

CITY OF SOUTH FULTON, GEORGIA
REGULAR MEETING - Crestwood Events and Conference Center 6524 Old National Highway
South Fulton, GA 30349
Tuesday, February 27, 2024, 5:00 PM



SOUTH FULTON CITY COUNCIL MISSION STATEMENT:

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

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

REGULAR COUNCIL MEETING AGENDA

- I. 5:00 p.m. Invocation
- II. 5:02 p.m. Pledge of Allegiance
- III. 5:03 p.m. Roll Call - Corey Adams, City Clerk
- IV. 5:04 p.m. Meeting Called to Order – Mayor khalid
- V. 5:05 p.m. Approval of City Council Meeting Minutes
 - 1. Request Council Approval of City Council Regular Meeting Minutes from February 13, 2024 (City Clerk)
 - 2. Request Council Approval of City Council Work Session Meeting Minutes from February 13 2024 (City Clerk)
 - 3. Request Council Approval of City Council Alcohol License, Zoning Public Hearing Meeting Minutes from February 13, 2024 (City Clerk)
- VI. 5:07 p.m. Adoption of Council Agenda
- VII. 5:08 p.m. Public Comments

Speakers will be granted a total of two (2) minutes each and public comments will not exceed thirty (30) minutes. Speakers will not be allowed to yield or donate their time to other speakers. Speakers must identify

themselves and their addresses prior to speaking. Speakers may only address the Presiding Officer, shall observe all rules of decorum. No debate, disrespect or obscenities shall be tolerated. The Presiding Officer shall rule any such individual out of order that fails to comply with the foregoing.

VIII. 5:38 p.m. Council Comments

IX. 6:00 p.m. Proclamation Presentations

4. Proclamation Presentation to Dr. Patrick S. Muhammad

Proclamation Presentation to Evangelist Jekalyn Carr

Proclamation Presentation to the Director and Cast of *Fela*

X. 6:10 p.m. Consent Agenda Items

5. Consent Agenda: PROCLAMATIONS

Mayor/Council Proclamations for Spreading on the Minutes:

The Red Dress Gala Appreciation Day (Councilmember Gumbs)

The Descendants of Rosewood Appreciation Day (Councilmember Gumbs)

Lawrence Hilton Jacobs Appreciation Day (Mayor and Full Council)

Glynn Turman Appreciation Day (Mayor and Full Council)

Jean Carne Appreciation Day (Mayor and Full Council)

Otis Williams Appreciation Day (Mayor and Full Council)

6. Consent Agenda: BOARD AND COMMISSION APPOINTMENTS

Councilmember Rowell recommends the appointment of Jacquelyn Showell to the Code Enforcement Board representing District 1

Councilmember Bell recommends the appointment of Eleanor Ross to the Public Arts Commission representing District 5

Request Approval Of A Resolution For The Appointment of Nathan Lewis To The City of South Fulton Development Authority: Position 8 (Mayor khalid kamau)

Request Approval Of A Resolution For The Appointment of John Perlman To The City of South Fulton Downtown Development Authority; Position 2 (Councilmember Catherine Rowell)

Request Approval Of A Resolution For The Appointment of Thant Coleman To The City of South Fulton Downtown Development Authority: Position 4 (Councilmember Jaceey Sebastian)

7. Consent Agenda: AGREEMENTS

The Parks and Recreation Department requests the Council's approval of An Agreement with Young At Heart Wellness for the Provision of Senior Exercise Classes At Sandtown Park located at 5320 Campbellton Road, South Fulton, GA 30331 in an amount not to exceed \$7,200 annually.

8. The Parks and Recreation Department requests the Council's approval of An Agreement with Senior Body Sculpting Corporation for the Provision of Senior Exercise Classes At Sandtown Park located at 5320 Campbellton Road, South Fulton, GA 30331 in an amount not to exceed \$12,000 annually.
9. The Parks and Recreation Department requests the Council's approval of A Resolution authorizing the city manager to accept the award to the city of several technology products for Welcome All Park from The Atlanta Hawks and State Farm.
10. The General Services Department requests the Council's approval of a Deed of Gift to the Fulton County Schools Archives transferring ownership of the cornerstone, an original painting, and building bricks from the Cliftondale School (formerly the Central School) from the City to the Archives.

XI. 6:15 p.m. Alcohol License, Rezoning, Variance and Modification Cases (For Motion and Vote)

11. 6:15 p.m. U23-016: Application by Ernesto Williams requesting a Special Use Permit to operate a Short-Term Rental at 3480 Old Fairburn Rd (Parcel ID:130064LL0718) (District 2) in the AG-1 (Agricultural District) zoning district.

Staff and Planning Commission recommendation: Approval

12. 6:20 p.m. U23-019: Application by Samuel Atta-Darkwah requesting a Special Use Permit to operate a Short-Term Rental at 4020 Stonewall Tell Road (Parcel ID: 09F410101720114) (District 3) in the AG-1 (Agricultural District /Cliftondale Overlay District) zoning district.

Staff and Planning Commission recommendation: Approval

XII. 6:25 p.m. Agenda Items

13. ADMINISTRATION

6:25 p.m. Request Approval of A Professional Services Agreement with Sharon D. Subadan to serve as the City Manager for the City of South Fulton in the amount of \$298,000 to be funded from the General Fund

14. 6:30p.m. Request Approval of A Resolution To Name The Sandtown Recreation Center Basketball Court In Honor And Recognition Of Coach Anthony “Tony” Williams (Sponsored by Councilmember Rowell)

15. 6:35 p.m. Request Approval of A Resolution By The City Of South Fulton Imposing A Moratorium On The Acceptance Of Any Special Use Permit Application, Any Associated Zoning Application, Or Building Permit Application For A Short-Term Rental In The City Of South Fulton
16. Request Approval of Settlement Agreement Regarding Civil Action No. 2023CV384425 (City Attorney)
17. PUBLIC SAFETY

6:45 p.m. First Read: An Ordinance To Amend Sections 4-3004 Duties of the Alarm User And 4-30037 Enforcement Of Title 4 Law Enforcement, Chapter 4 False Alarms (Sponsored by Councilmembers Rowell and Pritchett)

18. PUBLIC WORKS

6:50 p.m. The Public Works Department request Council approval to award a fix contract, ITB Number 23-86, to DAF CONCRETE, INC, for Sidewalk Improvements on Enon Road, for \$3,583,350.00, plus a 10% contingency amount of \$358,335.00, for an overall total amount of \$3,941,685.00.

The scope of work for ITB. Number 23-86, for Sidewalk Improvements on Enon Road includes 1.50 miles of sidewalk facilities along both sides of Enon Road from just north of Lynarborl Lane and extends to Sanford J. Jones Boulevard and features 5'-6' sidewalks along the west side, and 8' sidewalks along the east side, curb and gutter, and drainage. The scope also includes materials and expertise, removing, resetting and maintaining mailboxes, traffic control, etc. The Contract shall begin for eighteen (18) months from and including the effective date on the Notice to Proceed (NT) with the option to renew for one (1) year or until completion of the project.

19. 6:50 p.m. Request Approval of A Resolution To Authorize The Use Of Eminent Domain To Acquire Real Property Interests Necessary To Complete The Enon Road Over Camp Creek Tributary, B-501, Parcel 2; To Authorize The City Of South Fulton, Georgia To Condemn Said Property Interests, Where Necessary (Fair Market Value established at \$3,400.00) (District 2)

XIII. 7:00 p.m. Adjournment of Meeting

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Regular Meeting Minutes from February 13, 2024

DATE: February 27, 2024

SUBJECT: Request Council Approval of City Council Regular Meeting Minutes from February 13, 2024

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Agenda_RM_2024_2_27_Meeting FINAL	Cover Memo	2/23/2024

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GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Work Session Meeting Minutes from February 13, 2024

DATE: February 27, 2024

SUBJECT: Request Council Approval of City Council Work Session Meeting Minutes from February 13, 2024

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Minutes_WS_2024_2_13_Meeting DRAFT	Cover Memo	2/23/2024

CITY OF SOUTH FULTON, GEORGIA
WORK SESSION - Welcome All Park Multipurpose Facility, 4255 Will Lee Rd, South Fulton,
GA 30349
Tuesday, February 13, 2024, 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 4:03 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	
Keosha B. Bell	District 5 Councilmember	Present	
Natasha Williams	District 6 Councilmember	Absent	
Linda Pritchett	District 7 Councilmember	Present	

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

III. 4:03 p.m. City Manager Items - Sharon Subadan, Interim City Manager

Minutes:

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

1. City Manager Monthly Reports (inclusive of the Finance and Public Works Reports)

IV. 4:15 p.m. Presentations

2. Discussion: False Alarm Ordinance (Police Department)

Minutes:

Chief Keith Meadows presented False Alarm Ordinance.

V. 5:15 p.m. Executive Session for Real Estate

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

Motion (Recess): Councilmember Willis

Second: Councilmember Sebastian

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Williams

Minutes:

A motion was made to recess for the Executive Session for Real Estate at 4:46 PM.

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

Motion (Reconvene): Councilmember Rowell

Second:

[Motion Approved]

Yea: 0

Nay: 0

Abstain: 0

Not Voting: 3 Pritchett, Sebastian, Williams

Minutes:

A motion was made to reconvene from Executive Session at 6:02 PM.

The motion was approved 4-0. Councilmembers Sebastian, Pritchett, and Williams-Brown were not present.

VI. 6:00 p.m. Adjournment of Meeting

Motion (Adjourn): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

Yea: 4 Bell, Gumbs, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 3 Pritchett, Sebastian, Williams

Minutes:

A motion was made to adjourn the Work Session at 6:02 PM.

The motion was approved 4-0. Williams-Brown, Pritchett and Sabastian were not present.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Council Approval of City Council Alcohol License, Zoning Public Hearing Meeting Minutes from February 13, 2024

DATE: February 27, 2024

SUBJECT: Request Council Approval of City Council Alcohol License, Zoning Public Hearing Meeting Minutes from February 13, 2024

REFERENCE:

CONCLUSION:

BACKGROUND:

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Minutes_ZPH_2024_2_13_Meeting DRAFT	Cover Memo	2/23/2024

CITY OF SOUTH FULTON, GEORGIA
ALCOHOL/ZONING PUBLIC HEARINGS - Welcome All Park Multipurpose Facility,
4255 Will Lee Rd, South Fulton, GA 30349
Tuesday, February 13, 2024, 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 6:03 PM.

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

Minutes:

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

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

3. Agenda Items

1. WITHDRAWN OR DEFERRED TO LATER DATE

6:02 p.m. Public Hearing- U23-013: Application by Brian and Deborah Davis requesting a Special Use Permit to operate a Short-Term Rental at 4857 Neal Ridge (Parcel ID: 09F390001764620) (District 3) in the SUB-C (Single-Family Dwelling District) zoning district.

Case deferred to February 21, 2024 Planning Commission Meeting by applicant

Motion (Defer): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Williams

Minutes:

A motion was made to Defer Case U23-013 to the February 21, 2024 Planning Commission Meeting by the applicant.

The motion was approved 6-0.

2. 6:02 p.m. Public Hearing- Z23-003: Application by Gary and Jewel Reid is requesting to rezone property from AG-1 (Agricultural District/Cliftondale Overlay District) zoning district to NUP (Neighborhood Unit Plan District/Cliftondale Overlay District) zoning district to build 40 single-family detached homes on 11.4 acres on property located at 4073 W. Stubbs Road (Parcel number: 09F420001691059) (District 4) Deferred from November 15, 2023 Planning Commission Meeting

Case deferred to March 20, 2024 Planning Commission Meeting by applicant.

Motion (Defer): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Williams

Minutes:

A motion was made to Defer Case Z23-003 to the March 20, 2024 Planning

Commission Meeting by the applicant.

The motion was approved 6-0.

3. 6:02 p.m. Public Hearing- Z23-017: Application by DRB Group Georgia, LLC c/o Battle Law, PC requesting to rezone property from the AG-1 (Agricultural District/Cliftondale Overlay District) zoning district to the CUP (Community Unit Plan District/Cliftondale Overlay District) zoning district to build 213 attached and detached single-family homes on property located at 4390 and 4420 Demooney Road (Parcel IDs: 09F-4200-0165-094-9 & 09F-42000-1660-930) (District 4).
Deferred from October 25, 2023, Planning Commission Meeting

Case deferred to February 21, 2024 Planning Commission Meeting by the Planning Commission

Motion (Defer): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Williams

Minutes:

A motion was made to Defer Case Z23-017 to the February 21, 2024 Planning Commission Meeting.

The motion was approved 6-0.

4. 6:03 p.m. Public Hearing- U23-028: Application by Chris Oh requesting a Special Use Permit to operate a Beauty Salon at 6175 Old National Hwy, Suite 250 (Parcel ID:13 006800010647) (District 5) in the C-1 (Limited Commercial District) zoning district/Old National Highway Overlay District.

Staff Recommendation: Approval Conditional

Planning Commission Recommendation: Denial

Request to Withdraw by applicant

Motion (Withdraw): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Williams

Minutes:

A motion was made to withdraw Case U23-02.

The motion was approved 6-0.

5. 6:04 p.m. Public Hearing- Z23-016: Application by Jonathan Wei c/o Battle Law, PC is requesting to rezone property from the C-1 (Limited Commercial/Old National Highway Overlay District) zoning district to TR (Townhouse Residential/Old National Highway Overlay District) zoning district to develop 120 townhome units on 11.23 acres of land. (Parcel ID: 130188LL0560) (District 7) Deferred from October 25, 2023, Planning Commission Meeting

Case deferred to February 21, 2024 Planning Commission Meeting by applicant

Motion (Defer): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Williams

Minutes:

A motion was made to Defer Case Z23-016 to the February 21, 2024 Planning Commission Meeting.

The motion was approved 6-0.

6. SPECIAL USE PERMIT/SHORT TERM RENTAL

6:05 pm. Public Hearing- U23-015: Application by Latrese Allen requesting a Special Use Permit to operate a Short-Term Rental at 7545 Rivertown Rd (Parcel ID: 07180001190797) (District 4) in the AG-1 (Agricultural District/ Cedar Grove Overlay District) zoning district.

Staff and Planning Commission recommend Approval

Motion (Defer): Councilmember Sebastian

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Williams

Minutes:

A motion was made to Defer Case U23-013 to the March 19, 2024 Zoning Public Hearing.

The motion was approved 6-0.

7. 6:10 p.m. Public Hearing- U23-019: Application by Samuel Atta-Darkwah requesting a Special Use Permit to operate a Short-Term Rental at 4020 Stonewall Tell Road (Parcel ID: 09F410101720114) (District 3) in the AG-1 (Agricultural District /Cliftondale Overlay District) zoning district.

Staff and Planning Commission recommend Approval

Motion (Defer): Councilmember Willis

Second: Linda Pritchett

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Williams

Minutes:

A motion was made to Defer Case U23-019 to the March 19, 2024 Public Zoning Hearing.

The motion was approved 6-0.

Motion (Reconsider): Councilmember Gumbs

Second: Councilmember Rowell

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Williams

Minutes:

A motion was made to Reconsider Case U23-019 to be heard on February 13, 2024, at the Zoning Public Hearing.

The motion was approved 6-0.

8. 6:15 p.m. Public Hearing- U23-016: Application by Ernesto Williams requesting a Special Use Permit to operate a Short-Term Rental at 3480 Old Fairburn Rd (Parcel ID:130064LL0718) (District 5) in the AG-1 (Agricultural District) zoning district.

Staff and Planning Commission recommend Approval

Minutes:

A Public Hearing was held.

Applicant: Ernesto Williams

No comments in favor or against.

9. ALCOHOL LICENCES

6:20 p.m. Public Hearing- The applicant for 3805 Flat Shoals Road LLC d/b/a Circle K has applied for an alcohol license for the retail sale of beer and wine at 3805 Flat Shoals Road, Union City, GA 30291. This request is for a new license at this location. (District 5)

Motion (Defer): Councilmember Gumbs

Second: Councilmember Willis

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Williams

Minutes:

A motion was made to Defer Alcohol Licenses for Circle K to the March 19, 2024 Public Hearing meeting.

The motion was approved 6-0.

4. 6:30 p.m. Executive Session

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

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

Motion (Recess): Councilmember Gumbs

Second: Councilmember Sebastian

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Williams

Minutes:

A motion was made to recess for the Executive Session at 6:28 PM for Personnel, Litigation, Real Estate, and Cyber Security.

The motion was approved 6-0.

Motion (Reconvene): Councilmember Sebastian

Second: Councilmember Gumbs

[Motion Approved]

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

Nay: 0

Abstain: 0

Not Voting: 1 Williams

Minutes:

A motion was made to reconvene from Executive Session at 7:04 PM.

