



The Honorable William "Bill" Edwards, 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 Naeema Gilyard, District 4 Councilmember
The Honorable Corey A. Reeves, District 5 Councilmember
The Honorable khalid kamau, District 6 Councilmember
The Honorable Mark Baker, District 7 Councilmember

REGULAR COUNCIL MEETING AGENDA

- I. Meeting Called to Order
- II. Roll Call
- III. Invocation - Dr. Gregory L. Pollard, Sr. Pastor of The Enon Church
- IV. Pledge of Allegiance
- V. Presentations and Announcements
 1. Proclamation Recognizing Beverly Harvard (**CM Willis**)
- VI. Adoption of Council Agenda
- VII. Approval of City Council Meeting Minutes
 2. Council Approval of City Council Meeting Minutes (City Clerk)
 - City Council Work Session Meeting Minutes_Feb. 11, 2020
 - City Council Regular Meeting Minutes_Feb. 11, 2020
 - City Council Special Called Meeting Minutes_Feb. 14, 2020
- VIII. Public Hearing(s)
 3. Z19-006 for a Public Hearing Seeking an Modification and Rezone from AG1 to CUP for a Residential Subdivision (CDRA)
 4. M19-007 for a Public Hearing Seeking a Modification for a Condition Requiring a 70 ft. lot width at the Building line on 5 lots (CDRA)

IX. Public Comments

Speakers can complete a Public Comment Speaker Card between the 6:30pm and 6:50pm, when completed, please take card to the City Clerk. 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.

X. Chief Financial Officer's Monthly Report

5. Chief Financial Officer's presentation of the January 2020 Financial Report (Finance)

XI. City Manager's Monthly Report

6. City Manager's January 2020 Report

XII. Consent Agenda Items

7. Council Approval of Proclamations Presented
 - Pastor Sharon Dantzler (**Mayor Edwards**)
 - Entrepreneurship Week (**Mayor Edwards**)
 - Arbor Terrace Cascade (**CM Rowell**)
 - Deacon Robert B. Caine (**CM Rowell**)
8. Council Approval of Board Appointments

Councilmember Gilyard

Lynn King to the City Anniversary Task Force replacing Sheila Mants.
Delroy Waters to the City Renaming Committee replacing Dr. James Winston

Councilmember Gumbs

Re-appointing Tracy Lashan Rolle to the City Anniversary Task Force

Councilmember Reeves

Alicia Ivey to the South Fulton Development Authority.

Mayor William “Bill” Edwards

Mercedes Miller to the South Fulton Development Authority.

9. Council Approval of Resolution and Agreement for Cherry Street Solar Energy
10. Council Approval IGA with Fulton County for the Transfer of Assets to City of South Fulton and give the City Manager and Attorney ability to negotiate Work Creek (City Manager)
11. Council Approval of MOU with Kenny Leon's True Colors Theatre Company for a program at Southwest Arts Center (PRCA)
12. Council Approval of 2020 Production Rental Agreement with True Colors Theatre (PRCA)

13. Council Approval of 2020 Rehearsal Rental Agreement with True Colors Theatre (PRCA)
14. Council Approval of an Instructor and Service Agreement with Marisa Mathathey for Ceramics at South Fulton Arts Center (PRCA)
15. Council Approval of Instructor and Service Agreement with Kaya Camp for Dance at South Fulton Arts Center (PRCA)
16. Council Approval of Instructor and Service Agreement with Kawon Jones for Visual Arts at South Fulton Arts Center (PRCA)
17. Council Approval of Instructor and Service Agreement with Ballenthnic Dance Company for Ballet and Dance at South Fulton Arts Center (PRCA)
18. Council Approval of Instructor and Service Agreement with Theresa Mingo for Visual Arts at Southwest Arts Center (PRCA)
19. Council Approval of Instructor and Service Agreement with Kelly Goodson for Vocal Lessons at Southwest Arts Center (PRCA)
20. Council Approval of Instructor and Service Agreement with Kyoko Thomas for Clay Flower Art at Southwest Arts Center (PRCA)
21. Council Approval of Instructor and Service Agreement with Stacie Jackson for Web Design and Kids Crafts at Southwest Arts Center (PRCA)
22. Council Approval of Instructor and Service Agreement with Tiffany Mingo for Dance at Southwest Arts Center (PRCA)
23. Council Approval of Instructor and Service Agreement with Julia Mason for Youth and Adult Sewing at Southwest Arts Center (PRCA)
24. Council Approval of Instructor and Service Agreement with Brian Hebert for Visual Arts at Southwest Arts Center (PRCA)
25. Council Approval of Instructor and Service Agreement with Homer Duke for art Therapy at Southwest Arts Center (PRCA)
26. Council Approval of Instructor and Service Agreement with Aaron Goodson for Theatre Arts at Southwest Arts Center (PRCA)
27. Council Approval of Instructor and Service Agreement with Jelani Jones for Dance at Southwest Arts Center (PRCA)
28. Council Approval of Instructor and Service Agreement with Brittany Sullivan for Dance at Southwest Arts Center (PRCA)
29. Council Approval of Instructor and Service Agreement with Judy Simon for Creative and Cursive Writing at Southwest Arts Center (PRCA)
30. Council Approval of Instructor and Service Agreement with Wlanvi Zainsou for Music Instruction at Southwest Arts Center (PRCA)
31. Council Approval of Instructor and Service Agreement with Lyrric Jackson for Dance at Southwest Arts Center (PRCA)

XIII. Previous Agenda Items

32. Council Approval of Amending Development Authority Resolution (**CM Willis**)
33. Council Approval and 2nd Reading to Amend FY20 Budget Ordinance (Finance)

XIV. Executive Session

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

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

XV. Adjournment of Meeting

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Proclamation Recognizing Beverly Harvard

DATE: February 25, 2020

SUBJECT: Proclamation Recognizing Beverly Harvard

REFERENCE:

CONCLUSION:

Proclamation Recognizing Beverly Harvard (CM Willis)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation_Beverly Harvard	Cover Memo	2/19/2020



City of South Fulton

WHEREAS, Beverly Harvard began her distinguished career in 1973 as a patrol officer, and has served in a number of positions within the department including: breaking ground as the first female officer assigned to the male-dominated executive protection unit; she served in the position of Director of Public Affairs and was the department's official spokesperson; She became the highest ranking female police officer in the country when she was selected as Deputy Chief of Police. While Deputy Chief she commanded three divisions of the Department; and

WHEREAS, Beverly Harvard was selected Chief of Police in October 1994. As police chief, she was responsible for the overall operation of the largest municipal law enforcement agency in the state of Georgia with 2,300 police officers and civilian employees covering five divisions; and

WHEREAS, Ms. Harvard was Atlanta's police chief when the city hosted the 1996 Centennial Olympic Games. She was joint chairperson of the Olympic Security Support Group with responsibility for coordinating security efforts between federal, state, local and private agencies for the world's largest peacetime event; and

WHEREAS, On July 28, 2010, Beverly Harvard was nominated by President Barack Obama and confirmed by the United States Senate on September 29, 2010 to the position of United States Marshal. On October 20, 2010 she was sworn in as the United States Marshal for the Northern District of Georgia and as such is the top executive for the United States Marshals Service in the district. Marshal Harvard is the first African American female to be appointed to the position of United States Marshal; and

WHEREAS, Ms. Harvard has received numerous awards including being named "Woman of the Year" by the CBS Morning Show. She received the SCLC's "Drum Major for Justice Award", the Turner Broadcasting System's prestigious "Trumpet Award" and was named one of Georgia's "100 Most Influential People" by the Georgia Trend Magazine. She has been featured in several national publications, including Time Magazine, Newsweek, U.S. News and World Report, Ebony, Jet, the Christian Science Monitor, Woman's World and the Ladies Home Journal and she has appeared on local and national television including, ABC's Good Morning America, CBS's Morning Show and NBC's the Today Show; and

WHEREAS, Beverly Harvard trailblazing endeavor as the first Black woman in the nation to be appointed United States Marshal, as well as being the first in other public safety avenues has encouraged other women to join the public safety career and is evidenced by the number of Black Women who serve in law enforcement across the country today.

NOW THEREFORE BE IT RESOLVED that the Mayor and the City Council of the City of South Fulton congratulates Beverly Harvard on her service and contributions to the citizens of South Fulton and does hereby proclaim Tuesday, February 25, 2020, as "**BEVERLY HARVARD DAY**" in the City of South Fulton, Georgia.

Councilwoman Helen Z. Willis

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of City Council Meeting Minutes

DATE: February 25, 2020

SUBJECT: Council Approval of City Council Meeting Minutes

REFERENCE:

CONCLUSION:

Council Approval of City Council Meeting Minutes (City Clerk)

- City Council Work Session Meeting Minutes_Feb. 11, 2020
- City Council Regular Meeting Minutes_Feb. 11, 2020
- City Council Special Called Meeting Minutes_Feb. 14, 2020

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Work Session Minutes_Feb. 11, 2020	Cover Memo	2/19/2020
Regular Meeting Minutes_Feb. 11, 2020	Cover Memo	2/19/2020
Special Called Minutes_Feb. 11, 2020	Cover Memo	2/19/2020



COUNCIL WORK SESSION MEETING MINUTES

I. Call to Order

Minutes:

The work session was called to order by Mayor William Edwards at 5:00 PM.

II. Roll Call

Attendee Name	Title	Status	Arrived
William "Bill" Edwards	Mayor	Present	
Mark Baker	District 7 Councilmember	Present	5:03 PM
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Naeema Gilyard	District 4 Councilmember	Present	
Corey A. Reeves	District 5 Councilmember	Present Via Celluar Phone	5:12 PM
Khalid Kamau	District 6 Councilmember	Present	5:46 PM

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

Councilmember Gilyard left the meeting at 5:06 PM and returned at 5:46 PM.

