of the annual approved city budget authorizing such expense.

1-9004. Purchasing, generally.

(i) *Responsibilities, generally.*

(1) *Purchasing agent.* The city manager and chief financial officer are responsible for establishing overall policies and procedures to ensure the integrity of the purchasing program throughout the city. Primary roles and responsibilities include:

- a. Responsible for overseeing the day to day purchasing activity and ensuring the city purchasing policies, procedures and ordinances are followed.
- b. Reviewing purchasing ordinance violations and determining disciplinary action based upon the purchasing policies, procedures, and ordinances.
- c. Review and approve proposed formal solicitations prior to issuance.
- d. Review all requisition and purchasing contracts.
- e. Review and approve all purchasing contracts and change orders \$100,000.00 or less (city manager).

(j) *Purchasing thresholds.*

- (1) For goods, services, and professional services \$2,501.00 and below, upon approval by the purchasing manager, the user department shall obtain goods and services most advantageous to the city through direct purchase through the use of a requisition or p-card.
- (2) For goods and services between \$2,501.00 and \$25,000.00, the user department shall obtain, where possible, at least three written quotes, subject to approval by the city manager.
- (3) For professional services between \$2,501.00 and \$25,000.00, a quality based selection process will be used, subject to approval of the award by the city manager. The department head shall justify the choice in writing to be attached to the requisition.
- (4) For goods and services \$25,001.00 and above, the purchasing department will use a formal procurement process. The purchasing manager shall issue the solicitation and make a recommendation to the city manager for approval.
- (5) For professional services \$25,001.00 and above, a quality based selection process will be used. The purchasing department will use a formal procurement process. The purchasing manager shall issue the solicitation and make a recommendation to the city manager for approval.
- (6) For goods and services \$100,001.00 and above, the purchasing department will use a formal procurement process. The purchasing manager shall issue the solicitation and make a recommendation to city council for approval.
- (7) For professional services \$100,001.00 and above, a quality based selection process will be used. The purchasing department will use a formal procurement process. The purchasing manager shall issue the solicitation and make a recommendation to city council for approval.

Good and services

\$ Threshold	Purchasing Method	Responsibility	Approval
>\$100,000	Formal Procurement Process	Purchasing Department	City Council
\$25,001-\$100,000	Formal Procurement Process	Purchasing Department	City Manager
\$2,500—\$25,000	Three (3) Written Quotes	User Department	City Manager
<\$2,500	Non-Competitive	User Department	Purchasing Manager

Professional services

\$ Threshold	Purchasing Method	Responsibility	Approval
>\$100,000	RFQ	Purchasing Department	City Council
\$25,000-\$100,000	RFQ	Purchasing Department	City Manager
\$2,501—\$25,000	RFQ with Department head Justification	User Department	City Manager
<\$2,500	Non-Competitive	User Department	Purchasing Manager

(k) *Non-competitive* procurements. The provisions of this chapter shall apply to the procurement of goods and services, when determined to be in the best interest of the city and not in conflict with the requirements of state law.

(4) *Emergency* procurement.

b. *Above defined thresholds*. In the event the amount to be expended for an emergency exceeds \$100,000.00, the city manager, at a special called council meeting, shall formally communicate the emergency expenditure in a detailed written report to the city council for approval. The report shall include:

1. The basis for the emergency,
2. The name of the selected and/or anticipated contractor,
3. The amount and length of the contract,
4. A copy of the proposed contract, where practicable,
5. A listing of the item(s) to be procured, and
6. The location within the budget where the funds are requested to be pulled.

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

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

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

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

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

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

TAMMI SADDLER JONES
CITY MANGER



Karen Slaton-Dixon
FINANCE DIRECTOR

MEMORANDUM

TO: Corey Adams, City Clerk

FROM: Karen Slaton-Dixon, Finance Director *KSD*

DATE: April 23, 2023

SUBJECT: City Manager Authority Procurement Ordinance

CONCLUSION

No direct funds are being requested nor have any direct funds been allocated in the FY23 budget to cover any known expenses.

BACKGROUND

The city desires an ordinance to amend Title 1, Administration, Chapter 9 Purchasing, Contracting, and Disposition of Property of the Code of Ordinances, City of South Fulton, GA to modify the City Manager's purchasing authority.

FINANCIAL IMPACT

The ordinance as written currently would not have a financial impact on the FY23 budget.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 9:50 p.m. Request Approval of payments to Turnkey Solutions to provide virtual assistant services for services rendered from December 2022 to March 2023 and service to be rendered with the expiration date of July 31, 2023, for an amount not to exceed \$25,000.

DATE: May 23, 2023

SUBJECT: 9:50 p.m. Request Approval of payments to Turnkey Solutions to provide virtual assistant services for services rendered from December 2022 to March 2023 and service to be rendered with the expiration date of July 31, 2023, for an amount not to exceed \$25,000.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Decision Memo and Routing Sheet - Turnkey Solutions 2023 - unsigned (1)	Cover Memo	5/20/2023

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: 10:00 p.m. Request Council Approval Of A Resolution for A Paid Internship Program

DATE: May 23, 2023

SUBJECT: 10:00 p.m. Request Council Approval Of A Resolution for A Paid Internship Program

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2023 Internship Program	Cover Memo	5/20/2023

**A RESOLUTION ESTABLISHING A CITYWIDE INTERNSHIP PROGRAM;
AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH DOCUMENTS WITH
UNIVERSITIES AND OTHER INSTITUTION OF HIGHER LEARNING; AND
PROVIDING FOR IMPLIMENTATION.**

(SPONSORED BY MAYOR KHALID)

WHEREAS, the City, pursuant to Section 3.10 (b) of its Charter, has the authority to adopt and provide for resolutions, rules and regulations, not inconsistent with the Charter and with the Constitution and laws of the State of Georgia;

WHEREAS, the City desires to establish a citywide internship program involving undergraduate students working and learning from various City Departments, the administration and the elected officials;

WHEREAS, the City wants to work with institutions of higher learning to formalize the City's Internship Program to create the conditions for the program participants to receive college credit and/or be paid for such internship placements within the City;

WHEREAS, the Mayor and the City Council find that establishing the Internship Program as provided herein is in the best interest of the City.

**THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY
RESOLVES** as follows:

Section 1. The City of South Fulton, Georgia hereby establishes a Citywide Internship Program.

Section 2. The City Manager is hereby authorized to execute such documents with universities and other institutions of higher learning as may be needed to formalize the City's internship program with said institutions, subject to approval as to form and legal sufficiency by the City Attorney.

Section 3. The City Manager and the City Attorney are hereby authorized to take such other action as may be necessary to implement the purpose and the provisions of this Resolution, such as developing policies and procedures for the program.

Section 4. 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]