The motion was approved 6-0.

5. 6:59 p.m. Adjournment of Meeting

Motion (Adjourn): Councilmember Sebastian

Second: Councilmember Gumbs

[Motion Approved]

Yea: 5 Bell, Gumbs, Rowell, Sebastian, Willis

Nay: 0

Abstain: 0

Not Voting: 2 Pritchett, Williams

Minutes:

A motion was made to adjourn the meeting at 7:04 PM.

The motion was approved 5-0. Councilmembers Pritchett and Williams-Brown were not present.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Proclamation Presentations

DATE: February 27, 2024

SUBJECT: Proclamation Presentations

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Mayor/Council Proclamations for Spreading on the Minutes

DATE: February 27, 2024

SUBJECT: Mayor/Council Proclamations for Spreading on the Minutes

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Consent Agenda: BOARD AND COMMISSION APPOINTMENTS

DATE: February 27, 2024

SUBJECT: Consent Agenda: BOARD AND COMMISSION APPOINTMENTS

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2024 Resolution Appointing Bd Members to FC Downtown Development Authority	Cover Memo	2/23/2024
Res2024 Resolution Appointing Bd Members to SFDA (Nathan Lewis)	Cover Memo	2/23/2024

**A RESOLUTION FOR THE APPOINTMENT TO THE DOWNTOWN DEVELOPMENT
AUTHORITY AND FOR OTHER LAWFUL PURPOSES**

(Sponsored by Councilmembers Catherine Rowell and Jaceey Sebastian)

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

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

WHEREAS, pursuant to O.C.G.A. § 36-42-1, et seq. (the "Downtown Development Authorities Law"), the City has established a development authority ("DDA") and provided for its composition; and

WHEREAS, the appointment to the DDA under the Downtown Development Authorities Law must be evidenced by Resolution; and

WHEREAS, pursuant to O.C.G.A. § 36-42-5, the City Council has previously activated the DDA by resolution; and

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 DDA Board of Directors consistent with O.C.G.A. § 36-42-6 (2):

<u>Member</u>	<u>Position</u>	<u>Term</u>	<u>Appointed by</u>
John Periman	2	02/22/24-02/22/28	C. Rowell
Thant Coleman	4	02/22/24-09/22/24 (Unexpired term)	J. Sebastian

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]

**A RESOLUTION FOR THE APPOINTMENT TO THE CITY OF SOUTH FULTON
DEVELOPMENT AUTHORITY AND FOR OTHER LAWFUL PURPOSES**

(Sponsored by Mayor khalid kamau)

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

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

WHEREAS, pursuant to O.C.G.A 36-62-1, et seq. (the "Development Authorities Law"), the City has established a development authority ("SFDA") and provided for its composition; and

WHEREAS, the appointment to the SFDA under the Development Authorities Law must be evidenced by Resolution; and

WHEREAS, the City Council, on May 23, 2023, adopted Resolution number 2023-039 appointed nine (9) members for a complete or remaining four (4) year term to the SFDA Board of Directors; and

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 Mr. Nathan Lewis, Position 8, to a four (4) year term to the SFDA Board of Directors consistent with O.C.G.A. § 36-62-4.

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



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO:

The Parks and Recreation Department requests the Council's approval of An Agreement with Young At Heart Wellness for the Provision of Senior Exercise Classes At Sandtown Park located at 5320 Campbellton Road, South Fulton, GA 30331 in an amount not to exceed \$7,200 annually.

DATE:

February 27, 2024

SUBJECT:

The Parks and Recreation Department requests the Council's approval of An Agreement with Young At Heart Wellness for the Provision of Senior Exercise Classes At Sandtown Park located at 5320 Campbellton Road, South Fulton, GA 30331 in an amount not to exceed \$7,200 annually.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Young at Heart Wellness	Cover Memo	2/23/2024

SOUTH FULTON PARKS AND RECREATION DEPARTMENT

AN AGREEMENT BETWEEN THE CITY OF SOUTH FULTON, GEORGIA ON BEHALF OF THE PARKS AND RECREATION DEPARTMENT, HEREINAFTER (“THE CITY”), AND YOUNG AT HEART WELLNESS (“THE CONTRACTOR”), FOR THE PROVISION OF SENIOR EXERCISE CLASSES AT SANDTOWN PARK LOCATED AT 5320 CAMPBELLTON ROAD SOUTH FULTON, GA 30331.

In consideration of the mutual promises and conditions stated below and in recognition of the CONTRACTOR's role as an independent CONTRACTOR and not as an employee of the CITY, the parties agree as follows:

I. DUTIES OF THE CONTRACTOR:

- A. The CONTRACTOR shall conduct **SENIOR EXERCISE CLASSES** at Sandtown Park, **(5320 CAMPBELLTON ROAD, SW 30331)**
- B. The CONTRACTOR shall be entitled to the use of the listed facilities on the following day (s), date(s), and time (s):

SANDTOWN PARK ATHLETIC FIELDS

- Senior Exercise Classes (Provided by Contractor)
 - January 4th – December 31st, 2024
 - Program Days: Saturday's, 10:00am – 11:30am
- C. The CONTRACTOR shall use said facility for the **specified activity offered** and no other purpose without the prior written consent of the CITY. An event schedule for the services conducted by the CONTRACTOR shall be provided to the CITY for the terms of this agreement.
- D. The CONTRACTOR shall coordinate publicity, flyers, etc., ensuring the recognition of the South Fulton Parks and Recreation Department as a sponsoring agency;
- E. The CONTRACTOR shall include the department seal and logo of the Parks and Recreation Department on any and all promotional materials released on or after the endorsement of this agreement;
- F. Advanced arrangements-The CONTRACTOR shall coordinate necessary arrangements for program needs with:
 - a) **Patrick Swanson** Telephone: **(770) 369-7243**

b) **Tony Jordan** Telephone: **(912) 704-3893**

- G. Equipment-The CONTRACTOR has had an opportunity to tour the facility and is aware of its condition and equipment available. Any equipment furnished by the CONTRACTOR shall be brought in, installed, and removed at the CONTRACTOR's sole expense. No outside equipment shall be left or stored **in the listed facilities** any longer than **5** days after the scheduled event/program;
- H. The CONTRACTOR shall replace any of the CITY'S equipment which is destroyed, stolen, or damaged during the CONTRACTOR's use. The CITY shall not be liable for theft of or damage to the CONTRACTOR's equipment or other personal property.
- I. Alteration-The CONTRACTOR shall make no repairs, alterations, or additions to **the listed facilities** and/or grounds without the written permission of the CITY;
 - 1. No signs or other materials may be affixed to any portions of the facilities by nails, tacks, tape or other materials which penetrate, cause paint to be removed from, or otherwise damage the structure or its surfaces;
 - 2. Structures, including tents, are not to be erected nor are vehicles to be parked in areas other than those designated and agreed to by the CITY;
- J. The CONTRACTOR agrees to deliver the premises at the expiration of the Contract in as good order and condition as at the beginning of the term of the contract;
- K. Except for the regular staff supplied and directed by the CITY and any sub-contracted workers on behalf of the CITY, the CONTRACTOR is responsible for obtaining volunteers and paying for all help needed in connection with this event.
- L. All facility/park exits must always remain open during the CONTRACTOR's use;
- M. The CONTRACTOR agrees to abide by all ordinances and regulations of the City of South Fulton, and any other governmental laws and regulations applicable to use of said premises; (Exhibit B)
- N. Ensure that all program concessions, booths, exhibits, games or activities are set up no later than **1 hour** prior to the scheduled event's opening. All activities are to be completed and all above listed items are to be removed by **the next day**;

- O. In the event of inclement weather, pending adverse weather conditions, or any other conditions that may arise that would place the program in jeopardy, the CITY agrees to make the decision whether to postpone or cancel the event. In the event the CITY shall exercise its power as stated in this paragraph, the CITY will provide prior notification to the CONTRACTOR via verbal/phone/email of CITY decision to cancel any program/event.
- Q. Failure to comply with any provision of this contract will be grounds for cancellation of the contract. The CITY is to give the CONTRACTOR the right to carry out any provisions and a written notice of at least 30 days in advance for cancellation of any contract.

II. HOLD HARMLESS, INDEMNITY AND INSURANCE

A. CONTRACTOR's Indemnification. CONTRACTOR agrees to indemnify, defend and save harmless the CITY and its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR's operations or its services hereunder, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of CONTRACTOR by any person pursuant to this Agreement except to the extent that such bodily injury, death, personal injury or property damage arises from or is connected with the CITY'S operations or services. THE CONTRACTOR'S duty to indemnify the CITY shall survive the expiration or other termination of this Agreement.

B. CONTRACTOR's Insurance. CONTRACTOR shall provide and maintain at its expense during the term of this Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the CITY as approved by the City's Risk Management Division and evidence of such programs satisfactory to the CITY shall be delivered to the CITY on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain the express condition that the **CITY is to be given written notice of at least ten (10) days in advance of any modification or termination of any program of insurance.** Such insurance, except for Workers' Compensation insurance, shall be primary to, and not contributing with any other insurance maintained by CITY, **and shall name THE CITY OF SOUTH FULTON, GEORGIA, PARKS & RECREATION DEPARTMENT as an additional insured:**

1. Commercial General Liability: Insurance endorsed for Independent CONTRACTOR, Professional Liability, Premises-Operations, Products/Completed Operations, Contractual, bodily injury and property damage with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

III. LIMITATIONS

- A. Customers may not be assessed any fees other than merchandise fees and service fees as advertised by the CONTRACTOR without the approval of the CITY;
- B. The CONTRACTOR shall abide by the governing Department of Environmental Health rules for provision of food for the public.
Permit(s) are required.
- C. The CONTRACTOR shall ensure no sales, public demonstrations or other activities are allowed that do not use appropriate concessionaires, vendors, or other Contractors who are under license by CITY;
- D. The CONTRACTOR shall not sell, provide, cause or allow alcoholic beverages at the event;
- E. The CONTRACTOR shall not transfer or sub-lease this contract to other interested parties;
- F. Participating opportunities in all activities conducted by the CONTRACTOR will be available to all participants without regards to race, religion, national origin, sex, or disability;

IV. DUTIES OF THE CITY:

The CITY, in consideration of the above, agrees to:

- A. Reserve the **FACILITY** for **SENIOR BODY SCULPTING CORPORATION .,** under-expressed terms and conditions set forth by this Agreement as follows;

SANDTOWN PARK FACILITY

- Schedule (Provided by Contractor)
 - January 4th – December 31st, 2024
 - Class Days: Saturdays' 10:00am – 11:30am
- B. Provide facilities and amenities at the beginning of the season. Maintenance and repairs as needed and upon request.
- C. Provide the following equipment/entertainment/activities/artist: n/a
- D. Ensure the facilities and grounds are clean and safe;
- E. Oversee the set-up and dismantling of the above equipment.
- F. THIS SECTION IS RESERVED.

V. COMPENSATION:

SENIOR BODY SCULPTING CORPORATION will invoice the city \$150.00 weekly for services rendered, not to exceed \$7,200 annually.

VI. TERM OF CONTRACT:

Date/Time/Area approved for the contracted period:

- Start Date: January 4th, 2024
- End Date: December 31st, 2024
- Sandtown Park

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS CONTRACT
AS OF THE DATE SHOWN BELOW:

CONTRACTOR:

CITY:

(Print or Type Contractor's Name)

City Manager

BY: _____
(Signature of Contractor)

ATTESTATION:

(Contractor's Address)

City Clerk

(City, State, Zip)

APPROVED AS TO FORM:

(Area Code, Phone Number)

City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO:

The Parks and Recreation Department requests the Council's approval of An Agreement with Senior Body Sculpting Corporation for the Provision of Senior Exercise Classes At Sandtown Park located at 5320 Campbellton Road, South Fulton, GA 30331 in an amount not to exceed \$12,000 annually.

DATE:

February 27, 2024

SUBJECT:

The Parks and Recreation Department requests the Council's approval of An Agreement with Senior Body Sculpting Corporation for the Provision of Senior Exercise Classes At Sandtown Park located at 5320 Campbellton Road, South Fulton, GA 30331 in an amount not to exceed \$12,000 annually.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Senior Body Classes	Cover Memo	2/23/2024

SOUTH FULTON PARKS AND RECREATION DEPARTMENT

AN AGREEMENT BETWEEN THE CITY OF SOUTH FULTON, GEORGIA ON BEHALF OF THE PARKS AND RECREATION DEPARTMENT, HEREINAFTER (“THE CITY”), AND SENIOR BODY SCULPTING CORPORATION (“THE CONTRACTOR”), FOR THE PROVISION OF SENIOR EXERCISE CLASSES AT SANDTOWN PARK LOCATED AT 5320 CAMPBELLTON ROAD SOUTH FULTON, GA 30331.

In consideration of the mutual promises and conditions stated below and in recognition of the CONTRACTOR's role as an independent CONTRACTOR and not as an employee of the CITY, the parties agree as follows:

I. DUTIES OF THE CONTRACTOR:

- A. The CONTRACTOR shall conduct **SENIOR EXERCISE CLASSES** at Sandtown Park, **(5320 CAMPBELLTON ROAD, SW 30331)**
- B. The CONTRACTOR shall be entitled to the use of the listed facilities on the following day (s), date(s), and time (s):

SANDTOWN PARK ATHLETIC FIELDS

- Senior Exercise Classes (Provided by Contractor)
 - January 4th – December 31st, 2024
 - Program Days: Monday's, 10:00am – 11:30am
- C. The CONTRACTOR shall use said facility for the **specified activity offered** and no other purpose without the prior written consent of the CITY. An event schedule for the services conducted by the CONTRACTOR shall be provided to the CITY for the terms of this agreement.
- D. The CONTRACTOR shall coordinate publicity, flyers, etc., ensuring the recognition of the South Fulton Parks and Recreation Department as a sponsoring agency;
- E. The CONTRACTOR shall include the department seal and logo of the Parks and Recreation Department on any and all promotional materials released on or after the endorsement of this agreement;
- F. Advanced arrangements-The CONTRACTOR shall coordinate necessary arrangements for program needs with:
 - a) **Patrick Swanson** Telephone: **(770) 369-7243**

b) **Tony Jordan** Telephone: **(912) 704-3893**

- G. Equipment-The CONTRACTOR has had an opportunity to tour the facility and is aware of its condition and equipment available. Any equipment furnished by the CONTRACTOR shall be brought in, installed, and removed at the CONTRACTOR's sole expense. No outside equipment shall be left or stored **in the listed facilities** any longer than **5** days after the scheduled event/program;
- H. The CONTRACTOR shall replace any of the CITY'S equipment which is destroyed, stolen, or damaged during the CONTRACTOR's use. The CITY shall not be liable for theft of or damage to the CONTRACTOR's equipment or other personal property.
- I. Alteration-The CONTRACTOR shall make no repairs, alterations, or additions to **the listed facilities** and/or grounds without the written permission of the CITY;
1. No signs or other materials may be affixed to any portions of the facilities by nails, tacks, tape or other materials which penetrate, cause paint to be removed from, or otherwise damage the structure or its surfaces;
 2. Structures, including tents, are not to be erected nor are vehicles to be parked in areas other than those designated and agreed to by the CITY;
- J. The CONTRACTOR agrees to deliver the premises at the expiration of the Contract in as good order and condition as at the beginning of the term of the contract;
- K. Except for the regular staff supplied and directed by the CITY and any sub-contracted workers on behalf of the CITY, the CONTRACTOR is responsible for obtaining volunteers and paying for all help needed in connection with this event.
- L. All facility/park exits must always remain open during the CONTRACTOR's use;
- M. The CONTRACTOR agrees to abide by all ordinances and regulations of the City of South Fulton, and any other governmental laws and regulations applicable to use of said premises; (Exhibit B)
- N. Ensure that all program concessions, booths, exhibits, games or activities are set up no later than **1 hour** prior to the scheduled event's opening. All activities are to be completed and all above listed items are to be removed by **the next day**;

- O. In the event of inclement weather, pending adverse weather conditions, or any other conditions that may arise that would place the program in jeopardy, the CITY agrees to make the decision whether to postpone or cancel the event. In the event the CITY shall exercise its power as stated in this paragraph, the CITY will provide prior notification to the CONTRACTOR via verbal/phone/email of CITY decision to cancel any program/event.
- Q. Failure to comply with any provision of this contract will be grounds for cancellation of the contract. The CITY is to give the CONTRACTOR the right to carry out any provisions and a written notice of at least 30 days in advance for cancellation of any contract.