III. Presentations

- 1. Big Brothers Big Sisters of Metro Atlanta (Rowell)**

Minutes:

Kwame Johnson with Big Brothers Big Sisters of Metro Atlanta led a presentation regarding the Big Brothers Big Sisters of Metro Atlanta Mentorship Program.

The presentation was followed by a question and discussion period.

IV. Previous Agenda Items

V. Agenda Items

2. Council Discussion on 2020 Legislative Session Report by A R. Long & Company

Minutes:

A.R. Long with A.R. Long and Company presented the 2020 Legislative Session Report.

The presentation was followed by a question and discussion period regarding legislation listed in the report.

Councilmember Willis requested that HB 832 is included in future reports and monitor the proposed cuts to the "Public Defender Program".

Councilmember Rowell requested that Mr. Long monitor the "Dual Enrollment Program" - SB 444.

VI. Executive Session (if needed)

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

Motion (Recess): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

Yea: 5 Baker, Gumbs, Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 2 Gilyard, khalid

Minutes:

Motion a.

A motion was made at 5:45 PM to recess for an executive session to discuss personnel, litigation, real estate and cyber security.

The motion was approved 5-0-2. Councilmember Gilyard and khalid were absent.

Motion (Reconvene): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

Yea: 5 Gumbs, khalid, Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 2 Baker, Gilyard

Minutes:

Motion b.

A motion was made to reconvene the Work Session at 7:04 PM.

The motion was approved 5-0-2. Councilmember Gilyard and Baker were absent.

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Baker, Gilyard, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

Motion c.

A motion was made to authorize the City Attorney and City Manager to approve the Intergovernmental Agreement as proposed by Fulton County subject to further negotiations for the transfer of property.

The motion was approved unanimously.

VII. Adjournment of Meeting

Motion (Adjourn): Councilmember Rowell

Second: Councilmember Willis

[Motion Approved]

Yea: 7 Baker, Gilyard, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn the Work Session at 7:08 PM.

The motion was approved unanimously.



DIVIDER SHEET



REGULAR MEETING MINUTES

I. Meeting Called to Order

Minutes:

The meeting was called to order by Mayor William Edwards at 7:08 PM.

Attendee Name	Title	Status	Arrived
William "Bill" Edwards	Mayor	Present	
Mark Baker	District 7 Councilmember	Present	
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	
Helen Z. Willis	District 3 Councilmember	Present	
Naeema Gilyard	District 4 Councilmember	Present	
Corey A. Reeves	District 5 Councilmember	Present	Via Telephone
Khalid Kamau	District 6 Councilmember	Present	

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

II. Invocation - Pastor Warren Henry, Chaplian

Minutes:

The invocation was rendered by Dr. Kathanette Barnes, Chaplain Cadet.

III. Pledge of Allegiance

Minutes:

The pledge of allegiance was recited in unison.

IV. Adoption of Council Agenda

Motion (Approve as Amended): Councilmember Willis

Second:
[Motion Approved]

Yea: 7 Baker, Gilyard, Gumbs, khalid , Reeves, Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:
A motion was made to amend the Council Agenda by Holding Item number 11 until further notice, Moving Item number 7 to Regular Agenda, and Councilmember Baker added an appointment of Mr. Rodney Jones to Parks and Recreation Board.

The motion was approved unanimously.

V. Approval of City Council Meeting Minutes

1. Council Approval of City Council Work Session Meeting Minutes from January 28, 2020 (City Clerk)

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

Yea: 7 Baker, Gilyard, Gumbs, khalid , Reeves, Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:
A motion was made to approve City Council Work Session Meeting Minutes for January 28, 2020.

The motion was approved unanimously.

2. Council Approval of City Council Regular Meeting Minutes from January 28, 2020 (City Clerk)

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

Yea: 7 Baker, Gilyard, Gumbs, khalid , Reeves, Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 0

Minutes:

A motion was made to approve City Council Regular Meeting Minutes for January 28, 2020.

The motion was approved unanimously.

VI. Public Comments

Minutes:

There were six (6) speakers who provided public comment as follows:

Ms. Annette Cooper (District 7): Code Enforcement Case #V19-02184 (Unkept Property at 135 Foxlair Dr.)

Mr. Michael Venable (District 6): Concerns about South Fulton Neighbor; concerned about improper uses along Old National Highway

Ms. Juliette Rankins (District 4): Gentrification

Ms. Glenda Collins (District 5): Blighted Properties/Potholes

Ms. Pamela Harvey (District 3): Concerns regarding Z19-005 zoning case on Jonesboro Rd

Ms. Pamela Harris (District 1): Concerns regarding Sterilization Services of Georgia

VII. Council Comments

Minutes:

Councilmember Baker announced his partnership with Pastor Martin and Cornerstone Church for Coat Drive Event. A viewing of the movie "Harriet" will occur in the coming weeks with Renaissance and Bear Creek Middle Schools.

Councilmember Khalid has several events coming up. They can be found on khalidcares.com.

Councilmember Gilyard announced an upcoming meeting regarding the Community Benefits Ordinance, Will be meeting with Zoning staff regarding Urban Agriculture Legislation, Discussed New Initiative titled "Seniors for Youth" and advised updates regarding the Emissions from Landfill will be forthcoming.

Councilmember Willis asked everyone to review her latest newsletter at www.southfultondistrict3.com, Thanked community for participating in "Chat and Chew" and attending Red Carpet Event, "The Suppressed Right to Vote". There will be a Townhall meeting on February 27, 2020, 6 PM at Welcome All Park. Recognized Marquis Grissom for recognizing students.

Councilmember Gumbs thanked community for participating in the Health and Business Expo, Donating Books for "Read South Fulton". Upcoming events are Brunch with Business on February 19, 2020, 2 PM and February 18, 2020, 10 AM Mock Election at local Libraries.

Councilmember Rowell announced Senior Sweetheart Day Party on February 12, 2020, 11 AM-3 PM at St. James Live. Encouraged participation in "60 for 60" with Big Brother/Big Sister program and Westlake "Lunch and Learn" series starting in March on Thursdays.

Councilmember Reeves thanked the community for working with him since election.

Mayor Edwards encouraged the community to participate in "Conversation with the Mayor" on February 13, 2020 at 7 PM, Zion Hill Baptist Church. Mayor announced Langston Hughes and Westlake High Schools will be going to the State Tournament and acknowledged three students who won scholarships from the Delta Sigma Theta Sorority, Inc.

VIII. City Manager's Monthly Report

3. City Manager's December 2019 Report (City Manager)

Minutes:

PRESENTED.

IX. Consent Agenda Items

Motion (Approve): Councilmember Rowell

Second: Councilmember Gilyard

[Motion Approved]

Yea: 7 Baker, Gilyard, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Consent Agenda Items 4, 5, 6, 8, 9, 10 as amended.

The motion was approved unanimously.

4. Proclamation was presented to Ben Hill Toastmasters Club (**Edwards**)

5. Council Approval of the following Appointments:

Councilmember Baker

Tameka Weatherly appointed to Planning Commission

Rev. Pennon Lockhart appointed to Environmental Committee

Re-appoint Haywood Sherrod to the Board of Code Enforcement

Councilmember Willis

Nakia Tucker Coleman to City Anniversary Committee to replace Deborah Herring

6. Council Approval of the Proposed Fee Schedule for the Merk Miles Waste Transfer Station (Public Works)
7. Council Approval of Resolution Designating the Legal Organ for the City as the South Fulton Neighbor News with the Atlanta-Journal and/or The Daily Report to be used in time sensitive matters. (City Clerk)

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

Yea: 7 Baker, Gilyard, Gumbs, khalid , Reeves, Rowell, Willis
 Nay: 0
 Abstain: 0
 Not Voting: 0

Minutes:

A motion was made to approve with an amendment to add The Atlanta Voice as a second Legal Organ for the City of South Fulton.

The motion was approved unanimously.

8. Council Approval of Resolution for Waiver of Annexation Fee (**Rowell**)
9. Council Approval of Resolution Filling a Vacancy on the City of South Fulton Development Authority (**Rowell**)
10. Council Approval to Award the Annual Physical Exams Contract for Firefighters to SiteMed North America, LLC in an amount not to exceed \$62,7000 (Procurement/Fire)
11. Council Approval of Senior Legacy Resolution (Gumbs)

Minutes:

Councilmember Gumbs request that Item #11 be removed from Agenda and held until further notice.

X. Previous Agenda Items

12. Council 2nd Reading and Adoption of Amending Administration Ordinance (Rowell)

Minutes:

Adoption of Amending Administration Ordinance Moved to February 25, 2020 Council Meeting.

13. Council 2nd Reading and Adoption of Amending Code Enforcement Ordinance (CDRA)

Motion (Approve as Amended): Councilmember khalid

Second: Councilmember Baker

[Motion Approved]

Yea: 7 Baker, Gilyard, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve with amendment of adding Councilmember khalid name to Code Enforcement Ordinance.

The motion was approved unanimously.

14. Council 2nd Reading and Adoption of Amending Business Licence Ordinance (CDRA)

Motion (Approve): Councilmember Rowell

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Baker, Gilyard, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve Amending Business License Ordinance.

The motion was approved unanimously.

XI. Agenda Items

15. Request from Council for Clarification on Date to Table Modification Z19-005 Seeking to Change from AG-1 to C-2 on Jonesboro Road (Planning)

Motion (Hold): Councilmember Baker

Second: Councilmember khalid

[Motion Approved]

Yea: 7 Baker, Gilyard, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to Hold Modification Z19-005 Jonesboro Rd until March 31, 2020 Council Meeting.