II. HOLD HARMLESS, INDEMNITY AND INSURANCE

A. CONTRACTOR's Indemnification. CONTRACTOR agrees to indemnify, defend and save harmless the CITY and its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with CONTRACTOR's operations or its services hereunder, including any Worker's Compensation suits, liability or expense, arising from or connected with services performed on behalf of CONTRACTOR by any person pursuant to this Agreement except to the extent that such bodily injury, death, personal injury or property damage arises from or is connected with the CITY'S operations or services. THE CONTRACTOR'S duty to indemnify the CITY shall survive the expiration or other termination of this Agreement.

B. CONTRACTOR's Insurance. CONTRACTOR shall provide and maintain at its expense during the term of this Agreement the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the CITY as approved by the City's Risk Management Division and evidence of such programs satisfactory to the CITY shall be delivered to the CITY on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain the express condition that the **CITY is to be given written notice of at least ten (10) days in advance of any modification or termination of any program of insurance.** Such insurance, except for Workers' Compensation insurance, shall be primary to, and not contributing with any other insurance maintained by CITY, **and shall name THE CITY OF SOUTH FULTON, GEORGIA, PARKS & RECREATION DEPARTMENT as an additional insured:**

1. Commercial General Liability: Insurance endorsed for Independent CONTRACTOR, Professional Liability, Premises-Operations, Products/Completed Operations, Contractual, bodily injury and property damage with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

III. LIMITATIONS

- A. Customers may not be assessed any fees other than merchandise fees and service fees as advertised by the CONTRACTOR without the approval of the CITY;
- B. The CONTRACTOR shall abide by the governing Department of Environmental Health rules for provision of food for the public.
Permit(s) are required.
- C. The CONTRACTOR shall ensure no sales, public demonstrations or other activities are allowed that do not use appropriate concessionaires, vendors, or other Contractors who are under license by CITY;
- D. The CONTRACTOR shall not sell, provide, cause or allow alcoholic beverages at the event;
- E. The CONTRACTOR shall not transfer or sub-lease this contract to other interested parties;
- F. Participating opportunities in all activities conducted by the CONTRACTOR will be available to all participants without regards to race, religion, national origin, sex, or disability;

IV. DUTIES OF THE CITY:

The CITY, in consideration of the above, agrees to:

- A. Reserve the **FACILITY** for **SENIOR BODY SCULPTING CORPORATION .,** under-expressed terms and conditions set forth by this Agreement as follows;

SANDTOWN PARK FACILITY

- Schedule (Provided by Contractor)
 - January 4th – December 31st, 2024
 - Class Days: Monday's 10:00am – 11:30am
- B. Provide facility and amenities at the beginning of the season. Maintenance and repairs as needed and upon request.
- C. Provide the following equipment/entertainment/activities/artist: n/a
- D. Ensure the facilities and grounds are clean and safe;
- E. Oversee the set-up and dismantling of the above equipment.
- F. THIS SECTION IS RESERVED.

V. COMPENSATION:

SENIOR BODY SCULPTING CORPORATION will invoice the city \$250.00 weekly for services rendered, not to exceed \$12,000 annually.

VI. TERM OF CONTRACT:

Date/Time/Area approved for the contracted period:

- Start Date: January 4th, 2024
- End Date: December 31st, 2024
- Sandtown Park

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS CONTRACT
AS OF THE DATE SHOWN BELOW:

CONTRACTOR:

CITY:

(Print or Type Contractor's Name)

City Manager

BY: _____
(Signature of Contractor)

ATTESTATION:

(Contractor's Address)

City Clerk

(City, State, Zip)

APPROVED AS TO FORM:

(Area Code, Phone Number)

City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: The Parks and Recreation Department requests the Council's approval of A Resolution authorizing the city manager to accept the award to the city of several technology products for Welcome All Park from The Atlanta Hawks and State Farm.

DATE: February 27, 2024

SUBJECT: The Parks and Recreation Department requests the Council's approval of A Resolution authorizing the city manager to accept the award to the city of several technology products for Welcome All Park from The Atlanta Hawks and State Farm.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2024 Hawks Tech Grant Acceptance (1)	Cover Memo	2/23/2024

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE AWARD
TO THE CITY OF SEVERAL TECHNOLOGY PRODUCTS FOR WELCOME ALL
PARK, AND FOR OTHER LAWFUL PURPOSES**

(Sponsored by_____)

WHEREAS, the Atlanta Hawks and State Farm, recognizing the importance of technological advancement and community engagement, have generously offered to deliver a collection of technology items to Welcome All Park in the city; and

WHEREAS, the City Council acknowledges the value and benefits of this donation and seeks to formally approve the acceptance of these technology items; and

WHEREAS, the City Council believes that accepting this gift aligns with its commitment to enhancing the quality of life for its employees and residents by promoting access to modern technology; and

WHEREAS, it is the opinion of the City Council that this Resolution serves the best interests of the health, safety, and general welfare of the City and its community.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, that the City Manager, or designee, is authorized to accept following gift of technology items from Atlanta Hawks and State Farm.

Item	Quantity	Link
Tablets w/ keyboard	15	Surface Pro 7+
Tablets w/ keyboard	4	Surface Pro 7+
Tablets w/ keyboard	2	Surface Pro 7+
Tablets w/ keyboard	2	Surface Pro 7+
Microsoft Office subscriptions	6 (covers 30 devices)	
Tablet with keyboard	1	-
Mesh router / WiFi system	2	Eero 6 mesh wifi system

Surge protectors	3	Surge Protector
Storage Cabinet	2	Storage cabinet
Charging station	1	Charging Station
Charging cables (iPhone)	2	iPhone Charging Cables
Charging cables (android)	2	Android Charging Cables
Xbox Games	8	-
Lego robotics Kit	1	Lego Robotics Kit
Makeblock mBot	1	Makeblock mBot
Printer	1	Printer
Ink cartridge	1	Ink
Robot ball	1	Robot Ball

BE IT FURTHER RESOLVED, that 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.

BE IT FURTHER RESOLVED, that all resolutions or parts thereof that are in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO:

The General Services Department requests the Council's approval of a Deed of Gift to the Fulton County Schools Archives transferring ownership of the cornerstone, an original painting, and building bricks from the Cliftondale School (formerly the Central School) from the City to the Archives.

DATE:

February 27, 2024

SUBJECT:

The General Services Department requests the Council's approval of a Deed of Gift to the Fulton County Schools Archives transferring ownership of the cornerstone, an original painting, and building bricks from the Cliftondale School (formerly the Central School) from the City to the Archives.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 6:15 p.m. U23-016: Application by Ernesto Williams requesting a Special Use Permit to operate a Short-Term Rental at 3480 Old Fairburn Rd (Parcel ID:130064LL0718) (District 2) in the AG-1 (Agricultural District) zoning district.

DATE: February 27, 2024

SUBJECT: 6:15 p.m. U23-016: Application by Ernesto Williams requesting a Special Use Permit to operate a Short-Term Rental at 3480 Old Fairburn Rd (Parcel ID:130064LL0718) (District 2) in the AG-1 (Agricultural District) zoning district.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
U23-016 Old Fairburn Rd Staff Report CC	Cover Memo	2/23/2024

GOVERNMENT OF THE CITY OF SOUTH FULTON

SHARON SUBADAN
CITY MANAGER



REGINALD MCCLENDON
MANAGING DIRECTOR
COMMUNITY DEVELOPMENT AND
REGULATORY AFFAIRS

MEMORANDUM

TO: Mayor and City Council

FROM: Department of Community Development and Regulatory Affairs
Planning & Zoning Division

SUBJECT: **U23-016: 3480 Old Fairburn Rd SW, Atlanta GA 30349**

MEETING DATE: February 13, 2024

The applicant seeks a Special Use Permit to operate a short-term rental at the existing single-family residential dwelling located at 3480 Old Fairburn Rd SW, Atlanta GA 30349, in the AG-1 (Agricultural) zoning district. (Council District 5)

STAFF RECOMMENDATION: APPROVAL CONDITIONAL
PLANNING COMMISSION RECOMMENDATION: APPROVAL

APPLICATION INFORMATION

Applicant Information:	Ernesto Williams
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Status of Applicant:	Owner
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City Council District(s):	5
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Parcel ID Number:	130064LL0718
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Area of Property:	.32 Acres
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Existing Zoning/Future Land Use:	AG-1 Agricultural District
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Current/Past Use of the Property:	Currently developed with a single-family home.
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Prior Zoning Cases/History:	N/A
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SPECIFIC INFORMATION**FINDINGS OF FACT****PROPERTY LOCATION**

The property is located on the south side of Old Fairburn Rd lying and being in Land Lot 758 of the 1st District, 2nd Section of Fulton County, Georgia, being Lot 36, Block Y, of Willow Springs, Unit Twenty-Three, Phase 1, as per Plat recorded in Plat Book 128, Page 56, Fulton County Georgia Records. The property is located in Council District 5.

2021 COMPREHENSIVE PLAN LAND USE DESIGNATION

The subject property has a future land use designation of Industrial Zone within the 2021 South Fulton Comprehensive Plan.

ADJACENT ZONING AND LAND USES

North: AG-1 Agricultural District
East: AG-1 Agricultural District
South: AG-1 Agricultural District
West: AG-1 Agricultural District

COMMUNITY AND PROPERTY OWNERS NOTIFICATION/COMMENTS

Per the requirements of Section 803.05, a Community Zoning Information Meeting was held virtually on Monday, October 2, 2023, at 6:00pm. At this meeting basic information regarding

the proposed short-term rental was shared by staff while the Applicant shared that their rental is primarily used for short term rentals.

Staff placed the required notice of public hearing in The Daily Report on September 7, 2023, to notify the public that Case U23-016 would be heard at the Planning Commission Meeting on October 25, 2023, and at the City Council meeting on November 14, 2023.

The Applicant was given the addresses within one-quarter mile of the subject property for the purposes of hosting their own community meeting.

CONCLUSIONS

Standard of review for proposed use permit (City Code, Appendix C, Sec. 803.06):

1) Is the proposed use consistent or inconsistent with the Comprehensive Plan?

The Comprehensive Plan identifies a desire to attract visitors through the creation of safe, inviting, and dynamic places. A short-term rental is a form of accommodation that allows visitors to enjoy the community amenities and the City's attractions.

The current use of the property is a short-term rental.

2) Is the proposed use consistent with the supplemental plans adopted by the City Council, such as/or revitalization or economic development plans?

N/A – no supplemental plans have been adopted by the City Council.

3) Is the proposed use compatible with the adjacent land uses and zoning districts?

The proposed use of a short-term rental does not change the nature of the existing single-family dwelling that is on the subject property.

4) Does the proposed use on violate local, state, and or/federal statues, ordinances, or regulations governing land development?

The proposed use does not violate local, state, and federal statues, ordinances, and regulations.

5) What is the effect of the proposed use on vehicular and pedestrian traffic flow and safety, along adjoining streets?

The operation of the short-term rental does not change the current flow of vehicular and pedestrian traffic on the adjoining streets.

6) Is the screening adequate to protect adjacent uses from any negative impacts of the proposed use?

The property is relatively set back from its adjacent neighbor.

7) Can outdoor lighting be used so as to not interfere with surrounding uses?

Outdoor lighting must be consistent with that of a residential development and therefore would not interfere with surrounding uses.

- 8) Does ingress and egress to the property reduce negative impacts of the proposed use or enhance safety?**

The property is accessed from its private driveway.

- 9) Will the number, size, and type of signs proposed for the site have any negative impact on traffic or surrounding property uses?**

No signs are proposed.

- 10) Are off-street parking space adequate? Will they be properly located to reduce any negative impact on surrounding property uses?**

Off-street parking is provided on the subject property.

- 11) Does the use have sufficient space to operate its activities?**

The subject property has sufficient space to operate as a rental. All rental activities are exclusively within the property's boundaries.

- 12) Are there any negative environmental impacts which should be considered, for example, topography, special geological features, soil, water runoff, air pollution, water pollution or contamination, wetlands, etc?**

No new development is being proposed to incur environmental impacts.

- 13) Availability of other land suitable for proposed use and effect on balance of land uses;**

To address concerns of the proliferation of short-term rentals, Ordinance 2022-045- restricted the number of zoning districts which allow short-term rentals rooming houses. This effectively reduced the availability of land available for the proposed use within the City of South Fulton.

- 14) Effect on character of the neighborhood;**

The Applicant requires guests to sign agreements prior to approving reservations, in order to prevent any potential large gatherings or nuisance to our neighbors and neighborhood.

- 15) Effect on adjacent property;**

The Applicant requires guests to abide by rules to minimize potential effects on adjacent properties and their owners.

- 16) Economic use of current zoning;**

The AG-1 Agricultural District has numerous allowed uses that supports the economic viability of the subject property.

- 17) Other conditions**

N/A

Police Report

Address_Formatted	CallSource	Nature	CallTime	FirstArrive
3480 OLD FAIRBURN RD SW	PHONE	1 ABANDONED AUTOMOBILE	11/22/2023 00:29:13	11/22/2023 00:54:28
3480 OLD FAIRBURN RD SW	W911	81 STREET/SIDEWALK OBSTRUCTION	11/21/2023 13:26:19	11/21/2023 13:47:37
3480 OLD FAIRBURN RD SW	PHONE	22 VANDALISM OR MALICIOUS MISC	08/21/2022 09:05:46	08/21/2022 09:27:36
3480 OLD FAIRBURN RD SW	W911	39 INFORMATION FOR OFFICER	07/09/2022 02:31:47	07/09/2022 03:00:08
3480 OLD FAIRBURN RD SW	W911	25 DISCHARGING FIREARMS	07/09/2022 00:43:13	07/09/2022 01:31:39
3480 OLD FAIRBURN RD SW	W911	39 INFORMATION FOR OFFICER	05/03/2021 02:10:19	
3480 OLD FAIRBURN RD SW	PHONE	45 INVESTIGATE LARCENY	12/28/2019 01:58:09	12/28/2019 02:09:37
3480 OLD FAIRBURN RD SW	W911	OVER230	09/20/2019 01:57:59	09/20/2019 02:02:23
3480 OLD FAIRBURN RD SW	W911	41 AUTOMOBILE ACCIDENT	05/29/2019 18:51:39	05/29/2019 23:16:03
3480 OLD FAIRBURN RD SW	W911	54 SUSPICIOUS PERSON/VEHICLE	02/03/2019 16:31:47	02/03/2019 16:51:28
3480 OLD FAIRBURN RD SW	PHONE	54 SUSPICIOUS PERSON/VEHICLE	01/19/2019 12:54:30	01/19/2019 13:27:17
3480 OLD FAIRBURN RD SW	PHONE	1 ABANDONED AUTOMOBILE	12/04/2018 12:52:57	12/04/2018 13:09:08
3480 OLD FAIRBURN RD SW	W911	54 SUSPICIOUS PERSON/VEHICLE	12/03/2018 21:14:29	
3480 OLD FAIRBURN RD SW	W911	42 INVESTIGATE BURGLARY	11/02/2018 11:25:03	

STAFF RECOMMENDATION: APPROVAL CONDITIONAL
PLANNING COMMISSION RECOMMEDATION: APPROVAL

Recommended Conditions:

1. That that Special Use Permit is not transferrable.
2. That the permittee is required to maintain a valid South Fulton business license to operate a short-term rental.

PREPARED BY: Karen Tominey, Senior Planner

REVIEWED BY: Reginald McClendon, Director, CDRA

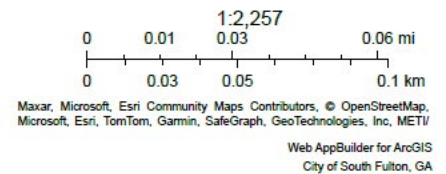
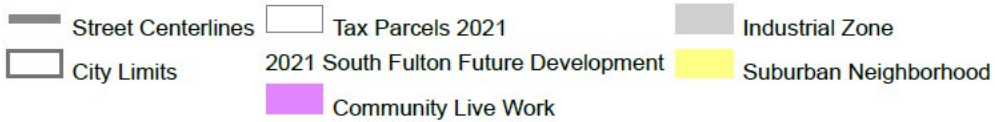
3480 Old Fairburn Rd Ariel View



3480 Old Fairburn Rd Future Zoning



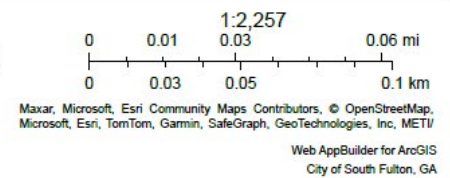
1/16/2024, 10:40:23 AM



3480 Old Fairburn Rd Current Zoning



1/16/2024, 10:39:52 AM





**PUBLIC PARTICIPATION PLAN REPORT
FORM E**

Applicant: ERNESTO WILLIAMS

Petition No. U23-016

Date: 10-18-23

1. The following parties were notified of the requested rezoning/use permit:

THE NEIGHBORHOOD HAS BEEN NOTIFIED BY SIGNAGE POSTING ON
THE FRONT LAWN

2. The following meetings were held regarding this petition: (Include the date, time, and meeting location.)

I WILL HAVE A NEIGHBORHOOD MEETING 10-23-23 AT
6:00 pm.

3. The following issues and concerns were expressed: NONE

NO ONE SHOWED UP AT THE MEETING

4. The applicant's response to issues and concerns was as follows: NONE

5. Applicants are required to attach copies of sign-in sheets from meetings as well as meeting announcements, i.e., notices, flyers, letters, and any other documentation which supports the opportunity for public input.

Attach additional sheets as needed.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 6:20 p.m. U23-019: Application by Samuel Atta-Darkwah requesting a Special Use Permit to operate a Short-Term Rental at 4020 Stonewall Tell Road (Parcel ID: 09F410101720114) (District 3) in the AG-1 (Agricultural District /Cliftondale Overlay District) zoning district.

DATE: February 27, 2024

SUBJECT: 6:20 p.m. U23-019: Application by Samuel Atta-Darkwah requesting a Special Use Permit to operate a Short-Term Rental at 4020 Stonewall Tell Road (Parcel ID: 09F410101720114) (District 3) in the AG-1 (Agricultural District /Cliftondale Overlay District) zoning district.

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
U23-019 Staff Report_CC	Cover Memo	2/23/2024

GOVERNMENT OF THE CITY OF SOUTH FULTON

SHARON SUBADAN
CITY MANAGER



REGINALD MCCLENDON
MANAGING DIRECTOR
COMMUNITY DEVELOPMENT AND
REGULATORY AFFAIRS

MEMORANDUM

TO: Mayor and City Council

FROM: Department of Community Development and Regulatory Affairs
Planning & Zoning Division

SUBJECT: **U23-019: 4020 Stonewall Tell Road South Fulton GA 30349**

MEETING DATE: February 13, 2024

The applicant seeks a Special Use Permit to operate a short-term rental at the existing single-family residential dwelling located at 4020 Stonewall Tell Road, South Fulton, GA 30349, in the AG-1 (Agricultural) zoning district with Cliftondale Overlay District. (Council District 3)

STAFF RECOMMENDATION: APPROVAL CONDITIONAL

PLANNING COMMISSION RECOMMENDATION: APPROVAL

APPLICATION INFORMATION

Applicant Information: Samuel Atta-Darkwah

Status of Applicant: Owner

City Council District(s): 3

Parcel ID Number: 09F410101720114
Area of Property: 1.71 Acres

Existing Zoning/Future Land Use: AG-1 Agricultural (Attachment 1) with Clifondale Overlay District
Rural Neighborhood (Attachment 1)

Current/Past Use of the Property: Currently developed with a single-family home.

Prior Zoning Cases/History: N/A

SPECIFIC INFORMATION**FINDINGS OF FACT****BACKGROUND**

Ordinance 22-045 was adopted by City Council in December of 2022. This ordinance reduced the number of zoning districts allowing short-term rentals and determined that operators must first apply for a Special Use Permit. The applicant's typical clients will include families on vacation, travelling nurses, out-of-state workers in the Atlanta metro area, and families and friends attending weddings, funerals, and other social events in the metro Atlanta area.

PROPERTY LOCATION

The property is located on northeast side of Stonewall Tell Road, all that tract or parcel of land lying and being in Land Lot 172 of the 9th District of originally Fayette, now Fulton County, Georgia, being the north half of Lot 8 of the Hogan and Cook Subdivision of 1953, re-checked January 1958, J.W. Steed, C.E. The property is located in Council District 3.

2021 COMPREHENSIVE PLAN LAND USE DESIGNATION

The subject property has a future land use designation of Rural Neighborhood within the 2021 South Fulton Comprehensive Plan.

ADJACENT ZONING AND LAND USES

North: AG-1 Agricultural District

East: AG-1 Agricultural District

South: Sub-C Suburban C Single-Family Dwelling District

West: Sub-C Suburban C Single-Family Dwelling District

COMMUNITY AND PROPERTY OWNERS NOTIFICATION/COMENTS

Per the requirements of Section 803.05, a Community Zoning Information Meeting was held virtually on Monday, October 2, 2023 at 6:00 p.m. At this meeting basic information regarding the proposed short-term rental was shared by staff while the applicant presented his case.

Staff placed the required notice of public hearing in The Daily Report on October 26, 2023, to notify the public that Case U23-019 would be heard at the Planning Commission Meeting on November 15, 2023, and at the City Council meeting on December 12, 2023.

Staff placed a notification sign in front of the subject property on October 26, 2023 to notify the surrounding community that Case U23-019 would be heard at the Planning Commission Meeting on November 15, 2023 and at the City Council meeting on December 12, 2023.

The Applicant was given the addresses within one-quarter mile of the subject property for the purposes of hosting their own community meeting.

CONCLUSIONS

Standard of review for proposed use permit (City Code, Appendix C, Sec. 803.06):

1) Is the proposed use consistent or inconsistent with the Comprehensive Plan?

The Comprehensive Plan identifies a desire to attract visitors through the creation of safe, inviting, and dynamic places. A short-term rental is a form of accommodation that allows visitors to enjoy the community amenities and the City's attractions.

2) Is the proposed use consistent with the supplemental plans adopted by the City Council, such as/or revitalization or economic development plans?

N/A – no supplemental plans have been adopted by the City Council.

3) Is the proposed use compatible with the adjacent land uses and zoning districts?

The proposed use of a short-term rental does not change the nature of the existing single-family dwelling that is on the subject property.

4) Does the proposed use on violate local, state, and or/federal statues, ordinances, or regulations governing land development?

The proposed use does not violate local, state, and federal statues, ordinances, and regulations.

5) What is the effect of the proposed use on vehicular and pedestrian traffic flow and safety, along adjoining streets?

The operation of the short-term rental does not change the current flow of vehicular and pedestrian traffic on the adjoining streets.

6) Is the screening adequate to protect adjacent uses from any negative impacts of the proposed use?

The property is relatively set back from its adjacent neighbor and is heavily wooded.

7) Can outdoor lighting be used so as to not interfere with surrounding uses?

Outdoor lighting must be consistent with that of a residential development and therefore would not interfere with surrounding uses.

8) Does ingress and egress to the property reduce negative impacts of the proposed use or enhance safety?

The property is accessed from its private driveway.

9) Will the number, size, and type of signs proposed for the site have any negative impact on traffic or surrounding property uses?

No signs are proposed.

10) Are off-street parking space adequate? Will they be properly located to reduce any negative impact on surrounding property uses?

Off-street parking is provided on the subject property.

11) Does the use have sufficient space to operate its activities?

The subject property has sufficient space to operate as a rental. All rental activities are exclusively within the property's boundaries.

12) Are there any negative environmental impacts which should be considered, for example, topography, special geological features, soil, water runoff, air pollution, water pollution or contamination, wetlands, etc?

No new development is being proposed to incur environmental impacts.

13) Availability of other land suitable for proposed use and effect on balance of land uses;

To address concerns of the proliferation of short-term rentals, Ordinance 2022-045- restricted the number of zoning districts which allow short-term rentals rooming houses. This effectively reduced the availability of land available for the proposed use within the City of South Fulton.

14) Effect on character of the neighborhood;

The proposed short-term rental should have no effect on the neighborhood's character.

15) Effect on adjacent property;

The proposed short-term rental should have no effect on adjacent property.

16) Economic use of current zoning;

The AG-1 Agricultural District has numerous allowed uses that support the economic viability of the subject property.

17) Other conditions

N/A

POLICE REPORT

<u>Address Formatted</u>	<u>Call Source</u>	<u>Call Time</u>	<u>Nature</u>	<u>First Arrive</u>	<u>First Dispatch Time</u>
<u>4020</u> <u>STONEWALL</u> <u>TELL RD</u>	<u>SELF</u>	<u>06/12/202</u> <u>3 20:28:11</u>	<u>81</u> <u>STREET/SIDEWAL</u> <u>K OBSTRUCTION</u>		
<u>4020</u> <u>STONEWALL</u> <u>TELL RD</u>	<u>SELF</u>	<u>06/12/202</u> <u>3 20:27:35</u>	<u>81</u> <u>STREET/SIDEWAL</u> <u>K OBSTRUCTION</u>	<u>06/12/202</u> <u>3 21:01:08</u>	<u>06/12/2023</u> <u>20:50:21</u>
<u>4020</u> <u>STONEWALL</u> <u>TELL RD</u>	<u>PHONE</u>	<u>03/28/202</u> <u>1 11:38:25</u>	<u>43 INVESTIGATE</u> <u>HIT AND RUN</u>	<u>03/28/202</u> <u>1 12:08:22</u>	<u>03/28/2021</u> <u>11:41:08</u>
<u>4020</u> <u>STONEWALL</u> <u>TELL RD</u>	<u>PHONE</u>	<u>07/02/201</u> <u>9 21:46:00</u>	<u>54 SUSPICIOUS</u> <u>PERSON/VEHICLE</u>	<u>07/02/201</u> <u>9 22:01:35</u>	<u>07/02/2019</u> <u>21:52:12</u>

PUBLIC PARTICIPATION

The public participation meeting was held on Friday, December 1 at 6:00 pm.

STAFF RECOMMENDATION: APPROVAL CONDITIONAL
PLANNING COMMISSION RECOMMENDATION: APPROVAL**Recommended Conditions:**

1. That that Special Use Permit is not transferrable.
2. That the permittee is required to maintain a valid South Fulton business license to operate a short-term rental.

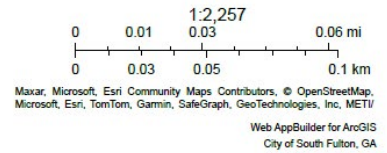
PREPARED BY: Karen Tominey, Senior Planner

REVIEWED BY: Reginald McClendon, Director, CDRA

4020 Stonewall Tell Road Ariel View



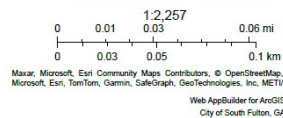
1/16/2024, 10:43:20 AM



4020 Stonewall Tell Road Current Zoning



1/16/2024, 10:43:34 AM



4020 Stonewall Tell Road Future Zoning



1/16/2024, 10:43:06 AM

- Street Centerlines
- City Limits
- Tax Parcels 2021
- 2021 South Fulton Future Development
- Rural Neighborhood
- Suburban Neighborhood

1:2,257
 0 0.01 0.03 0.06 mi
 0 0.03 0.05 0.1 km
 Maxar, Microsoft, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/
 Web AppBuilder for ArcGIS
 City of South Fulton, GA

Date: December 1st, 2023
From: Samuel Atta-Darkwah
To: Planning Department – City of South Fulton, GA
Subject: Post Public Participation Meeting Report for 4020 Stonewall Tell Rd, S. Fulton GA 30349

The Subject meeting was held on Friday December 1st, 2023 at 6:00 PM at 4020 Stonewall Tell Rd, South Fulton, GA 30349. Prior to the meeting, invitations were sent to forty-four (44) neighbors identified by the Planning Department of the City of South Fulton (PDCOSF) to attend the meeting. The cost to make the invitation postcards was \$53.28 and the postage cost was \$29.04, bringing the total cost to make and post the postcards to \$82.32. The receipts are attached to this report.

Ahead of the meeting, neighbors Curtis and Gloria Jones at 3964 Stonewall Tell Rd called and inquired about the purpose of the meeting. My response to their questions is shown on the phone inquiries log sheet attached to this report. Also attached to this report is the attendance log for the public participation meeting which shows that none of the invited neighbors physically attended the meeting.

I attended the virtual community zoning information meeting (czim) held on Wednesday November 6th, 2023 from 6 pm. During the meeting, I was given an opportunity to present an overview of my request for special use permit to operate a short-term rental at 4020 Stonewall Tell Rd to the city officials and other attendees of the meeting. There were no subsequent questions to me after I completed the presentation of my request.

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 6:25 p.m. Request Council Approval of A Professional Services Agreement with Sharon D. Subadan to serve as the City Manager for the City of South Fulton in the amount of \$298,000 to be funded from the General Fund

DATE: February 27, 2024

SUBJECT: 6:25 p.m. Request Council Approval of A Professional Services Agreement with Sharon D. Subadan to serve as the City Manager for the City of South Fulton in the amount of \$298,000 to be funded from the General Fund

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
South Fulton - Sharon Subadan City Manager Professional Services Agreement Final_Redacted	Cover Memo	2/23/2024

PROFESSIONAL SERVICES AGREEMENT

This professional services agreement (referred to herein as "Agreement") is made and entered into by and between the City of South Fulton, Georgia, (referred to herein as the "City"), and Sharon D. Subadan (referred to herein as "Subadan").

RECITALS

WHEREAS, the duly elected governing authority of the City are the Mayor and Council (referred to herein as "City Council");

WHEREAS, the City Council wishes to employ Subadan as the City Manager for the City, and the City and Subadan wish to document the terms of such arrangement; and

NOW, THEREFORE, in consideration of the foregoing, the mutual and dependent promises hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. **Effective Date and Term.** The term of this Agreement is for two (2) years beginning March 1, 2024 and terminating on February 28, 2026, unless either the City Council fails to adopt this Agreement or Subadan fails to execute and return it either by email or hand delivery of a copy of the executed Agreement to City Clerk, Corey Adams (corey.adams@cityofsouthfultonga.gov) ("Effective Date"). However, this Agreement may be terminated by either Subadan, or the City as provided in Section 6 of this Agreement below.

2. **Position and Duties.** The City hereby employs Subadan as its City Manager, who shall have such responsibilities, duties, and authorities as are prescribed by the City Charter (referred to herein as "Charter"), laws of the State of Georgia, federal law and the City's Code of Ordinances, and such other lawful duties and responsibilities as are assigned to her by the City Council. Subadan agrees to fulfill such duties and responsibilities to the best of her abilities, in a professional and competent manner and in compliance with the policies, practices, laws and regulations that govern the City's operation and administration. Unless Subadan is utilizing paid time off (PTO), she shall dedicate no less than 40 hours per week in the performance of her duties under this Agreement.

3. **Compensation.** For all services rendered by Subadan, the City shall compensate Subadan as follows:

(a) **Base Salary.** As of the Effective Date, the gross annual salary payable to Subadan shall be Two Hundred Ninety-Eight Thousand Dollars and 00/100 Cents (\$298,000.00) per year payable on a regular basis in accordance with the City's standard payroll procedures, but not less than monthly (referred to here as the "Base Salary"). The Base Salary shall be subject to adjustment by the Council from time-to-time in its discretion, but in no event shall the Base Salary be lowered unless consented to, in writing, by Subadan. Subadan shall be entitled to salary adjustments on the same basis as applied and administered by the City to its executive

classification of employees. The City may also, at its discretion, offer Subadan annual bonuses based upon performance reviews and available funding.

(b) Paid Time Off ("PTO"). The City agrees to credit Subadan with one week of annual sick leave, which is 40 hours, and four weeks of vacation/personal leave annually, which is 160 hours. Additionally, Subadan agrees to reasonably attempt to notify the Mayor and City Council at least two (2) weeks in advance prior to using her PTO, except for an emergency. Pursuant to the City's practices and overall administration of its benefit plans and arrangements, under no circumstances will the City provide monetary compensation for any unused sick time.

(c) Disability. The City agrees to put into force and to make required premium payments for short term and long-term disability coverage for Subadan on a basis consistent with the terms, conditions, and overall administration by the City of such benefit.

(d) Life Insurance. The City shall pay the amount of premium due for term life insurance on a basis consistent with the terms, conditions, and overall administration by the City of such benefit.

4. Professional Development. The City agrees to pay for reasonable and customary travel and subsistence expenses of Subadan for City approved professional and official travel and training necessary to continue her professional development and for her performance of duties under this Agreement. Said expenses shall be subject to budget limitations and City travel policies, as approved by the City.

5. Dues and Subscriptions. The City agrees to pay for the reasonable professional memberships, dues and subscriptions deemed by the City and Subadan as necessary for her participation in local, state, regional and national organizations and desirable for her continued professional advancement. All reimbursable expenses shall be appropriately documented in reasonable detail by Subadan upon submission of any request for reimbursement, and in a format and manner consistent with the City's expense reporting policies and applicable federal and state tax recordkeeping requirements, as approved by the City.