The motion was approved unanimously.

16. Council Discussion Concerning the South Fulton Development Authority

Motion (Hold): Councilmember Gumbs

Second: Councilmember Willis

[Motion Approved]

Yea: 5 Gumbs, khalid , Reeves, Rowell, Willis

Nay: 1 Baker

Abstain: 0

Not Voting: 1 Gilyard

Minutes:

During this Agenda Item #16 Councilmembers discussed various views. Councilmember Willis made a motion to add a Resolution adding two additional members to the South Fulton Development Authority.

A motion was made to Hold Item #16 Discussion Concerning the South Fulton Development Authority until February 25, 2020 Council Meeting to allow the Resolution to be drafted and resumes distributed.

The motion was approved 5-1-1. Councilmembers Baker voted in opposition. Councilmember Gilyard did not vote.

17. Council Approval of 1st Reading of FY20 Budget Amendment (Finance)

Minutes:

FIRST READ.

18. Council Approval to Renumber the Eight (8) Fire Stations utilizing the Numbers 1 through 8 to align with the results of the GA Tech Study (Fire)

Motion (Approve): Councilmember khalid

Second: Councilmember Rowell

[Motion Approved]

Yea: 7 Baker, Gilyard, Gumbs, khalid , Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to approve the Renumbering of the Eight (8) Fire Stations utilizing the Numbers 1 through 8 to align with the results of the GA Tech Study.

The motion was approved unanimously.

19. Council Approval of a Facility Maintenance Agreement PI 0012671 US 29/SR14 Welcome All Road with GA DOT (Public Works)

Motion (Approve): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

Yea: 5 Baker, Gumbs, Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 2 Gilyard, khalid

Minutes:

A motion was made to approve the Facility Maintenance Agreement PI 0012671 US 29/SR14 Welcome All Road with GA DOT.

The motion was approved 5-0-2. Councilmembers khalid and Gilyard did not vote.

XII. Executive Session

Minutes:

No Executive Session.

XIII. Adjournment of Meeting

Motion (Adjourn): Councilmember Willis

Second: Councilmember Gumbs

[Motion Approved]

Yea: 7 Baker, Gilyard, Gumbs, khalid, Reeves, Rowell, Willis

Nay: 0

Abstain: 0

Not Voting: 0

Minutes:

A motion was made to adjourn at 9:19 PM.

The motion was approved unanimously.



DIVIDER SHEET



SPECIAL CALLED MEETING MINUTES

1. Meeting Called to Order

Minutes:

The special meeting was called to order by Mayor William Edwards at 9:01 AM.

2. Roll Call

Minutes:

Attendee Name	Title	Status	Arrived
William "Bill" Edwards	Mayor	Present	
Mark Baker	District 7 Councilmember	Present	
Catherine F. Rowell	District 1 Councilmember	Present	
Carmalitha Gumbs	District 2 Councilmember	Present	9:55 AM
Helen Z. Willis	District 3 Councilmember	Present	9:11 AM
Naeema Gilyard	District 4 Councilmember	Present	
Corey A. Reeves	District 5 Councilmember	ABSENT	
Khalid Kamau	District 6 Councilmember	Present	

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

3. Agenda Items

- a. Council Discussion and Recommendations of FIB

Minutes:

Discussion regarding this item occurred in executive session.

4. Executive Session

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

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

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

Yea: 4 Baker, Gilyard, khalid , Rowell
Nay: 0
Abstain: 0
Not Voting: 3 Gumbs, Reeves, Willis

Minutes:
Motion a.

A motion was made at 9:04 AM to recess for an executive session to discuss litigation and real estate.

The motion was approved 4-0-3. Councilmembers Willis, Gumbs and Reeves were not present.

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

Yea: 4 Baker, Gumbs, Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 3 Gilyard, khalid , Reeves

Minutes:
Motion b.

A motion was made to reconvene the Special Called Meeting at 10:56 AM.

The motion was approved 4-0-3. Councilmembers Gilyard, khalid and Reeves were absent.

5. Adjournment of Meeting

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

Yea: 4 Baker, Gumbs, Rowell, Willis
Nay: 0
Abstain: 0
Not Voting: 3 Gilyard, khalid , Reeves

Minutes:
A motion was made to adjourn the Special Called Meeting at 10:57 AM.

The motion was approved 4-0-3. Councilmembers Gilyard, khalid and Reeves were absent.

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Z19-006 for a Public Hearing Seeking an Modification and Rezone from AG1 to CUP for a Residential Subdivision

DATE: February 25, 2020

SUBJECT: Z19-006 for a Public Hearing Seeking an Modification and Rezone from AG1 to CUP for a Residential Subdivision

REFERENCE:

CONCLUSION:

Z19-006 for a Public Hearing Seeking an Modification and Rezone from AG1 to CUP for a Residential Subdivision (CDRA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Z19-006 Presentation	Cover Memo	2/19/2020
Council Memo_Z19-006 Modification	Cover Memo	2/19/2020

City of South Fulton

MAYOR &
CITY
COUNCIL

South Fulton Arts Center
4645 Butner Road
7:00 PM

February 25, 2020

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City of South Fulton | February 25, 2020



Z19-006

- **Rezoning Request for West Stubbs Road & Cascade Palmetto Highway**
 - **Deferred by Planning Commission on November 19, 2019 for 30 days**
 - **Deferred by Mayor and Council on January 28, 2020 for 30 days**



Mayor & Council
City of South Fulton
February 25, 2020



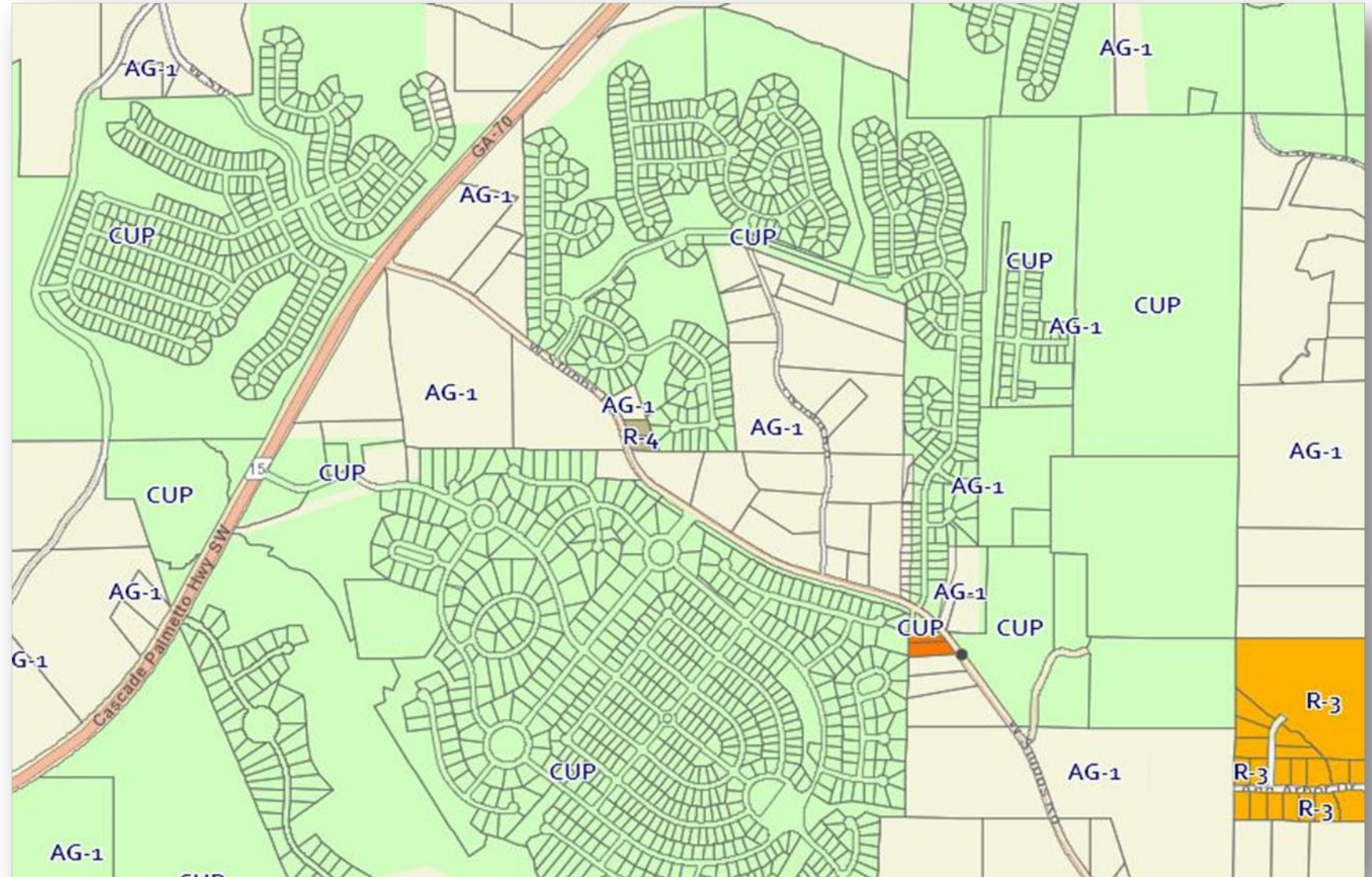
Case Facts

- Site is zoned AG-1 located in District 2.
- Subject property is vacant and wooded.
- The applicant Jordan Edwards of The Galloway Law Group, LLC representing Kerly Family Homes, LLC is seeking to rezone to CUP (Community Unit Plan) for residential use.
- It is the applicant's intent to rezone for residential subdivision for 62 homes
- No curb cut on West Stubbs Rd. or Cascade Palmetto Rd.