6. Termination: Rights on Termination. This Agreement may be terminated in any of the following ways:

(a) Termination by the City "For Cause." The City may terminate this Agreement and Subadan's employment "For Cause" consistent with the procedures set forth in Section 2.16 of the Charter. "For Cause" shall mean those grounds for removal set forth in Section 2.16 of the Charter; provided, however, unless an unwaivable conflict arises, Subadan's ownership of and participation in her private business shall not constitute Cause. Subadan shall not be required to relinquish her role or position, surrender control of, or transfer her interest in said company. Prior to the commencement of any action against Subadan, by the City or a council member, pursuant to Section 2.16 of the Charter, the City shall provide Subadan with notice of the ground(s) upon which she is sought to be removed with sufficient specificity and detail so that she may reasonably ascertain the accusations made against her. Subadan shall be provided with

an opportunity within 30 days of such notice to address the City Council on the same. If an action pursuant to Section 2.16 of the Charter is thereafter commenced, the date of termination shall be the date of the affirmative vote of five council members in approval of the termination for Cause. Subadan shall continue to receive her salary, any remaining credited annual personal/vacation leave, and reimbursements due through the termination date.

(b) Termination by the City "For Other Cause." The City may terminate this Agreement and Subadan's employment "For Other Cause" consistent with the procedures set forth in Section 3.23 of the Charter. "For Other Cause" shall mean any grounds for removal, other than those set forth in Section 2.16 of the Charter. In the event Subadan's employment is terminated For Other Cause, Subadan hereby agrees to waive and forego her right for a hearing as set forth under Section 3.23 of the Charter. Subadan shall continue to receive her salary, any remaining credited annual personal/vacation leave, and reimbursements due through the effective date of a final resolution of removal by the City Council, which shall also constitute the termination date. In exchange for hereby waiving and foregoing her right to a hearing as set forth under Section 3.23 of the Charter, in the event of Subadan's termination For Other Cause: Subadan shall be entitled to a severance payment equal to her Base Salary in effect at the time of termination for the remainder of the Term, not to exceed six (6) months, which amount shall be paid, at Subadan's option, in either a lump sum payment on the first regular payroll date following the termination date, or in equal monthly installments for a period of six (6) months following the termination date in accordance to the City's normal payroll practices.

(c) Termination by Death or Disability. This Agreement shall terminate automatically upon Subadan's death. The City may terminate this Agreement on the basis of a disability suffered by Subadan, in accordance with State and Federal law. As part of the decision-making on disability, Subadan and the City agree to engage in discussion about any and all possible accommodations. Upon termination of this Agreement on the basis of disability, Subadan shall be entitled to the severance payments and benefits set forth in Section 6 (b).

(d) Termination by Subadan. Subadan may terminate this Agreement at any time by providing the City with notice of such termination not later than thirty days prior to the effective date of termination unless the City and Subadan agree otherwise. If Subadan voluntarily terminates this Agreement pursuant to this paragraph, Subadan shall be entitled to receive all compensation earned, any credited personal/vacation leave, and reimbursements due through the effective date of termination. Subadan hereby acknowledges and understands that the City does not provide monetary payments for accrued sick time consistent with the terms, conditions, and overall administration of the City's benefit plans and arrangements. Upon such notice, the City, at its discretion, may hire a replacement city manager and/ or suspend Subadan's performance of duties by and through the effective termination date. Upon the termination date, the City shall have no further financial obligation to Subadan pursuant to this Agreement.

(e) Provisions that Survive Termination or Expiration of Agreement. All rights and obligations of the City and Subadan under this Agreement shall cease as of the effective date of termination or expiration of this Agreement, except that the City's payment obligations under the

paragraphs in this section and the City's indemnification obligations under Section 9 of this Agreement shall survive such termination or expiration in accordance with their terms.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective heirs, legal representatives, successors, and assigns.

8. Complete Agreement; Waiver; Amendment. The City and Subadan have no oral representations, understandings, or agreements with the other covering the same subject matter as this Agreement. This Agreement, together with the other agreements explicitly referenced herein or attached hereto, is the final, complete, and exclusive statement of expression of the agreement between the City and Subadan with respect to the subject matter hereof, and supersedes any and all prior, existing or contemporaneous agreements or understandings of any kind or nature between the parties, and cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous oral or written agreements. This written Agreement may not be later modified except by a further writing signed by a duly authorized official of the City or member of the Council and Subadan, and no term of this Agreement may be waived except by a writing signed by the party waiving the benefit of such term.

9. Indemnification. With the exception of intentional and/or willful misconduct and actions performed by Subadan connected to her performance of any unlawful act, City shall defend, hold harmless and indemnify Subadan in her official capacity against any tort, professional liability claims or demands or other legal action arising out of an alleged act or omission occurring in the performance of Subadan's duties as City Manager. In such instances where the City is required to defend, hold harmless and indemnify Subadan under this agreement, Subadan may request, and the City shall not unreasonably refuse to cause for independent legal representation to be provided to Subadan at the City's expense. Legal representation provided by the City for Subadan shall extend until a final determination of the legal action including any appeals brought by either party. The City may compromise and settle any claim or suit falling within its duty to indemnify Subadan under this Section, with or without Subadan's approval, and shall pay the amount of any settlement or judgment rendered thereto. Subadan shall be liable to the City for any judgments, legal fees and other expenses incurred by the City in any proceeding in which Subadan is found by a Court of law to be guilty of any intentional and/or willful misconduct or neglect in the performance of her duties connected to an unlawful act. Any indemnification provided to Subadan pursuant to this Agreement shall extend beyond the termination of employment and the termination of this Agreement to provide Subadan protection for any such acts undertaken or committed in her official capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following her employment with the City.

10. Bonding. The City agrees to bear the full cost of any fidelity or other bonds required of Subadan under any policy, regulation, ordinance, or law, including the City Charter.

11. Code of Ethics. The Code of Ethics promulgated by the International City/County Management Association (ICMA) is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern Subadan's conduct and actions as City Manager of the City.

12. Notice. Whenever any notice is required hereunder, unless specified herein otherwise, it shall be given in writing, via certified U.S. mail, addressed as follows:

To the City: The City of South Fulton, Georgia
Attn: City Clerk
5440 Fulton Industrial Blvd, S.W.
Atlanta, GA 30336

With a copy to: The City of South Fulton, Georgia
Attn: City Attorney
5440 Fulton Industrial Blvd, S.W.
Atlanta, GA 30336

To Subadan: Sharon D. Subadan


With a copy to: Hall Booth Smith, PC
Attn: Dargan Scott Cole, Sr.
2710 Old Milton Parkway; Suite 200
Alpharetta, GA 30009

13. Headings. The section headings are for reference purposes only and are not intended in any way to describe, interpret, define, or limit the extent of the Agreement or of any part hereof.

14. Jointly Drafted. The parties and their respective counsel have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

15. Charter Compliance. This Agreement shall be subject to compliance with all local, state, and federal laws. All applicable local, state, and federal laws shall control in any instances where this Agreement and such laws are inconsistent.

16. Governing Law. This Agreement shall in all respects be governed by and construed, including for venue purposes, in accordance with the laws of the State of Georgia.

17. Prevailing Party. In the event that litigation ensues between any parties respecting this Agreement, the prevailing party shall be entitled to recover its costs of litigation, including reasonable attorneys' fees, from the non-prevailing party up to the maximum amount of Twenty-Five Thousand Dollars (\$25,000).

18. Performance Evaluation. Subadan acknowledges that Mayor and City Council will evaluate her performance as City Manager using the 360 methodology or similarly acceptable method used to evaluate City Managers by December 31st of each year.

19. Miscellaneous. The City agrees and acknowledges that as a material term of this Agreement that she does not have to relinquish, transfer, dissolve or suspend the operation of her company, upon being approved and accepting the position of City Manager.

IN WITNESS WHEREOF, the patties hereto have caused this Agreement to be duly executed as follows:

CITY OF SOUTH FULTON, GEORGIA:

khalid kamau, MAYOR

Attested to by:

Corey E. Adams, City Clerk

[SEAL]

As Contracting Party:

Sharon D. Subadan, in her approved and official
Capacity as City Manager

Approved as to Form

Vincent D. Hyman, City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 6:30p.m. Request Approval of A Resolution To Name The Sandtown Recreation Center Basketball Court In Honor And Recognition Of Coach Anthony “Tony” Williams (Sponsored by Councilmember Rowell)

DATE: February 27, 2024

SUBJECT: 6:30p.m. Request Approval of A Resolution To Name The Sandtown Recreation Center Basketball Court In Honor And Recognition Of Coach Anthony “Tony” Williams (Sponsored by Councilmember Rowell)

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2024 Resolution to Rename Certain Areas or Rooms inside of City Facilities	Cover Memo	2/23/2024

**A RESOLUTION TO NAME THE SANDTOWN RECREATION CENTER
BASKETBALL COURT IN HONOR AND RECOGNITION OF COACH ANTHONY
“TONY” WILLIAMS AND FOR OTHER PURPOSES.**

(Sponsored by Councilmember Catherine Rowell)

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

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

WHEREAS, the City has the authority to adopt and provide for the execution of such ordinances, resolutions, rules, and regulations, not inconsistent with this Charter, the Constitution and the laws of the State of Georgia; and

WHEREAS, the City on August 24, 2021 adopted Resolution Number 2021-033 to establish a process for naming or renaming public facilities or infrastructures; and

WHEREAS, the Renaming Committee enacted by Resolution Number 2021-033 had a sunset provision, that is, the City Renaming Committee is only active for a period of six (6) months and then makes its recommendations to the City Council for the naming or renaming of City facilities or infrastructures, excluding roads; and

WHEREAS, the City and its sponsor believes that this individual possessed the requisite honor and integrity that will reflect positively on the City and community, his recommendation does not conflict with other City designated names, he has achieved in his own unique and respective way a certain degree of local, state and/or national prominence throughout his respective neighborhood, communities and/or the City; and

WHEREAS, the Renaming Committee is currently inactive and City Council desires to name the Sandtown Recreation Center basketball court in honor and recognition of Coach Anthony “Tony” Williams; and

WHEREAS, the City Council finds this Resolution to be in the best interest of the City, its residents and the general public; and

**NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH FULTON
HEREBY RESOLVES**

Section 1. It is hereby declared that upon the effective day of this Resolution that the intention of the Mayor and City Council is to name the Sandtown Recreation Center basketball court in honor and recognition of Coach Anthony “Tony” Williams.

Section 2. (a) All sections, paragraphs, sentences, clauses, and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable, and constitutional.

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

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

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

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

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 6:35 p.m. Request Approval of A Resolution By The City Of South Fulton Imposing A Moratorium On The Acceptance Of Any Special Use Permit Application, Any Associated Zoning Application, Or Building Permit Application For A Short-Term Rental In The City Of South Fulton

DATE: February 27, 2024

SUBJECT: 6:35 p.m. Request Approval of A Resolution By The City Of South Fulton Imposing A Moratorium On The Acceptance Of Any Special Use Permit Application, Any Associated Zoning Application, Or Building Permit Application For A Short-Term Rental In The City Of South Fulton

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Res2024 Resolution to Impose Moratorium on Special Use Permit Apps Final	Cover Memo	2/23/2024

**A RESOLUTION BY THE CITY OF SOUTH FULTON IMPOSING A MORATORIUM ON
THE ACCEPTANCE OF ANY SPECIAL USE PERMIT APPLICATION, ANY
ASSOCIATED ZONING APPLICATION, OR BUILDING PERMIT APPLICATION FOR
A SHORT-TERM RENTAL IN THE CITY OF SOUTH FULTON AND FOR ANY 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 City has been vested with substantial powers, rights, and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, peace, and the general welfare of the City of South Fulton; and

WHEREAS, pursuant to Section 6.13 of the City Charter, the City's regulatory power allows for, among other things, to establish reasonable requirements for obtaining or keeping such licenses as the public health, safety, and welfare necessitate; and

WHEREAS, the City adopted and on December 21, 2022, passed Ordinance number 2022-045 requiring residential property owners that sought to use their residential property as a short-term rental to apply and receive approval from City Council; and

WHEREAS, the City Council must take immediate and responsive action to protect the interests of the City, and it is in the best interests of the health, safety, and welfare of the citizens of the City, that no new applications for special use permits or occupation tax certificates/business licenses; and

WHEREAS, the Mayor and City Council the City desires a limited amount of time, that is, 180 days or 6 months to study and revise the regulations related to short term rentals; and

WHEREAS, it is necessary to impose a moratorium to maintain the status quo while the reviews are completed and while any rezoning ordinance is passed; and

WHEREAS, it is in the interest of the public health, safety, and general welfare of the City's citizens to ensure the City complies with the State of Georgia's Zoning Procedures Law; and

WHEREAS, moratoria are a well-recognized and court-sanctioned land use tool in furtherance of local planning and zoning powers by preserving the status quo while the governing authority formulates a more permanent development strategy. *Tahoe-Sierra Preservation Council, Inc. v. Tahoe Regional Planning Agency*, 535 U.S. 302 (2002); *City*

of Roswell v. Outdoor Systems, Inc., 274 Ga. 130 (2001); and

WHEREAS, the Mayor and City Council find that a one hundred and eighty (180) day period of time to assess existing land use conditions, engage community stakeholders, collect, and synthesize demographic data and develop policy recommendations is a reasonable period of time; and

WHEREAS, by enactment of this extension of this moratorium the City Council does not intend to disturb the operation of any business located in the city limit that possesses a valid special use permit license, land use permit and/or business license/occupation tax certificate and was operating on the date of adoption of this moratorium.

THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH FULTON HEREBY RESOLVES as follows:

Section 1. The moratorium imposed herein incorporates the findings and statements set forth in the preceding "Whereas" clauses and such clauses are made a part of this moratorium.

Section 2. A moratorium is imposed on, and the Director of the Department of Community Development and Regulatory Affairs or his designee, and the Finance Director or his designee, shall not accept any new applications after the effective date of this Resolution, according to Section 3.21 of the City of South Fulton Code of Ordinances, for any business license, occupation tax certificate, rezoning, building permit application, land disturbance permit, or special use permit from any property owner, individual or entity operating or seeking to operate a short-term rental property for income or profit (as defined or described under Section 12-3001, et seq. of City Code).

Section 3. This moratorium shall apply to all parcels within the City of South Fulton's municipal limits.

Section 4. During the period within the moratorium, the Mayor and City Council shall study and consider revising short term rental regulations.

Section 5. The moratorium does not apply to any lawfully existing, permitted, approved, and operating short term rental use/businesses.

Section 6.

(a) The duration of this moratorium shall be until the City adopts a revision of the City's Code of Ordinances, resolutions or other applicable short-term rental uses/businesses regulations related to the above referenced uses or until 180 days has elapsed, whichever first occurs.

(b) This moratorium shall be effective as of the date of adoption of this resolution;

(c) As of the effective date of this resolution, no applications for special use permits, or for any other purposes related to the above described use will be accepted by any agent,

employee or officer of the City with respect to any property in the City of South Fulton, and any permit so accepted for filing will be deemed in error, null and void and of no effect whatsoever and shall constitute no assurance whatsoever of any right to engage in any act, and any action in reliance on any such permit shall be unreasonable;

Section 7. In the event that any one or more of the provisions contained in this Resolution or Moratorium shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this resolution or moratorium, but this resolution and moratorium shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.

[Signatures and Voting Tabulation Appears on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: Request Approval of Settlement Agreement Regarding Civil Action No.
2023CV384425

DATE: February 27, 2024

SUBJECT: Request Approval of Settlement Agreement Regarding Civil Action No.
2023CV384425

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 6:45 p.m. First Read: An Ordinance To Amend Sections 4-3004 Duties of the Alarm User And 4-30037 Enforcement Of Title 4 Law Enforcement, Chapter 4 False Alarms

DATE: February 27, 2024

SUBJECT: 6:45 p.m. First Read: An Ordinance To Amend Sections 4-3004 Duties of the Alarm User And 4-30037 Enforcement Of Title 4 Law Enforcement, Chapter 4 False Alarms

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Amended Ordinance - False Alarm Amendment Feb 2024 Final	Cover Memo	2/23/2024

AN ORDINANCE TO AMEND SECTIONS 4-3004 DUTIES OF THE ALARM USER AND 4-30037 ENFORCEMENT OF TITLE 4 LAW ENFORCEMENT, CHAPTER 4 FALSE ALARMS; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmembers Rowell and Pritchett)

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, pursuant to City Charter Section 3.10 (c), the City Council is authorized to establish, abolish, merge, or consolidate offices, positions of employment, departments, and agencies of the City as it shall deem necessary for the proper administration of the affairs of the government 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. The Code of Ordinances, City of South Fulton, Georgia, Title 4 Law Enforcement, Chapter 4 False Alarms, Section 4-3004 Duties of Alarm User and Section 4-3007 Enforcement is amended as follows:

Sec. 4-3004(6) is updated to read:

An alarm user shall be required to:

(6)

Obtain a new permit if there is a change in address, change in ownership of a business or residence or change in alarm provider.

Sec. 4-3007(1) is updated to read:

Effective January ~~July~~ 1, 2020 **2024**, enforcement for violations of this article shall be assessed against the alarm user or alarm contractor and carried out in accordance with this section.

(1) *Excessive false alarms/failure to register.* Alarm users shall be fined for excessive false alarms **during a calendar year** and/or failure to register **for a** ~~during the permit year~~ in accordance with the following civil fine schedule:

1 st & 2 nd False Alarm	No Fine
3 rd False Alarm <u>and more</u>	\$100.00
4 th False Alarm <u>Failure to Register</u>	\$150.00 <u>\$100</u>
5 th False Alarm	\$200.00
6 th False Alarm	\$250.00
7 th & 8 or More False Alarms	\$500.00

Sec. 4-3007(9) is added to read as follows:

(9) Civil Fines for Alarm Contractor. An alarm contractor shall be responsible for and pay the following fines in situations where a false alarm is attributed to an error of the alarm contractor or improper installation by the alarm contractor or if the alarm contractor cannot provide evidence of telephone logs, other electronic means, or visual evidence that the alarm verification process as provided in O.C.G.A 35-1-9, as amended, was followed during the particular calendar year. Where the alarm contractor was in compliance with the provisions of O.C.G.A 35-1-9, as amended, the alarm user responsible for the false alarm shall pay for or be responsible for any fines.

<u>1st False Alarm</u>	<u>\$150.00</u>
<u>2nd False Alarm</u>	<u>\$200.00</u>
<u>3rd False Alarm and more</u>	<u>\$250.00</u>

Section 2. Amendments are shown with **bold underline** to denote text to be added or strikethrough to denote text to be deleted. Where new sections or paragraphs are added that change the numbering of existing sections or paragraphs, all references throughout the Ordinance will be updated accordingly.

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

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

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

Section 4. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 5. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 6. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 6:50 p.m. The Public Works Department request Council approval to award a fix contract, ITB Number 23-86, to DAF CONCRETE, INC, for Sidewalk Improvements on Enon Road,

DATE: February 27, 2024

SUBJECT: 6:50 p.m. The Public Works Department request Council approval to award a fix contract, ITB Number 23-86, to DAF CONCRETE, INC, for Sidewalk Improvements on Enon Road,

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
ITB 23-86 - Bid Tabulation_Enon_Sidewalk_NOIA Public Works	Cover Memo	2/23/2024

ITB # 22-104 Sidewalk Improvements on Danforth Road
December 19, 2022 at 3:00 P.M.
Official Bid Tabulation Summary

CITY OF SOUTH FULTON
PURCHASING DEPARTMENT

			C&S CST Consult, Inc Jonesboro, GA			DAF Concrete, Inc Jonesboro, GA			Sol Construction, LLC Decatur, GA			CMC, Inc Suwanee, GA			SD&C, Inc. Decatur, GA			Baldwin Paving, Inc. Marietta, GA			Cost Estimate		
Code	Description	UOM	Price	QTY	Total Cost	Price	QTY	Total Cost	Price	QTY	Total Cost	Price	QTY	Total Cost	Price	QTY	Total Cost	Price	QTY	Total Cost	Price	QTY	Total Cost
150-1000	TRAFFIC CONTROL	LS	\$ 2,800.00	1	\$ 2,800.00	\$ 100,000.00	1	\$ 100,000.00	\$ 111,000.00	1	\$ 111,000.00	\$ 548,300.05	1	\$ 548,300.05	\$ 900,000.00	1	\$ 900,000.00	\$ 1,050,716.00	1	\$ 1,050,716.00	\$ 50,000.00	1	\$ 50,000.00
210-0100	GRADING COMPLETE	LS	\$ 38,550.00	1	\$ 38,550.00	\$ 250,000.00	1	\$ 250,000.00	\$ 922,000.00	1	\$ 922,000.00	\$ 1,573,928.40	1	\$ 1,573,928.40	\$ 1,625,000.00	1	\$ 1,625,000.00	\$ 1,438,305.00	1	\$ 1,438,305.00	\$ 350,000.00	1	\$ 350,000.00
310-5100	GRAGGR BASE CRS, 10 INCH, INCL MATL	SY	\$ 30.00	4940	\$ 148,200.00	\$ 50.00	4940	\$ 247,000.00	\$ 15.30	4940	\$ 75,582.00	\$ 24.15	4940	\$ 119,301.00	\$ 23.00	4940	\$ 113,620.00	\$ 207.95	4940	\$ 1,027,273.00	\$ 23.00	4940	\$ 113,620.00
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	SY	\$ 30.00	790	\$ 23,700.00	\$ 50.00	790	\$ 39,500.00	\$ 9.00	790	\$ 7,110.00	\$ 15.50	790	\$ 12,245.00	\$ 14.00	790	\$ 11,060.00	\$ 102.75	790	\$ 81,172.50	\$ 26.00	790	\$ 20,540.00
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TP 2, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	\$ 175.00	60	\$ 10,500.00	\$ 210.00	60	\$ 12,600.00	\$ 484.00	60	\$ 29,040.00	\$ 265.00	60	\$ 15,900.00	\$ 510.00	60	\$ 30,600.00	\$ 830.25	60	\$ 49,815.00	\$ 149.00	60	\$ 8,940.00
1402-3121	RECYCLEDASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM & H LIME	TN	\$ 235.00	25	\$ 5,875.00	\$ 200.00	25	\$ 5,000.00	\$ 859.00	25	\$ 21,475.00	\$ 355.00	25	\$ 8,875.00	\$ 905.00	25	\$ 22,625.00	\$ 1,497.50	25	\$ 37,437.50	\$ 120.00	25	\$ 3,000.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM & H	TN	\$ 175.00	60	\$ 10,500.00	\$ 200.00	60	\$ 12,000.00	\$ 478.00	60	\$ 28,680.00	\$ 257.00	60	\$ 15,420.00	\$ 504.00	60	\$ 30,240.00	\$ 818.75	60	\$ 49,125.00	\$ 162.00	60	\$ 9,720.00
413-0750	TACK COAT	GAL	\$ 650.00	40	\$ 26,000.00	\$ 10.00	40	\$ 400.00	\$ 9.00	40	\$ 360.00	\$ 20.00	40	\$ 800.00	\$ 20.00	40	\$ 800.00	\$ 3.00	40	\$ 120.00	\$ 7.00	40	\$ 280.00
441-0016	DRIVEWAY CONCRETE 6 IN TK	SY	\$ 247.00	645	\$ 159,315.00	\$ 55.00	645	\$ 35,475.00	\$ 79.00	645	\$ 50,955.00	\$ 69.30	645	\$ 44,698.50	\$ 98.00	645	\$ 63,210.00	\$ 99.00	645	\$ 63,855.00	\$ 90.00	645	\$ 58,050.00
441-0050	CONC SLOPE DRAIN	SY		22	\$ -	\$ 300.00	22	\$ 6,600.00	\$ 115.50	22	\$ 2,541.00	\$ 60.00	22	\$ 1,320.00	\$ 110.00	22	\$ 2,420.00	\$ 603.25	22	\$ 13,271.50	\$ 190.00	22	\$ 4,180.00
441-0104	CONC. SIDEWALK, 4 IN.	SY	\$ 247.00	10860	\$ 2,682,420.00	\$ 45.00	10860	\$ 488,700.00	\$ 42.45	10860	\$ 461,007.00	\$ 45.25	10860	\$ 491,415.00	\$ 76.00	10860	\$ 825,360.00	\$ 51.50	10860	\$ 559,290.00	\$ 49.00	10860	\$ 532,140.00
1441-4020	CONC. VALLEY GUTTER, 6IN.	SY	\$ 650.00	800	\$ 520,000.00	\$ 50.00	800	\$ 40,000.00	\$ 72.00	800	\$ 57,600.00	\$ 72.25	800	\$ 57,800.00	\$ 105.00	800	\$ 84,000.00	\$ 73.25	800	\$ 58,600.00	\$ 93.00	800	\$ 74,400.00
441-4030	CONC. VALLEY GUTTER, 8 IN.	SY	\$ 650.00	295	\$ 191,750.00	\$ 55.00	295	\$ 16,225.00	\$ 98.50	295	\$ 29,057.50	\$ 71.83	295	\$ 21,189.85	\$ 118.00	295	\$ 34,810.00	\$ 82.00	295	\$ 24,190.00	\$ 94.00	295	\$ 27,730.00
1441-6022	CONC. CURB & GUTTER, 6 IN. X 30 IN., TP 2	LF	\$ 650.00	14,470	\$ 9,405,500.00	\$ 25.00	#####	\$ 361,750.00	\$ 25.00	14,470	\$ 361,750.00	\$ 24.00	#####	\$ 347,280.00	\$ 32.00	14,470	\$ 463,040.00	\$ 32.50	14,470	\$ 470,275.00	\$ 27.00	14,470	\$ 390,690.00
441-9999	CONCRETE SIDEWALK, 4 IN, STAMPED CONC TILE, RED BRICK PTRN	SY	\$ 650.00	3500	\$ 2,275,000.00	\$ 80.00	3500	\$ 280,000.00	\$ 65.00	3500	\$ 227,500.00	\$ 70.60	3500	\$ 247,100.00	\$ 105.00	3500	\$ 367,500.00	\$ 54.15	3500	\$ 189,525.00	\$ 80.00	3500	\$ 280,000.00
1444-1000	SAWED JOINTS IN EXIS1 PAVEMENTS - PCC	LF	\$ 105.00	550	\$ 57,750.00	\$ 2.00	550	\$ 1,100.00	\$ 14.00	550	\$ 7,700.00	\$ 5.00	550	\$ 2,750.00	\$ 20.00	550	\$ 11,000.00	\$ 2.50	550	\$ 1,375.00	\$ 8.00	550	\$ 4,400.00
500-3101	CLASS A CONCRETE	CY	\$ 247.00	10	\$ 2,470.00	\$ 350.00	10	\$ 3,500.00	\$ 1,053.00	10	\$ 10,530.00	\$ 450.00	10	\$ 4,500.00	\$ 1,600.00	10	\$ 16,000.00	\$ 1,717.35	10	\$ 17,173.50	\$ 1,800.00	10	\$ 18,000.00
500-3110	CLASS A CONCRETE, TYPE PL. RETAINING WALL	LF	\$ 325.00	220	\$ 71,500.00	\$ 150.00	220	\$ 33,000.00	\$ 588.00	220	\$ 129,360.00	\$ 680.00	220	\$ 149,600.00	\$ 874.00	220	\$ 192,280.00	\$ 633.00	220	\$ 139,260.00	\$ 885.00	220	\$ 194,700.00
500-3115	CLASS A CONCRETE, TYPE P2, RETAINING WALL	LF	\$ 325.00	185	\$ 60,125.00	\$ 150.00	185	\$ 27,750.00	\$ 798.00	185	\$ 147,630.00	\$ 850.00	185	\$ 157,250.00	\$ 1,253.00	185	\$ 231,805.00	\$ 848.00	185	\$ 156,880.00	\$ 1,000.00	185	\$ 185,000.00
500-3800	CLASS A CONCRETE, INCL REINF STEEL	CY	\$ 265.00	24	\$ 6,360.00	\$ 600.00	24	\$ 14,400.00	\$ 948.00	24	\$ 22,752.00	\$ 2,000.00	24	\$ 48,000.00	\$ 2,780.00	24	\$ 66,720.00	\$ 1,310.00	24	\$ 31,440.00	\$ 2,400.00	24	\$ 57,600.00
515-2015	GALV STEEL PIPE HANDRAIL - 1.9" O.DO	LF	\$ 175.00	60	\$ 10,500.00	\$ 100.00	60	\$ 6,000.00	\$ 117.00	60	\$ 7,020.00	\$ 55.00	60	\$ 3,300.00	\$ 123.50	60	\$ 7,410.00	\$ 103.00	60	\$ 6,180.00	\$ 45.00	60	\$ 2,700.00
550-2180	SIDE DRAIN PIPE, 18 IN, H 1-10	LF	\$ 225.00	330	\$ 74,250.00	\$ 70.00	330	\$ 23,100.00	\$ 78.00	330	\$ 25,740.00	\$ 78.00	330	\$ 25,740.00	\$ 86.50	330	\$ 28,545.00	\$ 131.20	330	\$ 43,296.00	\$ 87.00	330	\$ 28,710.00
550-4118	FLARED END SECTION 18 IN, SIDE DRAIN	EA	\$ 5,180.00	11	\$ 56,980.00	\$ 2,100.00	11	\$ 23,100.00	\$ 2,070.00	11	\$ 22,770.00	\$ 2,400.00	11	\$ 26,400.00	\$ 1,470.00	11	\$ 16,170.00	\$ 1,803.60	11	\$ 19,839.60	\$ 1,190.00	11	\$ 13,090.00
550-4218	FLARED END SECTION 18 IN, STORM DRAIN	EA	\$ 5,180.00	2	\$ 10,360.00	\$ 2,100.00	2	\$ 4,200.00	\$ 2,070.00	2	\$ 4,140.00	\$ 2,240.00	2	\$ 4,480.00	\$ 1,308.00	2	\$ 2,616.00	\$ 2,230.00	2	\$ 4,460.00	\$ 1,370.00	2	\$ 2,740.00
550-5180	STORM DRAIN PIPE, 18 IN, CLASS III	LF	\$ 55.00	3850	\$ 211,750.00	\$ 90.00	3850	\$ 346,500.00	\$ 84.41	3850	\$ 324,978.50	\$ 83.50	3850	\$ 321,475.00	\$ 86.50	3850	\$ 333,025.00	\$ 91.00	3850	\$ 350,350.00	\$ 112.00	3850	\$ 431,200.00
550-5240	STORM DRAIN PIPE, 24 IN, CLASS III	LF	\$ 55.00	1050	\$ 57,750.00	\$ 105.00	1050	\$ 110,250.00	\$ 108.00	1050	\$ 113,400.00	\$ 98.65	1050	\$ 103,582.50	\$ 149.50	1050	\$ 156,975.00	\$ 112.00	1050	\$ 117,600.00	\$ 155.00	1050	\$ 162,750.00
550-5360	STORM DRAIN PIPE, 36 IN, CLASS III	LF	\$ 155.00	110	\$ 17,050.00	\$ 240.00	110	\$ 26,400.00	\$ 185.00	110	\$ 20,350.00	\$ 151.50	110	\$ 16,665.00	\$ 372.50	110	\$ 40,975.00	\$ 208.50	110	\$ 22,935.00	\$ 206.00	110	\$ 22,660.00
550-5300	STORM DRAIN PIPE, 30 IN, CLASS III	LF	\$ 255.00	70	\$ 17,850.00	\$ 240.00	70	\$ 16,800.00	\$ 144.00	70	\$ 10,080.00	\$ 119.90	70	\$ 8,393.00	\$ 266.00	70	\$ 18,620.00	\$ 161.70	70	\$ 11,319.00	\$ 166.00	70	\$ 11,620.00
550-5420	STORM DRAIN PIPE, 42 IN, CLASS III	LF	\$ 1,255.00	18	\$ 22,590.00	\$ 300.00	18	\$ 5,400.00	\$ 270.50	18	\$ 4,869.00	\$ 237.60	18	\$ 4,276.80	\$ 492.00	18	\$ 8,856.00	\$ 510.00	18	\$ 9,180.00	\$ 274.00	18	\$ 4,932.00
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	\$ 325.00	100	\$ 32,500.00	\$ 20.00	100	\$ 2,000.00	\$ 77.00	100	\$ 7,700.00	\$ 73.50	100	\$ 7,350.00	\$ 200.00	100	\$ 20,000.00	\$ 130.00	100	\$ 13,000.00	\$ 102.00	100	\$ 10,200.00
603-7000	PLASTIC FILTER FABRIC	SY	\$ 35.00	100	\$ 3,500.00	\$ 10.00	100	\$ 1,000.00	\$ 9.50	100	\$ 950.00	\$ 4.50	100	\$ 450.00	\$ 15.00	100	\$ 1,500.00	\$ 35.25	100	\$ 3,525.00	\$ 10.00	100	\$ 1,000.00
610-0301	REM GATE-	EA	\$ 1,250.00	5	\$ 6,250.00	\$ 500.00	5	\$ 2,500.00	\$ 511.00	5	\$ 2,555.00	\$ 400.00	5	\$ 2,000.00	\$ 750.00	5	\$ 3,750.00	\$ 1,500.00	5	\$ 7,500.00	\$ 587.00	5	\$ 2,935.00
611-4996	RESET GATE -	EA	\$ 1,250.00	5	\$ 6,250.00	\$ 500.00	5	\$ 2,500.00	\$ 511.00	5	\$ 2,555.00	\$ 600.00	5	\$ 3,000.00	\$ 2,000.00	5	\$ 10,000.00	\$ 2,500.00	5	\$ 12,500.00	\$ 1,000.00	5	\$ 5,000.00
641-1200	GUARDRAIL, TP W	LF	\$ 16.75	2210	\$ 37,017.50	\$ 110.00	2210	\$ 243,100.00	\$ 32.00	2210	\$ 70,720.00	\$ 28.00	2210	\$ 61,880.00	\$ 35.00	2210	\$ 77,350.00	\$ 28.00	2210	\$ 61,880.00	\$ 37.00	2210	\$ 81,770.00