Surrounding Area

- AG-1 and CUP across the street along West Stubbs Road.
- CUP is behind the proposed site and across Cascade Palmetto Hwy.

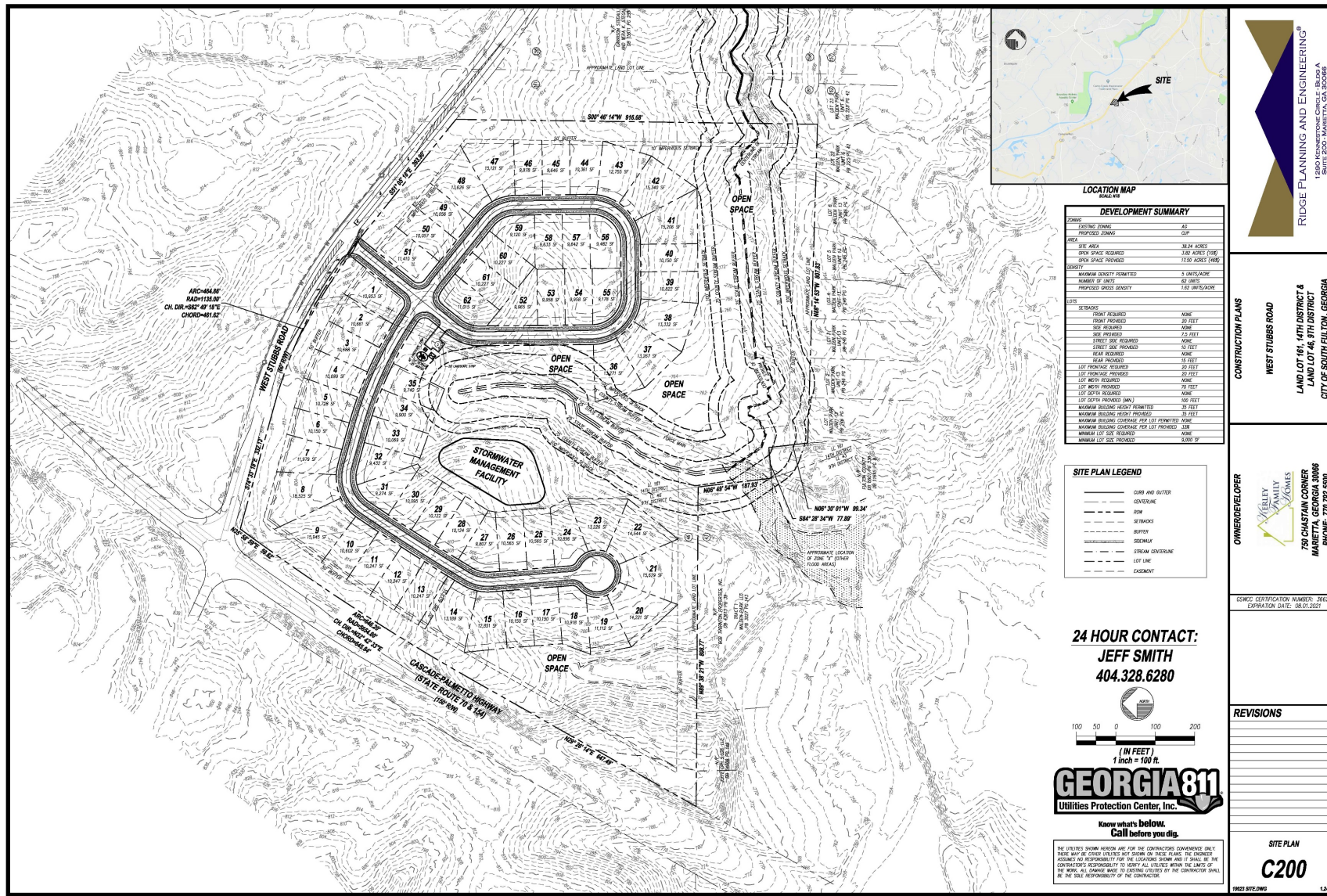






Site Plan

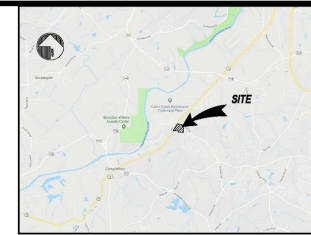
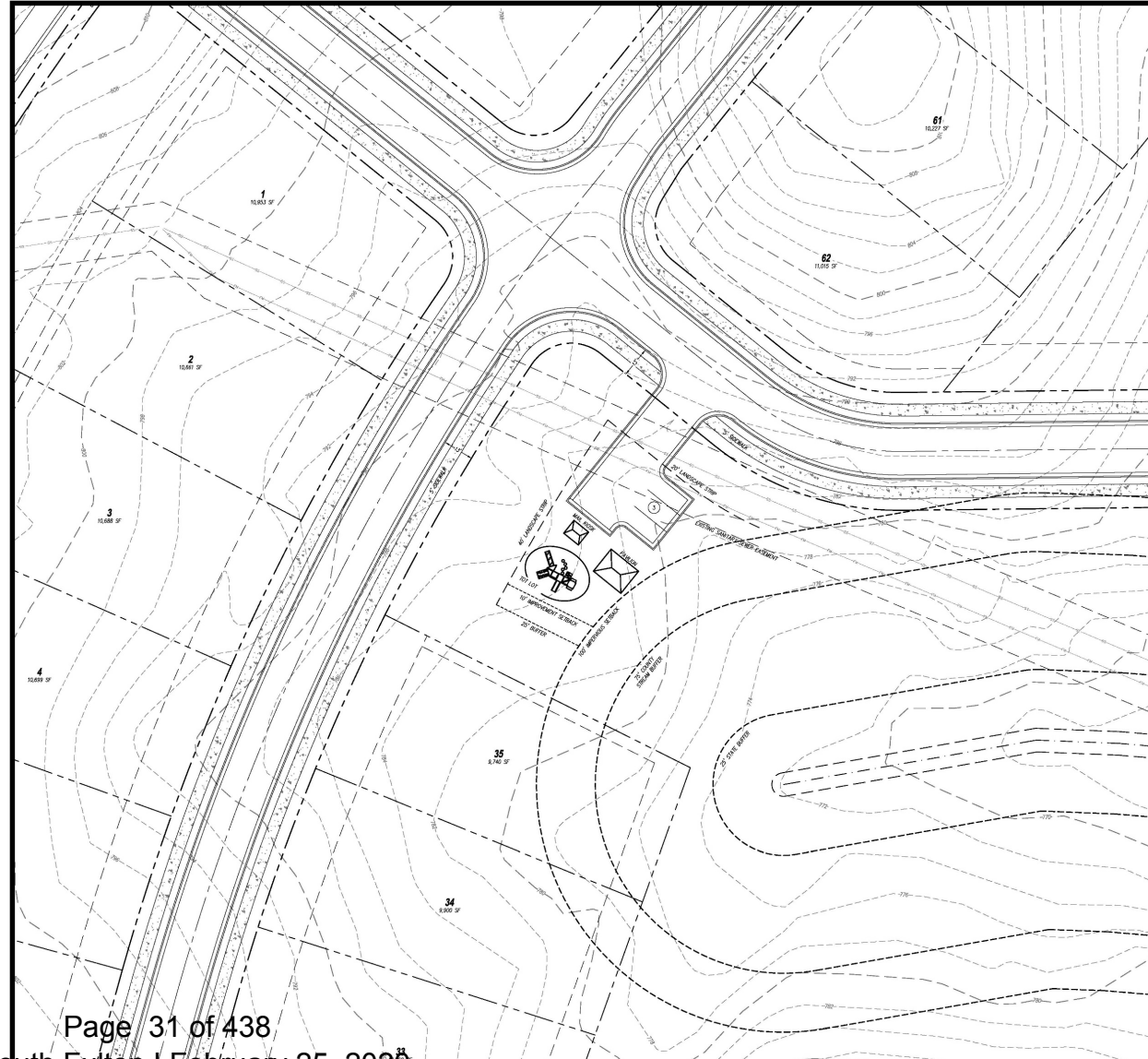
- Approximately 38.24 acres
- Vacant lot
- There are no Marta stops at or the site
- There is a traffic light at the intersection
- No sidewalks on West Stubbs Rd. or Cascade Palmetto Hwy
- The updated site plan shows the amenity areas in proximity to the mail kiosk





Site Plan

- Detailed site plan of the amenity area
- This plan accommodates the required mail kiosk, gazebo, recreation area and off-street parking for all uses without reducing any required buffers or setbacks.