ITB # 22-104 Sidewalk Improvements on Danforth Road
December 19, 2022 at 3:00 P.M.
Official Bid Tabulation Summary

CITY OF SOUTH FULTON
PURCHASING DEPARTMENT

			C&S CST Consult, Inc Jonesboro, GA			DAF Concrete, Inc Jonesboro, GA			Sol Construction, LLC Decatur, GA			CMC, Inc Suwanee, GA			SD&C, Inc. Decatur, GA			Baldwin Paving, Inc. Marietta, GA			Cost Estimate		
Code	Description	UOM	Price	QTY	Total Cost	Price	QTY	Total Cost	Price	QTY	Total Cost	Price	QTY	Total Cost	Price	QTY	Total Cost	Price	QTY	Total Cost	Price	QTY	Total Cost
641-5001	GUARDRAIL ANCHORAGE, TP 1	EA	\$ 1,250.00	9	\$ 11,250.00	\$ 1,400.00	9	\$ 12,600.00	\$ 2,392.00	9	\$ 21,528.00	\$ 2,104.00	9	\$ 18,936.00	\$ 2,600.00	9	\$ 23,400.00	\$ 2,104.00	9	\$ 18,936.00	\$ 2,154.00	9	\$ 19,386.00
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN. TANGENT, ENERGY- ABSORBING	EA	\$ 1,250.00	7	\$ 8,750.00	\$ 1,400.00	7	\$ 9,800.00	\$ 3,979.00	7	\$ 27,853.00	\$ 3,500.00	7	\$ 24,500.00	\$ 4,200.00	7	\$ 29,400.00	\$ 3,500.00	7	\$ 24,500.00	\$ 4,132.00	7	\$ 28,924.00
668-1100	CATCH BASIN, GP 1	EA	\$ 1,550.00	43	\$ 66,650.00	\$ 1,500.00	43	\$ 64,500.00	\$ 4,105.00	43	\$ 176,515.00	\$ 4,875.00	43	\$ 209,625.00	\$ 6,500.00	43	\$ 279,500.00	\$ 10,710.00	43	\$ 460,530.00	\$ 5,717.00	43	\$ 245,831.00
668-1200	CATCH BASIN, GP 2	EA	\$ 1,550.00	3	\$ 4,650.00	\$ 2,000.00	3	\$ 6,000.00	\$ 7,250.00	3	\$ 21,750.00	\$ 5,000.00	3	\$ 15,000.00	\$ 13,599.00	3	\$ 40,797.00	\$ 10,710.00	3	\$ 32,130.00	\$ 10,500.00	3	\$ 31,500.00
668-1110	CATCH BASIN, GP 1, ADDL DEPTH	LF	\$ 1,550.00	41	\$ 63,550.00	\$ 200.00	41	\$ 8,200.00	\$ 330.50	41	\$ 13,550.50	\$ 250.00	41	\$ 10,250.00	\$ 850.00	41	\$ 34,850.00	\$ 455.00	41	\$ 18,655.00	\$ 367.00	41	\$ 15,047.00
668-1210	CATCH BASIN GP 2, ADDLDEPTH	LF	\$ 2,550.00	8	\$ 20,400.00	\$ 200.00	8	\$ 1,600.00	\$ 355.00	8	\$ 2,840.00	\$ 250.00	8	\$ 2,000.00	\$ 2,000.00	8	\$ 16,000.00	\$ 390.00	8	\$ 3,120.00	\$ 879.00	8	\$ 7,032.00
668-2100	DROP INLET, GP 1	EA	\$ 1,550.00	6	\$ 9,300.00	\$ 2,000.00	6	\$ 12,000.00	\$ 7,645.00	6	\$ 45,870.00	\$ 4,250.00	6	\$ 25,500.00	\$ 5,000.00	6	\$ 30,000.00	\$ 8,800.00	6	\$ 52,800.00	\$ 4,867.00	6	\$ 29,202.00
668-3300	SAN SEWER MANHOLE, TP 1	EA	\$ 1,550.00	6.0	\$ 9,300.00	\$ 2,100.00	6.0	\$ 12,600.00	\$ 12,727.00	6.0	\$ 76,362.00	\$ 4,200.00	6.0	\$ 25,200.00	\$ 6,500.00	6.0	\$ 39,000.00	\$ 12,500.00	6.0	\$ 75,000.00	\$ 8,296.00	6.0	\$ 49,776.00
668-3311	SAN SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	LF	\$ 1,550.00	15	\$ 23,250.00	\$ 200.00	15	\$ 3,000.00	\$ 370.00	15	\$ 5,550.00	\$ 250.00	15	\$ 3,750.00	\$ 850.00	15	\$ 12,750.00	\$ 415.00	15	\$ 6,225.00	\$ 593.00	15	\$ 8,895.00
668-3312	SAN SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2	LF	\$ 2,550.00	8	\$ 20,400.00	\$ 200.00	8	\$ 1,600.00	\$ 347.00	8	\$ 2,776.00	\$ 250.00	8	\$ 2,000.00	\$ 1,800.00	8	\$ 14,400.00	\$ 390.00	8	\$ 3,120.00	\$ 469.00	8	\$ 3,752.00
610-9001	REM SIGN	EA	\$ 985.00	3	\$ 2,955.00	\$ 100.00	3	\$ 300.00	\$ 136.00	3	\$ 408.00	\$ 120.00	3	\$ 360.00	\$ 144.00	3	\$ 432.00	\$ 132.55	3	\$ 397.65	\$ 125.00	3	\$ 375.00
611-5551	RESET SIGN	EA	\$ 1,200.00	11	\$ 13,200.00	\$ 100.00	11	\$ 1,100.00	\$ 262.00	11	\$ 2,882.00	\$ 230.00	11	\$ 2,530.00	\$ 276.00	11	\$ 3,036.00	\$ 254.05	11	\$ 2,794.55	\$ 275.00	11	\$ 3,025.00
634-1200	RIGHTOFWAY MARKERS	EA	\$ 350.00	63	\$ 22,050.00	\$ 300.00	63	\$ 18,900.00	\$ 228.00	63	\$ 14,364.00	\$ 155.00	63	\$ 9,765.00	\$ 250.00	63	\$ 15,750.00	\$ 295.00	63	\$ 18,585.00	\$ 225.00	63	\$ 14,175.00
636-1033	HIGHWAY SIGNS, TP 1 MATL. REFL SHEETING, TP9	SF	\$ 350.00	110	\$ 38,500.00	\$ 50.00	110	\$ 5,500.00	\$ 26.50	110	\$ 2,915.00	\$ 23.20	110	\$ 2,552.00	\$ 28.00	110	\$ 3,080.00	\$ 25.75	110	\$ 2,832.50	\$ 26.00	110	\$ 2,860.00
636-1036	HIGHWAY SIGNS, TP 1 MATL. REFL SHEETING, TP11	SF	\$ 350.00	60	\$ 21,000.00	\$ 50.00	60	\$ 3,000.00	\$ 25.00	60	\$ 1,500.00	\$ 21.44	60	\$ 1,286.40	\$ 26.00	60	\$ 1,560.00	\$ 23.75	60	\$ 1,425.00	\$ 27.00	60	\$ 1,620.00
636-2070	GALV STEEL POSTS, TP 7	LF	\$ 85.00	185	\$ 15,725.00	\$ 20.00	185	\$ 3,700.00	\$ 10.50	185	\$ 1,942.50	\$ 11.00	185	\$ 2,035.00	\$ 11.00	185	\$ 2,035.00	\$ 10.05	185	\$ 1,859.25	\$ 10.00	185	\$ 1,850.00
636-2090	GALV STEEL POSTS, TP 9	LF	\$ 85.00	110	\$ 9,350.00	\$ 20.00	110	\$ 2,200.00	\$ 11.00	110	\$ 1,210.00	\$ 12.00	110	\$ 1,320.00	\$ 11.52	110	\$ 1,267.20	\$ 10.60	110	\$ 1,166.00	\$ 11.00	110	\$ 1,210.00
653-0120	THERMOPLASTIC P/MT MARKING,ARROW, TP 2	EA	\$ 1,950.00	2	\$ 3,900.00	\$ 200.00	2	\$ 400.00	\$ 161.00	2	\$ 322.00	\$ 150.00	2	\$ 300.00	\$ 170.00	2	\$ 340.00	\$ 156.75	2	\$ 313.50	\$ 119.00	2	\$ 238.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	\$ 2.25	14385	\$ 32,366.25	\$ 3.00	14385	\$ 43,155.00	\$ 1.00	14385	\$ 14,385.00	\$ 0.90	14385	\$ 12,946.50	\$ 1.10	14385	\$ 15,823.50	\$ 0.95	14385	\$ 13,665.75	\$ 1.00	14385	\$ 14,385.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	\$ 80.00	120	\$ 9,600.00	\$ 8.00	120	\$ 960.00	\$ 8.00	120	\$ 960.00	\$ 10.00	120	\$ 1,200.00	\$ 8.60	120	\$ 1,032.00	\$ 7.85	120	\$ 942.00	\$ 7.00	120	\$ 840.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	\$ 80.00	1210	\$ 96,800.00	\$ 7.00	1210	\$ 8,470.00	\$ 3.50	1210	\$ 4,235.00	\$ 2.65	1210	\$ 3,206.50	\$ 3.65	1210	\$ 4,416.50	\$ 3.35	1210	\$ 4,053.50	\$ 3.00	1210	\$ 3,630.00
163-0232	TEMPORARY GRASSING	AC	\$ 17,800.00	1.70	\$ 30,260.00	\$ 1,000.00	1.70	\$ 1,700.00	\$ 841.18	1.70	\$ 1,430.01	\$ 675.00	1.70	\$ 1,147.50	\$ 1,772.00	1.70	\$ 3,012.40	\$ 1,000.00	1.70	\$ 1,700.00	\$ 687.00	1.70	\$ 1,167.90
163-0240	MULCH	TN	\$ 35.00	90	\$ 3,150.00	\$ 100.00	90	\$ 9,000.00	\$ 562.00	90	\$ 50,580.00	\$ 420.00	90	\$ 37,800.00	\$ 650.00	90	\$ 58,500.00	\$ 500.00	90	\$ 45,000.00	\$ 383.00	90	\$ 34,470.00
163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	EA	\$ 8,600.00	2	\$ 17,200.00	\$ 1,000.00	2	\$ 2,000.00	\$ 2,500.00	2	\$ 5,000.00	\$ 1,850.00	2	\$ 3,700.00	\$ 2,500.00	2	\$ 5,000.00	\$ 4,135.00	2	\$ 8,270.00	\$ 2,062.00	2	\$ 4,124.00
163-0502	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP2	EA	\$ 1,825.00	25	\$ 45,625.00	\$ 500.00	25	\$ 12,500.00	\$ 171.00	25	\$ 4,275.00	\$ 650.00	25	\$ 16,250.00	\$ 902.00	25	\$ 22,550.00	\$ 840.62	25	\$ 21,015.50	\$ 682.00	25	\$ 17,050.00
163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	EA	\$ 1,825.00	10	\$ 18,250.00	\$ 100.00	10	\$ 1,000.00	\$ 227.50	10	\$ 2,275.00	\$ 780.00	10	\$ 7,800.00	\$ 782.00	10	\$ 7,820.00	\$ 713.28	10	\$ 7,132.80	\$ 682.00	10	\$ 6,820.00
163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SANDBAGS	EA	\$ 1,825.00	45	\$ 82,125.00	\$ 300.00	45	\$ 13,500.00	\$ 227.50	45	\$ 10,237.50	\$ 650.00	45	\$ 29,250.00	\$ 515.00	45	\$ 23,175.00	\$ 483.28	45	\$ 21,747.60	\$ 561.00	45	\$ 25,245.00
163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE	LF	\$ 125.00	450	\$ 56,250.00	\$ 250.00	450	\$ 112,500.00	\$ 12.50	450	\$ 5,625.00	\$ 11.50	450	\$ 5,175.00	\$ 15.00	450	\$ 6,750.00	\$ 19.81	450	\$ 8,914.50	\$ 13.00	450	\$ 5,850.00
163-0541	CONSTRUCT & REMOVE ROCK FILTER DAMS	EA	\$ 125.00	10	\$ 1,250.00	\$ 200.00	10	\$ 2,000.00	\$ 284.00	10	\$ 2,840.00	\$ 650.00	10	\$ 6,500.00	\$ 378.00	10	\$ 3,780.00	\$ 765.54	10	\$ 7,655.40	\$ 1,600.00	10	\$ 16,000.00
163-0550	CONSTRUCT & REMOVE INLET SEDIMENT TRAP	EA	\$ 125.00	60	\$ 7,500.00	\$ 200.00	60	\$ 12,000.00	\$ 318.00	60	\$ 19,080.00	\$ 280.00	60	\$ 16,800.00	\$ 309.00	60	\$ 18,540.00	\$ 266.91	60	\$ 16,014.60	\$ 190.00	60	\$ 11,400.00
165-0030	MAINTENANCE OF SILT FENCE, TPC	LF	\$ 18.90	5000	\$ 94,500.00	\$ 0.50	5000	\$ 2,500.00	\$ 0.57	5000	\$ 2,850.00	\$ 1.50	5000	\$ 7,500.00	\$ 2.50	5000	\$ 12,500.00	\$ 2.72	5000	\$ 13,600.00	\$ 2.00	5000	\$ 10,000.00
165-0041	MAINTENANCE OF CHECK DAMS, ALL TYPES	LF	\$ 18.90	920	\$ 17,388.00	\$ 100.00	920	\$ 92,000.00	\$ 2.00	920	\$ 1,840.00	\$ 3.50	920	\$ 3,220.00	\$ 30.00	920	\$ 27,600.00	\$ 10.00	920	\$ 9,200.00	\$ 5.00	920	\$ 4,600.00
165-0086	MAINTENANCE OF SILT CONTROL GATE, TP 2	EA	\$ 1,825.00	25	\$ 45,625.00	\$ 100.00	25	\$ 2,500.00	\$ 114.00	25	\$ 2,850.00	\$ 150.00	25	\$ 3,750.00	\$ 255.00	25	\$ 6,375.00	\$ 151.00	25	\$ 3,775.00	\$ 125.00	25	\$ 3,125.00
165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	EA	\$ 1,825.00	10	\$ 18,250.00	\$ 100.00	10	\$ 1,000.00	\$ 114.00	10	\$ 1,140.00	\$ 150.00	10	\$ 1,500.00	\$ 255.00	10	\$ 2,550.00	\$ 228.98	10	\$ 2,289.80	\$ 125.00	10	\$ 1,250.00

ITB # 22-104 Sidewalk Improvements on Danforth Road
December 19, 2022 at 3:00 P.M.
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CITY OF SOUTH FULTON

PURCHASING DEPARTMENT

			C&S CST Consult, Inc Jonesboro, GA			DAF Concrete, Inc Jonesboro, GA			Sol Construction, LLC Decatur, GA			CMC, Inc Suwanee, GA			SD&C, Inc. Decatur, GA			Baldwin Paving, Inc. Marietta, GA			Cost Estimate		
Code	Description	UOM	Price	QTY	Total Cost	Price	QTY	Total Cost	Price	QTY	Total Cost	Price	QTY	Total Cost	Price	QTY	Total Cost	Price	QTY	Total Cost	Price	QTY	Total Cost
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	\$ 8,600.00	2	\$ 17,200.00	\$ 500.00	2	\$ 1,000.00	\$ 342.00	2	\$ 684.00	\$ 650.00	2	\$ 1,300.00	\$ 950.00	2	\$ 1,900.00	\$ 2,035.00	2	\$ 4,070.00	\$ 600.00	2	\$ 1,200.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	\$ 860.00	60	\$ 51,600.00	\$ 50.00	60	\$ 3,000.00	\$ 57.00	60	\$ 3,420.00	\$ 125.00	60	\$ 7,500.00	\$ 129.00	60	\$ 7,740.00	\$ 75.45	60	\$ 4,527.00	\$ 117.00	60	\$ 7,020.00
165-0110	MAINTENANCE OF ROCK FILTER DAM	EA	\$ 860.00	10	\$ 8,600.00	\$ 50.00	10	\$ 500.00	\$ 57.00	10	\$ 570.00	\$ 150.00	10	\$ 1,500.00	\$ 225.00	10	\$ 2,250.00	\$ 228.98	10	\$ 2,289.80	\$ 480.00	10	\$ 4,800.00
165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA	EA	\$ 3,650.00	1	\$ 3,650.00	\$ 1,000.00	1	\$ 1,000.00	\$ 568.00	1	\$ 568.00	\$ 850.00	1	\$ 850.00	\$ 1,200.00	1	\$ 1,200.00	\$ 3,414.05	1	\$ 3,414.05	\$ 856.00	1	\$ 856.00
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	\$ 1,150.00	6	\$ 6,900.00	\$ 750.00	6	\$ 4,500.00	\$ 910.00	6	\$ 5,460.00	\$ 200.00	6	\$ 1,200.00	\$ 200.00	6	\$ 1,200.00	\$ 100.00	6	\$ 600.00	\$ 255.00	6	\$ 1,530.00
167-1500	WATER QUALITY INSPECTIONS	MO	\$ 1,150.00	12	\$ 13,800.00	\$ 550.00	12	\$ 6,600.00	\$ 910.00	12	\$ 10,920.00	\$ 300.00	12	\$ 3,600.00	\$ 720.00	12	\$ 8,640.00	\$ 450.00	12	\$ 5,400.00	\$ 349.00	12	\$ 4,188.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	\$ 8.90	10000	\$ 89,000.00	\$ 3.50	10000	\$ 35,000.00	\$ 5.37	10000	\$ 53,700.00	\$ 5.00	10000	\$ 50,000.00	\$ 4.60	10000	\$ 46,000.00	\$ 4.25	10000	\$ 42,500.00	\$ 4.00	10000	\$ 40,000.00
643-8200	BARRIER FENCE (ORANGE) 4 FT	LF	\$ 210.00	2530	\$ 531,300.00	\$ 1.50	2530	\$ 3,795.00	\$ 4.30	2530	\$ 10,879.00	\$ 5.00	2530	\$ 12,650.00	\$ 1.30	2530	\$ 3,289.00	\$ 1.35	2530	\$ 3,415.50	\$ 3.44	2530	\$ 8,703.20
700-7000	AGRICULTURAL LIME	TN	\$ 2,775.00	1	\$ 2,775.00	\$ 500.00	1	\$ 500.00	\$ 654.00	1	\$ 654.00	\$ 550.00	1	\$ 550.00	\$ 681.00	1	\$ 681.00	\$ 500.00	1	\$ 500.00	\$ 464.00	1	\$ 464.00
700-8000	FERTILIZER MIXED GRADE	TN	\$ 2,775.00	1	\$ 2,775.00	\$ 500.00	1	\$ 500.00	\$ 1,242.00	1	\$ 1,242.00	\$ 1,000.00	1	\$ 1,000.00	\$ 1,276.00	1	\$ 1,276.00	\$ 1,000.00	1	\$ 1,000.00	\$ 869.00	1	\$ 869.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	\$ 122.75	260	\$ 31,915.00	\$ 30.00	260	\$ 7,800.00	\$ 2.00	260	\$ 520.00	\$ 2.00	260	\$ 520.00	\$ 3.00	260	\$ 780.00	\$ 20.00	260	\$ 5,200.00	\$ 2.00	260	\$ 520.00
700-9300	SOD	SY	\$ 3.25	16640	\$ 54,080.00	\$ 8.00	16640	\$ 133,120.00	\$ 8.00	16640	\$ 133,120.00	\$ 9.50	16640	\$ 158,080.00	\$ 12.00	16640	\$ 199,680.00	\$ 10.25	16640	\$ 170,560.00	\$ 12.00	16640	\$ 199,680.00
716-2000	EROSION CONTROL MATS, SLOPES	SY	\$ 3.25	10000	\$ 32,500.00	\$ 5.00	10000	\$ 50,000.00	\$ 1.50	10000	\$ 15,000.00	\$ 1.50	10000	\$ 15,000.00	\$ 1.71	10000	\$ 17,100.00	\$ 1.25	10000	\$ 12,500.00	\$ 2.30	10000	\$ 23,000.00
	Field Work Subtotal				\$ 18,049,326.75			\$ 3,518,950.00			\$ 4,107,934.51			\$ 5,225,070.00			\$ 6,876,639.60			\$ 7,308,005.85			\$ 4,081,782.10
	Water Line Facility Relocations and Adjustments																						
611-8010	ADJUST HYDRANT TO GRADE	EA	\$ 1,250.00	2	\$ 2,500.00	\$ 4,500.00	2	\$ 9,000.00	\$ 1,287.00	2	\$ 2,574.00	\$ 5,000.00	2	\$ 10,000.00	\$ 1,800.00	2	\$ 3,600.00	\$ 3,614.65	2	\$ 7,229.30	\$ 2,030.00	2	\$ 4,060.00
611-8120	ADJUST WATER METER BOX TO GRADE	EA	\$ 1,250.00	8	\$ 10,000.00	\$ 500.00	8	\$ 4,000.00	\$ 792.00	8	\$ 6,336.00	\$ 750.00	8	\$ 6,000.00	\$ 450.00	8	\$ 3,600.00	\$ 1,554.25	8	\$ 12,434.00	\$ 761.58	8	\$ 6,092.64
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	\$ 1,250.00	22	\$ 27,500.00	\$ 500.00	22	\$ 11,000.00	\$ 447.00	22	\$ 9,834.00	\$ 300.00	22	\$ 6,600.00	\$ 450.00	22	\$ 9,900.00	\$ 3,938.15	22	\$ 86,639.30	\$ 1,342.07	22	\$ 29,525.54
670-1120	WATER MAIN, 12 IN, RESTRAINED JOINT	LF	\$ 55.00	310	\$ 17,050.00	\$ 90.00	310	\$ 27,900.00	\$ 128.00	310	\$ 39,680.00	\$ 250.00	310	\$ 77,500.00	\$ 312.50	310	\$ 96,875.00	\$ 485.25	310	\$ 150,427.50	\$ 113.84	310	\$ 35,290.40
670-4000	FIRE HYDRANT	EA	\$ 17,225.00	1	\$ 17,225.00	\$ 5,500.00	1	\$ 5,500.00	\$ 10,700.00	1	\$ 10,700.00	\$ 7,800.00	1	\$ 7,800.00	\$ 10,200.00	1	\$ 10,200.00	\$ 16,877.75	1	\$ 16,877.75	\$ 5,192.78	1	\$ 5,192.78
670-5620	WATER SERVICE LINE, 3/4 IN.	LF	\$ 155.00	10	\$ 1,550.00	\$ 600.00	10	\$ 6,000.00	\$ 420.00	10	\$ 4,200.00	\$ 100.00	10	\$ 1,000.00	\$ 125.00	10	\$ 1,250.00	\$ 105.50	10	\$ 1,055.00	\$ 32.06	10	\$ 320.60
670-9730	RELOCATE EXISTING WATER METER, INCL BOX	EA	\$ 5,500.00	1	\$ 5,500.00	\$ 1,000.00	1	\$ 1,000.00	\$ 535.00	1	\$ 535.00	\$ 3,000.00	1	\$ 3,000.00	\$ 2,160.00	1	\$ 2,160.00	\$ 5,000.00	1	\$ 5,000.00	\$ 1,050.98	1	\$ 1,050.98
	Water Facilities subtotal				\$ 81,325.00			\$ 64,400.00			\$ 73,859.00			\$ 111,900.00			\$ 127,585.00			\$ 279,662.85			\$ 81,532.94
			Total:		\$ 18,130,651.75	Total:		\$ 3,583,350.00	Total:		\$ 4,181,793.51	Total:		\$ 5,336,970.00	Total:		\$ 7,004,224.60	Total:		\$ 7,587,668.70	Total:		\$ 4,163,315.04
			10% Contingency		\$ 1,813,065.18	10% Contingency		\$ 358,335.00	10% Contingency		\$ 418,179.35	10% Contingency		\$ 533,697.00	10% Contingency		\$ 700,422.46	10% Contingency		\$ 758,766.87	10% Contingency		\$ 416,331.50
			Grand Total:		\$ 19,943,716.93	Grand Total:		\$ 3,941,685.00	Grand Total:		\$ 4,599,972.86	Grand Total:		\$ 5,870,667.00	Grand Total:		\$ 7,704,647.06	Grand Total:		\$ 8,346,435.57	Grand Total:		\$ 4,579,646.54

(A) Adjusted

NOIA

GOVERNMENT OF THE CITY OF SOUTH FULTON

khalid kamau
MAYOR



SHARON D. SUBADAN
CITY MANAGER

MEMORANDUM

TO: 6:50 p.m. Request Approval of A Resolution To Authorize The Use Of Eminent Domain To Acquire Real Property Interests Necessary To Complete The Enon Road Over Camp Creek Tributary, B-501, Parcel 2; To Authorize The City Of South Fulton, Georgia To Condemn Said Property Interests, Where Necessary

DATE: February 27, 2024

SUBJECT: 6:50 p.m. Request Approval of A Resolution To Authorize The Use Of Eminent Domain To Acquire Real Property Interests Necessary To Complete The Enon Road Over Camp Creek Tributary, B-501, Parcel 2; To Authorize The City Of South Fulton, Georgia To Condemn Said Property Interests, Where Necessary

REFERENCE:

CONCLUSION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Enon Road over Camp Creek Tributary Parcel 2 Resolution	Cover Memo	2/23/2024

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RES2024-_____

A RESOLUTION TO AUTHORIZE THE USE OF EMINENT DOMAIN TO ACQUIRE REAL PROPERTY INTERESTS NECESSARY TO COMPLETE THE ENON ROAD OVER CAMP CREEK TRIBUTARY, PROJECT B-501, PARCEL 2; TO AUTHORIZE THE CITY OF SOUTH FULTON, GEORGIA TO CONDEMN SAID PROPERTY INTERESTS, WHERE NECESSARY; AND FOR OTHER PURPOSES.

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

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

WHEREAS, the City, pursuant to Section 1.12 (b) (6) of its Charter, has the authority to condemn property for present or future use and for any corporate purpose deemed necessary by the governing authority using the methods and means not inconsistent with the Charter, the Constitution and laws of the State of Georgia; and as provided in O.C.G.A. § 22-1-1 et seq., and O.C.G.A. § 32-3-1 et seq.; and

WHEREAS, the Mayor and Council of the City of South Fulton, Georgia have determined that it is in the public interest and benefit to complete the Enon Road over Camp Creek Tributary project, within the City of South Fulton city limits and have adopted and accepted a plan for the transportation project; and

WHEREAS, in order to perform the project for the public use and for the public benefit, it is necessary to obtain certain interests in real property from parcels adjacent to Enon Road; and

WHEREAS, an appraiser familiar with real estate values in Fulton County, Georgia, was employed to appraise the tract of land located at 1950 Enon Road, South Fulton, Georgia, bearing Parcel ID 14F-0077-LL-141-6 (the "Property") and has determined that just and adequate compensation for the property interests necessary to transportation project, which are more specifically described in Exhibit "A", and for any consequential damages or benefits considered, is Three Thousand Four Hundred Dollars and Zero Cents (\$3,400.00); and

WHEREAS, the City engaged in good faith negotiations with the owner of the Property to acquire the Property based upon a certified appraisal of the same, but the negotiations were unsuccessful; and

WHEREAS, the exercise of eminent domain over the Property is necessary for public use; and

WHEREAS, condemnation for transportation purposes pursuant to O.C.G.A. § 32-3-1 et seq., or other appropriate method, is necessary to accomplish the public use.

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

Section 1. That the City of South Fulton declares its intent to acquire the property interests described in Exhibit “A”, attached hereto, from the tract of land located at 1950 Enon Road, South Fulton, Georgia, bearing Parcel ID 14F-0077-LL-141-6.

Section 2. That the City Council finds that this resolution authorizing the use of eminent domain to acquire certain tracts and/or parcels of land necessary to facilitate the transportation project along Enon Road is necessary for a public purpose.

Section 3. That the City Council finds that the public necessity for immediately acquiring all of the property interests specifically described in Exhibit “A” for the above stated purposes is hereby declared; and further, a finding is hereby made that the circumstances are such that it is necessary to proceed with condemnation proceedings by use of the declaration of taking method of condemnation, as authorized by O.C.G.A. § 32-3-1 et seq, and use of this method is hereby authorized for the acquisition of the property interests described in Exhibit “A”.

Section 4. That the City has determined that Three Thousand Four Hundred Dollars and Zero Cents (\$3,400.00) is the just and adequate compensation to be remitted for the property interests sought and that amount is specifically authorized by this resolution.

Section 5. That the City Attorney is authorized by this Resolution to proceed with condemnation proceedings in the name of the City of South Fulton, Georgia for the quick and effective condemnation of the property interests described in Exhibit “A” for the described public purpose and use set forth herein, as provided by local and statutory law and the Constitution of Georgia.

Section 6. That the City Manager, or her designee, is hereby authorized and directed to execute all documents necessary for the acquisition and condemnation of the subject Property described or referenced herein, to make or authorize all necessary expenditures or payments and to also take all the necessary steps to accomplish the intent and purpose of this resolution, including but not limited to, title searches, appraisals, surveys, specialty reports, expert fees, closings and/or any other costs associated with the condemnation action authorized by this Resolution.

Section 7. That after approval of this Resolution the Mayor of the City of South Fulton, Georgia is authorized and directed to sign a declaration of taking related to the property interests specified in Exhibit “A”, as required by O.C.G.A. § 32-3-6, on behalf of the City of South Fulton.

[signatures and voting tabulations appear on the following page]

EXHIBIT "A"

P. I. NO.: B501
PARCEL NO.: 2
COUNTY: Fulton
DATE OF R/W PLANS: August 19, 2021
REVISION DATE: March 24, 2023

REQUIRED RIGHT OF WAY

All that tract or parcel of land lying and being in Land Lot 77 of the 14F Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 44.02 feet left of and opposite Station 12+85.00 on the construction centerline of Enon Road on Georgia Highway Project No. 8501; running thence N 46°47'52.3" E a distance of 33.96 feet to a point 67.00 feet left of and opposite station 13+10.00 on said construction centerline laid out for Enon Road; thence N 89°23'14.4" E a distance of 90.00 feet to a point 67.00 feet left of and opposite station 14+00.00 on said construction centerline laid out for Enon Road; thence S 24°49'14.1" E a distance of 24.39 feet to a point 44.76 feet left of and opposite station 14+10.00 on said construction centerline laid out for Enon Road; thence S 89°02'57.6" W a distance of 125.00 feet back to the point of beginning.

Containing 0.056 acres more or less.

EXHIBIT"A"

P. I. NO.: 8501
PARCEL NO.: 2
COUNTY: Fulton
DATE OF R/W PLANS: August 19, 2021
REVISION DATE: March 24, 2023

TEMPORARY EASEMENT FOR CONSTRUCTION OF SLOPES

All that tract or parcel of land lying and being in Land Lot 77 of the 14F Land District of Fulton County, Georgia, being more particularly described as follows:

Beginning at a point 44.02 feet left of and opposite Station 12+85.00 on the construction centerline of Enon Road on Georgia Highway Project No. 8501; running thence N 17°27'18.3" E a distance of 48.37 feet to a point 90.00 feet left of and opposite station 13+00.00 on said construction centerline laid out for Enon Road; thence N 86°47'05.2" E a distance of 110.11 feet to a point 95.00 feet left of and opposite station 14+10.00 on said construction centerline laid out for Enon Road; thence S 27°08'02.8" E a distance of 55.99 feet to a point 44.90 feet left of and opposite station 14+35.00 on said construction centerline laid out for Enon Road; thence S 89°02'57.6" W a distance of 25.00 feet to a point 44.76 feet left of and opposite station 14+10.00 on said construction centerline laid out for Enon Road; thence N 24°49'14.1" W a distance of 24.39 feet to a point 67.00 feet left of and opposite station 14+00.00 on said construction centerline laid out for Enon Road; thence S 89°23'14.4" W a distance of 90.00 feet to a point 67.00 feet left of and opposite station 13+10.00 on said construction centerline laid out for Enon Road; thence S 46°47'52.3" W a distance of 33.96 feet back to the point of beginning.

Containing 0.088 acres more or less.