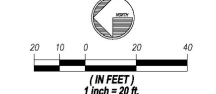


DEVELOPMENT SUMMARY	
ZONING	AG
EXISTING ZONING	OSM
AREA	2.84 ACRES
OPEN SPACE REQUIRED	2.84 ACRES (120%)
OPEN SPACE PROVIDED	2.56 ACRES (48%)
DENSITY	3 UNITS/ACRE
MAXIMUM DENSITY PERMITTED	3 UNITS/ACRE
NUMBER OF UNITS	8.64 UNITS
PROPOSED GROSS DENSITY	1.63 UNITS/ACRE
LOTS	
SETBACKS	NONE
FRONT PROVIDED	20 FEET
SIDE PROVIDED	NONE
REAR PROVIDED	2.5 FEET
STREET SIDE PROVIDED	NONE
STREET SIDE PROVIDED	15 FEET
REAR PROVIDED	NONE
FRONT PROVIDED	15 FEET
LOT FRONTAGE PROVIDED	20 FEET
LOT WIDTH PROVIDED	NONE
LOT WIDTH PROVIDED	20 FEET
LOT DEPTH PROVIDED (MIN)	100 FEET
MAXIMUM BUILDING HEIGHT PERMITTED	20 FEET
MAXIMUM BUILDING HEIGHT PROVIDED	20 FEET
MAXIMUM BUILDING COVERAGE PER LOT PERMITTED	NONE
MAXIMUM BUILDING COVERAGE PER LOT PROVIDED	0%
MAXIMUM LOT SIZE REQUIRED	NONE
MAXIMUM LOT SIZE PROVIDED	8,000 SF

SITE PLAN LEGEND	
--- (dashed line)	LAND AND OUTLET CENTERLINE
--- (dashed line)	ROW
--- (dashed line)	SETBACKS
--- (dashed line)	BUFFER
--- (dashed line)	DECKLINE
--- (dashed line)	STREAM CENTERLINE
--- (dashed line)	LOT LINE
--- (dashed line)	EASEMENT

CSWIC CERTIFICATION NUMBER: 36629
EXPIRATION DATE: 08.01.2021

24 HOUR CONTACT:
JEFF SMITH
404.328.6280



Know what's below.
Call before you dig.

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE CONTRACTOR ASSUMES RESPONSIBILITY FOR THE LOCATION SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL CHANGES MADE BY CONTRACTORS SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CITY OF SOUTH FULTON SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

CONSTRUCTION PLANS

WEST STUBBS ROAD
LAND LOT 161, 14TH DISTRICT & LAND LOT 48, 9TH DISTRICT
CITY OF SOUTH FULTON, GEORGIA

OWNER/DEVELOPER

THE CHATELAIN CORNER MARKET
1500 MARKET STREET, SUITE 100
PHONE: 770.792.5500

REVISIONS

NO.	DATE	DESCRIPTION

AMENITY EXHIBIT

C220

1/23/2020
C220



Concept Elevations

- These images are provided per request of Mayor and Council as illustrative examples of the types of housing that may be built

Payton
 3 Bedrooms / 2.5 Baths
 2,100 - 2,241 sq ft



Elevation AA



Elevation BB



Elevation CC



Elevation DD



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 4/10/18

KerleyFamilyHomes.com

Information believed accurate but not warranted. Prices and offer subject to change without prior notice.



Richard
 5 Bedrooms / 4 Baths
 3,963 - 5,008 sq ft



Elevation AA



Elevation BB



Elevation CC



Elevation DD



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 11/16/18

KerleyFamilyHomes.com

Information believed accurate but not warranted. Prices and offer subject to change without prior notice.





Staff Recommendation of the Rezoning Request from AG1 to CUP
APPROVAL/CONDITIONAL:

1. The uses on this site shall be restricted to single family detached dwellings and accessory uses and structures.
2. The owner shall abide by the site plan received by the Department of Community Development and Regulatory Affairs on September 26, 2019 and updated November 18, 2019. Said site plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. In the event the Recommended Conditions of Zoning cause the approved site plan to be substantially different, the applicant shall be required to seek a Modification to the approved site plan prior to application for a Land Disturbance Permit. Unless otherwise note herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.
3. Staggered setback of all dwelling facades shall be used to vary the position of a principal building on each lot. Staggered setbacks shall be determined by the placement of the dwellings on either side of the dwelling in question. Said setback shall provide a minimum 5-foot variation for single-family detached dwellings as measured from the back of the curb.
4. No more than 62 total dwelling units are permitted on this site at a maximum density of 1.59 units per acre, whichever is less, based on the total acreage zoned.
5. Lot sizes shall be a minimum of 9,070 square feet.
6. The minimum heated floor area per dwelling unit shall be 1,800 square feet.
7. Each home will be constructed with a two-car garage.
8. At a minimum, one tree with a caliper of two inches or greater shall be planted in the front yard of all homes.
9. Minimum dimensional requirements
 - a. Minimum front yard setback: 20 feet
 - b. Minimum side corner yard setback: 10 feet from any adjacent right-of-way
 - c. Minimum rear yard setback: 15 feet
 - d. Minimum side yard setback: 10 feet
 - e. Minimum building separation: 20 feet



Staff Recommendation of the Rezoning Request from AG1 to CUP
APPROVAL/CONDITIONAL:

Recommended Conditions, continued:

10. The front exterior façade of all homes shall be brick, stucco, stone or other masonry materials (or some combination of these materials)
11. The exterior sides (exclusive of the front façade) must be brick, stucco, stone or other masonry materials, Hardi-board, clapboard, cedar shakes or shingles or some combination of these materials.
12. Vinyl or aluminum siding is prohibited on the exterior of the homes
13. Prior to issuance of Land Disturbance Permit, applicant shall arrange site visit with City Engineer or designee to assess presence and extents of any stream buffers within the site. Development shall comply with the City of South Fulton Unified Stream Buffer Protection Ordinance.
14. Prior to issuance of Land Disturbance Permit, applicant shall provide a report, prepared by an ISA certified Arborist, evaluating all specimen trees within the site. Development shall comply with the City of South Fulton Tree Preservation Ordinance and Administrative Guidelines.
15. Development shall provide a deceleration lane and left turn lane at proposed entrance(s), subject to approval of City Traffic Engineer.
16. Development shall provide a secondary means of access for emergency vehicles subject to the approval of the Fire Marshal.
17. Install a 40-foot “landscape strip” along the street north of the amenity area.
18. Provide a 20-foot “landscape strip” along the street east of the amenity area (side corner).
19. Install a 25-foot “buffer” between the amenity area and the adjoining residential lot to the west.
20. Provide a 10-foot “improvement setback” interior to the 25-foot buffer per Sec. 4.23.1.E.



Planning Commission Recommendation
APPROVAL/CONDITIONAL:

At the November 19, 2019 Planning Commission Meeting, this item was deferred to the December 17, 2019 Planning Commission Meeting. The recommendation of the Planning Commission at the December 17 meeting was to approve the rezoning request from AG-1 to CUP with staff conditions, with changes noted below:

3. Staggered setback of all dwelling facades shall be used to vary the position of a principal building on each lot. Staggered setbacks shall be determined by the placement of the dwellings on either side of the dwelling in question. Said setback shall provide a minimum ~~5-foot~~ 3-foot variation for single family detached dwellings as measured from the back of the curb.

9. Minimum dimensional requirements

- a. Minimum front yard setback: ~~20 feet~~ 25 feet
- b. Minimum side corner yard setback: 10 feet from any adjacent right-of-way
- c. Minimum rear yard setback: 15 feet
- d. Minimum side yard setback: ~~10 feet~~ 7.5 feet
- e. Minimum building separation: ~~20 feet~~ 15 feet

~~18. Prior to issuance of a Land Disturbance Permit for the proposed development, the proposed Site Plan shall be revised as necessary to comply with Zoning Resolution Article XIX Standards for Private Recreational Courts, as amended, for the proposed basketball court. A concurrent variance will be needed by the Mayor and Council to determine if the required 100 feet setback from adjacent property lines may be reduced to 25 feet.~~

20. Provide ~~40ft~~ 25ft Landscape Strip along street frontage of Pavilion / Basketball Court area. A concurrent variance will be needed by the Mayor and Council to determine if the required 40 feet landscape strip can be reduced to 25 feet.

22. An 8 foot fence will be constructed around the basketball court.



Staff Recommendation

Approval with Staff Recommended Conditions

GOVERNMENT OF THE CITY OF SOUTH FULTON

ODIE DONALD II
CITY MANAGER



SHAYLA REED
DIRECTOR
COMMUNITY AND REGULATORY AFFAIRS

MEMORANDUM

TO: City of South Fulton Mayor and Council

FROM: Planning and Zoning Division

SUBJECT: Zoning Items for the February 25, 2020 Council Meeting

DATE: February 10, 2020

Item	Case No.	Request	Staff Recommends	Planning Commission Recommends
1	Z19-006	Public Hearing- applicant is seeking to rezone from AG1 to CUP for a residential sub-division.	Approval of rezoning request with conditions	Approval of rezoning request with conditions
2	M19-007	Public Hearing- modification for a condition requiring a 70 ft lot width at the building line on 5 lots.	Approval	n/a

Z19-006

GOVERNMENT OF THE CITY OF SOUTH FULTON

ODIE DONALD II
CITY MANAGER



SHAYLA REED
DIRECTOR
COMMUNITY DEVELOPMENT &
REGULATORY AFFAIRS

MEMORANDUM

TO: City of South Fulton Mayor and Council
FROM: Planning & Zoning Division
SUBJECT: **Z19-006 for West Stubbs Road and Cascade Palmetto Highway**
MEETING DATE: February 25, 2020

Applicant seeks to rezone from **AG-1 (Agricultural District) to CUP (Community Unit Plan District)**

PLANNING COMMISSION RECOMMEDATION: APPROVAL of the rezoning request from AG-1 to CUP with staff conditions, except noted changes

STAFF RECOMMENDATION: APPROVAL of the rezoning request from AG-1 to CUP with conditions (Updated 2-4-20).

cc: Diane White, City Clerk

APPLICATION INFORMATION

Applicant Information:	Jordan Edwards, The Galloway Law Group, LLC Representing Kerly Family Homes, LLC 3500 Lenox Road NE, Suite 760 Atlanta, GA 30326
Status of Applicant:	The Applicant is representing the owner.
City Council District(s):	2
Parcel ID Number:	09C110000462031 & 14F0161 LLO134
Area of Property:	The property is composed of approximately 38.24 acres.
Current/Past Use of the Property:	The site is currently vacant.
Prior Zoning Cases/History:	AG-1 (Agricultural District)
Surrounding Zoning:	<u>North</u> : AG-1 (Agricultural District) <u>South</u> : CUP (Community Unit Plan District) <u>East</u> : CUP (Community Unit Plan District) AG-1 (Agricultural District), and R-4 (Single Family Dwelling District) <u>West</u> : CUP (Community Unit Plan District)
2035 Future Land Use Designation:	Rural Neighborhood Designation
Compatibility to the Fulton County 2035 Comprehensive Plan:	Rural Neighborhood's intent is preserve the primary rural residential character of the City of South Fulton. The proposed subdivision is compatible with the Rural Neighborhood.
Overlay District:	Clifftondale Overlay District
Public Utilities:	Prior to the issuance of any Land Disturbance Permit, the applicant shall obtain verification of availability of water and sewer services. Any extension of sewer service is the responsibility of the developer.
Public Services:	Police and Fire services are available to the site by the City of South Fulton.
Transportation:	<u>Street</u> : Cascade Palmetto Highway <u>Classification</u> : Minor Arterial (State) <u>Public Transit</u> : MARTA is not available to the site <u>Bike/Pedestrian Access</u> : Neither sidewalks nor bike lanes exist

City of South Fulton Zoning:



PUBLIC PARTICIPATION

The Public Information meeting was held on Monday October 21, 2019, at the Multipurpose Facility at Welcome All Park.

The community expressed concerns about the 5' side yard setbacks and would like to see it increased to 7.5 to 10 feet. Another concern was that the front yard setback should be deep enough to accommodate large cars on the driveway, traffic, street width to accommodate school buses, and buffers around the development.

ZONING IMPACT ANALYSIS

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

The site is presently undeveloped; however, the applicant is proposing a single-family subdivision. The surrounding areas are also single-family subdivisions.

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

Z19-006 for a Rezoning at Cascade Palmetto Hwy. and West Stubbs Road
Meeting date February 25, 2020
Page 3 of 8

The subject property is surrounded by residential zoning within a 1/2 mile radius of the site. The request to rezone to CUP will be in harmony with the surrounding area.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

The zoning proposal expands the economic possibilities of the site. The developers are proposing to increase the number of homes as well as increasing the heated floor areas, which in turn will increase the tax base.

4. Whether the zoning proposal will result in a use which will or could cause an excessive burdensome use of existing streets, transportation facilities, utilities, or schools;

The proposed use for the subject site will not cause excessive burden on the existing streets, transportation facilities, utilities, or schools.

Whether the zoning proposal is in conformity with the policies and intent of the land use plan;

The Fulton County 2035 Comprehensive Plan's Future Land Use Map designates the area as "Rural Neighborhood" The proposed development is conducive to this designation.

5. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; and

The subject property is currently zoned AG-1. The applicant's intent is to rezone to CUP for a subdivision consisting of 62 new single-family homes. It is their intent to provide 17.5 acres of open space and build at a lower density than the maximum allowed.

6. Whether the zoning proposal will permit a use which can be considered environmentally adverse to the natural resources, environment and citizens of City of South Fulton.

The applicant will provide green space, which in turn will allow them to maintain substantial number of trees.

STAFF COMMENTS

Engineering: Recommended conditions:

1. Prior to issuance of Land Disturbance Permit, applicant shall arrange site visit with City Engineer or designee to assess presence and extents of any stream buffers within the site. Development shall comply with the City of South Fulton Unified Stream Buffer Protection Ordinance.
2. Prior to issuance of Land Disturbance Permit, applicant shall provide a report, prepared by an ISA certified Arborist, evaluating all specimen trees within the site. Development shall comply with the City of South Fulton Tree Preservation Ordinance and Administrative Guidelines.
3. Development shall provide a deceleration lane and left turn lane at proposed entrance(s), subject to approval of City Traffic Engineer.
4. Development shall provide a secondary means of access for emergency vehicles subject to the approval of the Fire Marshall.
5. Prior to issuance of a Land Disturbance Permit for the proposed development, the proposed Site Plan shall be revised to eliminate on-street parking for the mail kiosk and shall comply with Zoning Resolution 34.5.16 Cluster Mailbox Design Standards and Location Standards, as amended.
6. Prior to issuance of a Land Disturbance Permit for the proposed development, the proposed Site Plan shall be revised as necessary to comply with Zoning Resolution Article XIX Standards for Private Recreational Courts, as amended, for the proposed amenity area.

7. Prior to issuance of a Land Disturbance Permit for the proposed development, the proposed Site Plan shall be revised as necessary to comply with Zoning Resolution Article XVIII requirements for off street parking, as amended, for the proposed amenity area.
8. Provide 40ft Landscape Strip along street frontage of Pavilion / amenity area.
9. Provide 25ft strip planted to Zoning Buffer Standards within Pavilion / amenity area along any adjacent Lot Line.

Environmental: None provided.

Public Works: None provided.

Transportation: None provided.

MARTA: Reviewed with no comments.

Fulton County Health Department: Comments attached.

Fire: Reviewed with no comments.

Legal: None provided.

PLANNER’S RECOMMENDATION for Rezoning from AG-1 to CUP *(Updated 2-4-20)*

The applicant’s request to rezone the property from AG-1 (Agricultural District) to CUP (Community Unit Plan), Staff recommends **APPROVAL** with the following conditions:

1. The uses on this site shall be restricted to single family detached dwellings and accessory uses and structures.
2. The owner shall abide by the site plan received by the Department of Community Development and Regulatory Affairs on September 26, 2019 and revised on February 4, 2020. Said site plan is conceptual only and must meet or exceed the requirements of the Zoning Resolution and these conditions prior to the approval of a Land Disturbance Permit. In the event the Recommended Conditions of Zoning cause the approved site plan to be substantially different, the applicant shall be required to seek a Modification to the approved site plan prior to application for a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.
3. Staggered setback of all dwelling facades shall be used to vary the position of a principal building on each lot. Staggered setbacks shall be determined by the placement of the dwellings on either side of the dwelling in question. Said setback shall provide a minimum 5-foot variation for single family detached dwellings as measured from the back of the curb.
4. No more than 62 total dwelling units are permitted on this site at a maximum density of 1.62 units per acre, whichever is less, based on the total acreage zoned.
5. Lot sizes shall be a minimum of 9,070 square feet.
6. The minimum heated floor area per dwelling unit shall be 1,800 square feet.
7. Each home will be constructed with a two-car garage.
8. At a minimum, one tree with a caliper of two inches or greater shall be planted in the front yard of all homes.
9. Minimum dimensional requirements

- a. Minimum front yard setback: 20 feet
 - b. Minimum side corner yard setback: 10 feet from any adjacent right-of-way
 - c. Minimum rear yard setback: 15 feet
 - d. Minimum side yard setback: 7.5 feet
 - e. Minimum building separation: 15 feet
10. The front exterior façade of all homes shall be brick, stucco, stone or other masonry materials (or some combination of these materials).
 11. The exterior sides (exclusive of the front façade) must be brick, stucco, stone or other masonry materials, Hardi-board, clapboard, cedar shakes or shingles or some combination of these materials.
 12. Vinyl or aluminum siding is prohibited on the exterior of the homes.
 13. Prior to issuance of Land Disturbance Permit, applicant shall arrange site visit with City Engineer or designee to assess presence and extents of any stream buffers within the site. Development shall comply with the City of South Fulton Unified Stream Buffer Protection Ordinance.
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 17. Install a 40-foot “landscape strip” along the street north of the amenity area.
 18. Provide a 20-foot “landscape strip” along the street east of the amenity area (side corner).
 19. Install a 25-foot “buffer” between the amenity area and the adjoining residential lot to the west.
 20. Provide a 10-foot “improvement setback” interior to the 25-foot buffer per Sec. 4.23.1.E.

PLANNING COMMISSION RECOMMENDATION

At the November 19, 2019 Planning Commission Meeting, this item was deferred to the December 17, 2019 Planning Commission Meeting. The recommendation of the Planning Commission at the December 17 meeting was to approve the rezoning request from AG-1 to CUP with staff conditions, with changes noted below:

3. Staggered setback of all dwelling facades shall be used to vary the position of a principal building on each lot. Staggered setbacks shall be determined by the placement of the dwellings on either side of the dwelling in question. Said setback shall provide a minimum ~~5-foot~~ 3-foot variation for single family detached dwellings as measured from the back of the curb.
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~~18. Prior to issuance of a Land Disturbance Permit for the proposed development, the proposed Site Plan shall be revised as necessary to comply with Zoning Resolution Article XIX Standards for Private Recreational Courts, as amended, for the proposed basketball court. A concurrent variance will be need by the Mayor and Council to determine if the required 100 feet setback from adjacent property lines may be reduced to 25 feet.~~

20. Provide ~~40ft~~ 25ft Landscape Strip along street frontage of Pavilion / Basketball Court area. A concurrent variance will be needed by the Mayor and Council to determine if the required 40 feet landscape strip can be reduced to 25 feet.

22. An 8-foot fence will be constructed around the basketball court.

PREPARED BY:

Dana Gray, Planner

Ryan Anderson, Senior Planner

REVIEWED BY:

Allison Duncan, Deputy Director

Shayla Reed, Director

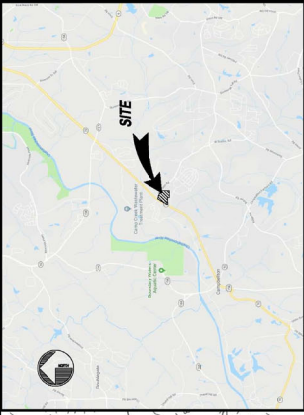
Z19-006

EHS Comments

- Prior to the approval of any plat by the appropriate jurisdiction, the Environmental Health Services Division of the Fulton County Board of Health shall review and approve the plat regarding water supply and sewage disposal. No person may sell, offer for sale, lease, begin construction or otherwise begin the physical improvement of a residential development, nor shall a building permit be issued in any form until all requirements set forth by the Fulton County Board of Health have been met.
- The Fulton County Board of Health will require that the owner/developer connect the proposed development to public water and public sanitary sewer which are available to the site.
- Since this proposed development constitutes a premise where people live, onsite sanitary facilities will be mandatory prior to use or occupancy.
- If this development includes a public swimming pool as defined in Fulton County Code of Ordinances and Code of Resolutions, Chapter 34 – Health and Sanitation, Article XII – Swimming Pools and Natural Bathing Beaches (including spas, whirlpools, etc.), the owner or contractor must submit plans and approval by this department and must obtain a Fulton County Board of Health permit to construct before issuance of a building permit. Also, the owner of the facility must obtain a Board of Health permit to operate the pool prior to opening.

General Public Health and EJ Comments

- Since this proposed development is not considered an environmentally adverse use, Fulton County Board of Health does not anticipate any adverse impacts to the health of humans or the environment in Fulton County by approving the rezoning from AG-1 to CUP to allow for the 65-lot residential development.



LOCATION MAP
SCALE: N/A

DEVELOPMENT SUMMARY	
ZONING	AG
PROPOSED ZONING	CIP
EXTENSIVE ZONING	45
AREA	18.74 ACRES
OPEN SPACE REQUIRED	3.82 ACRES (14%)
OPEN SPACE PROVIDED	17.92 ACRES (14%)
DENSITY	5 UNITS/ACRE
NUMBER OF UNITS	62 UNITS
PROPOSED GROSS DENSITY	1.62 UNITS/ACRE
LOTS	
SEWERBACKS	NONE
FRONT REQUIRED	NONE
REAR REQUIRED	7.5 FEET
SIDE REQUIRED	NONE
STREET SIDE REQUIRED	NONE
REAR REQUIRED	NONE
LOT WIDTH REQUIRED	15 FEET
LOT DEPTH REQUIRED	20 FEET
LOT AREA REQUIRED	NONE
LOT FRONTAGE REQUIRED	100 FEET
LOT DEPTH REQUIRED (MIN)	50 FEET
MAXIMUM BUILDING HEIGHT PERMITTED	10 FEET
MAXIMUM BUILDING COVERAGE FOR LOT FRONTED	30%
MAXIMUM BUILDING COVERAGE FOR LOT FRONTSIDE	30%
MAXIMUM BUILDING COVERAGE FOR LOT SIDE	30%
MAXIMUM BUILDING COVERAGE FOR LOT REAR	30%
MAXIMUM BUILDING COVERAGE FOR LOT REAR SIDE	30%
MAXIMUM BUILDING COVERAGE FOR LOT REAR SIDE	30%

SITE PLAN LEGEND	
—	CURB AND GUTTER
—	CENTERLINE
—	ROW
—	SEWERBACKS
—	BUFFER
—	SEWALK
—	STREAM CENTERLINE
—	LOT LINE
—	EASEMENT

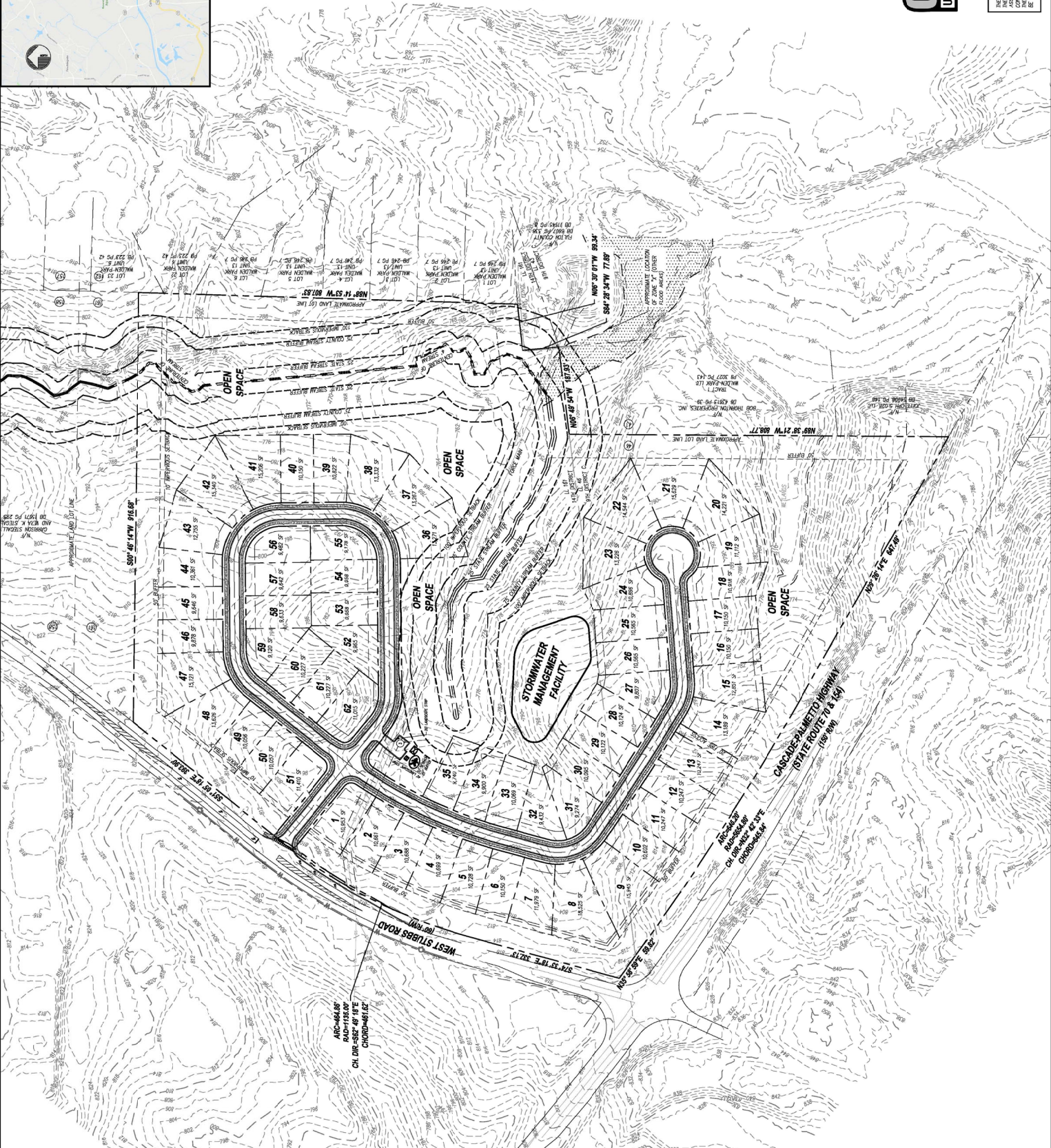
24 HOUR CONTACT:
JEFF SMITH
404.328.6280



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 Utilities Protection Center, Inc.

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ARC=64.8°
 RAD=1.1350°
 CH. DIR=582° 46' 19" E
 CHORD=461.62'

Alexander

4 Bedrooms / 3.5 Baths

3,226 sq ft



Elevation AA



Elevation BB



Elevation CC



Elevation DD



Elevation EE



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 4/10/18

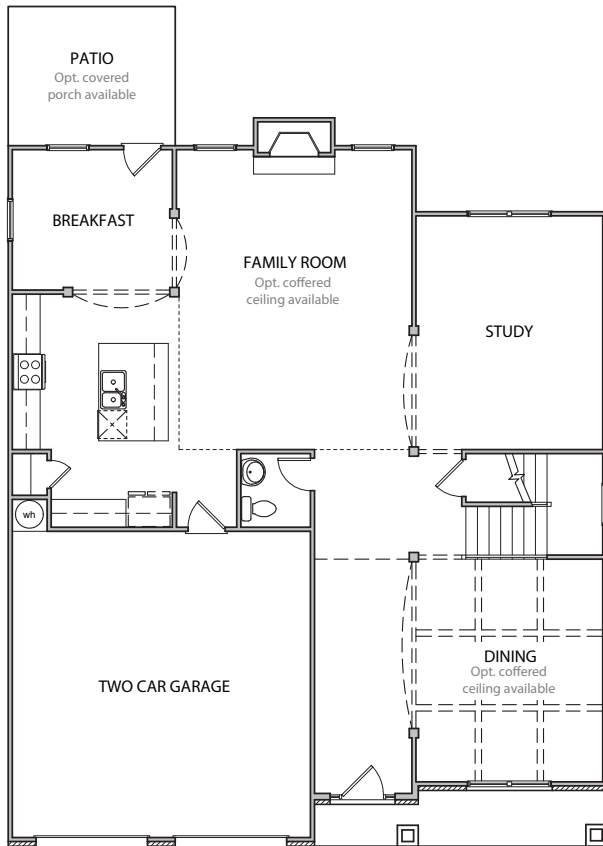
Alexander

4 Bedrooms / 3.5 Baths

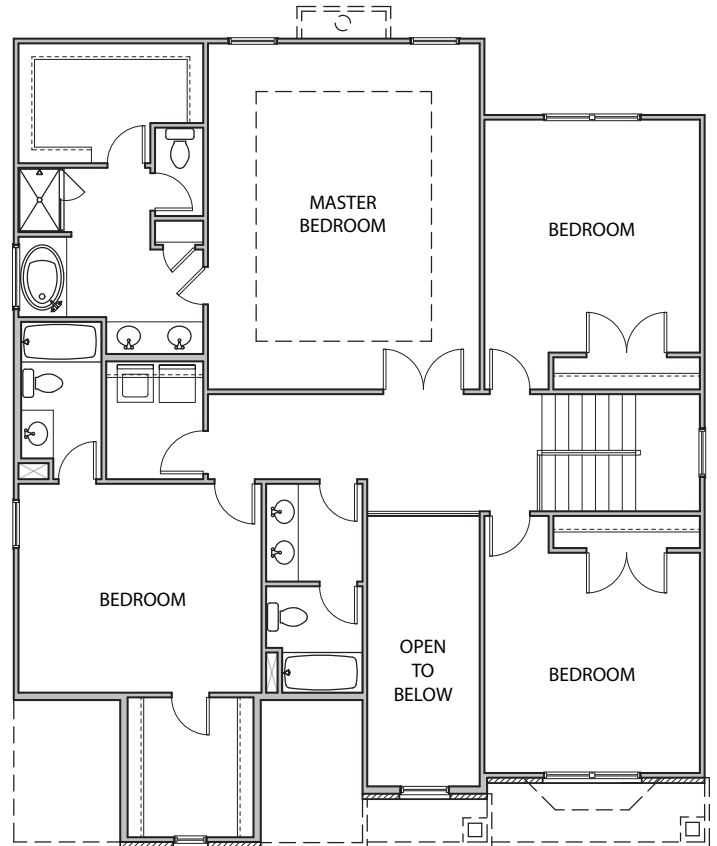
3,226 sq ft



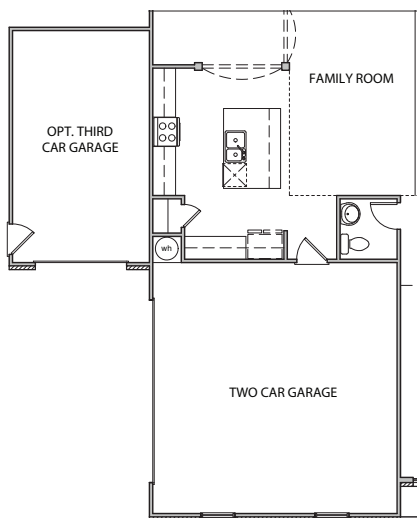
First Floor



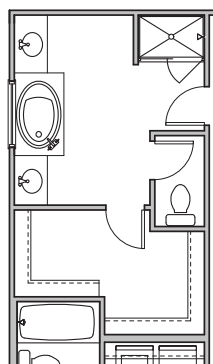
Second Floor



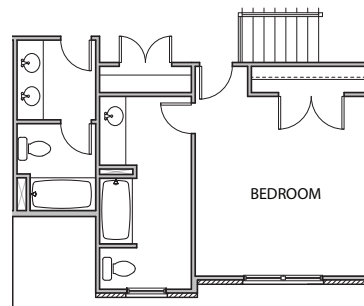
Opt. 3rd Garage Plan



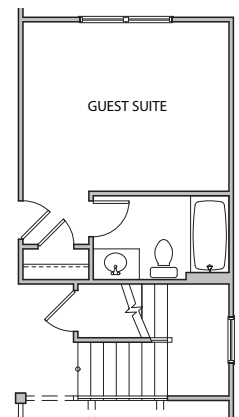
Opt. Master Bath



Opt. 4th Bath



Opt. Guest Suite



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 4/10/18

Benjamin

5 Bedrooms / 3.5 Baths

3,248 sq ft



Elevation AA



Elevation BB



Elevation CC



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 9/12/18

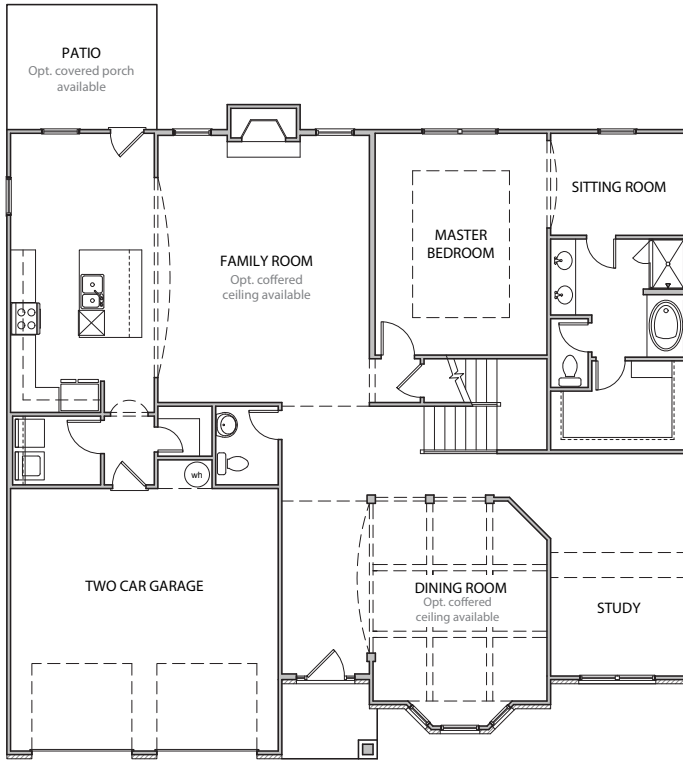
Benjamin

5 Bedrooms / 3.5 Baths

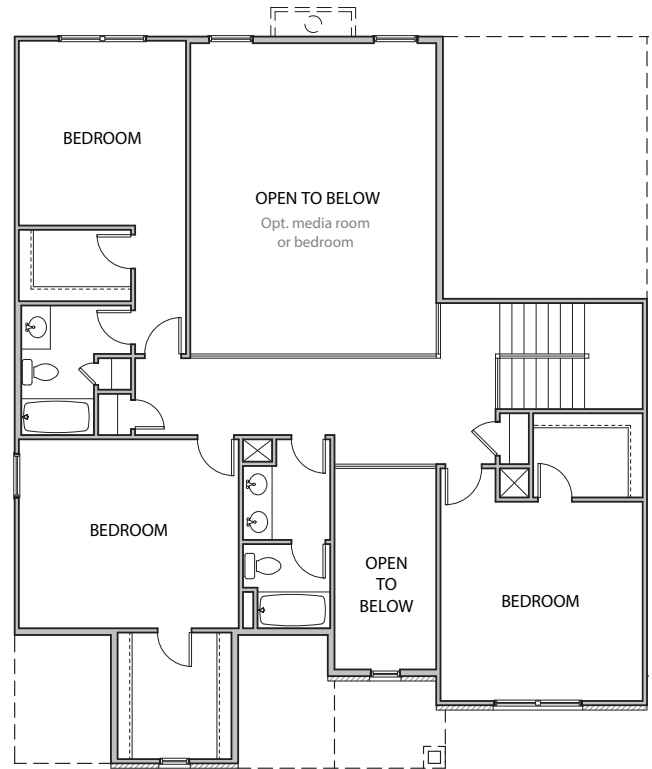
3,248 sq ft



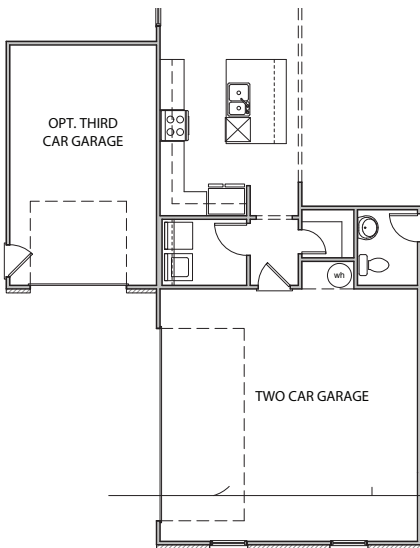
First Floor



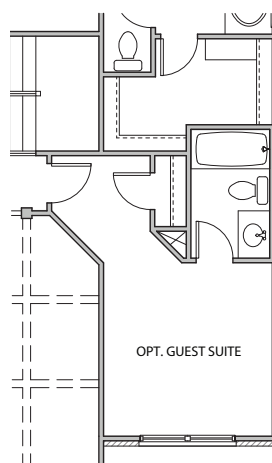
Second Floor



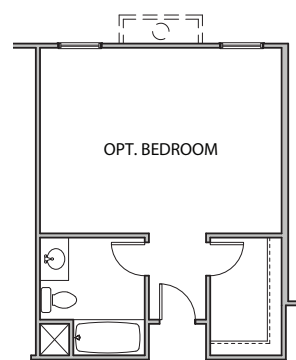
Opt. 3rd Garage Plan



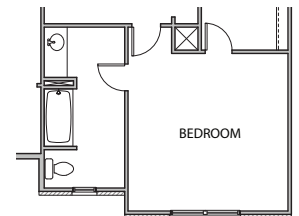
Opt. Guest Suite



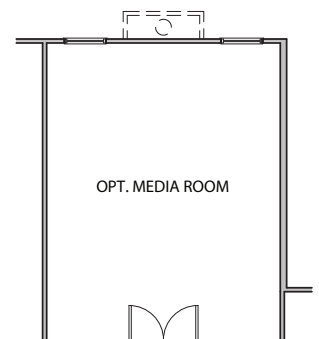
Opt. 5th Bed & Bath



Opt. Full Bath



Opt. Media Room



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 9/12/18

Huntington

4 Bedrooms / 3.5 Baths

2,905 - 3,183 sq ft



Elevation AA



Elevation BB



Elevation CC



Elevation DD



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 4/10/18

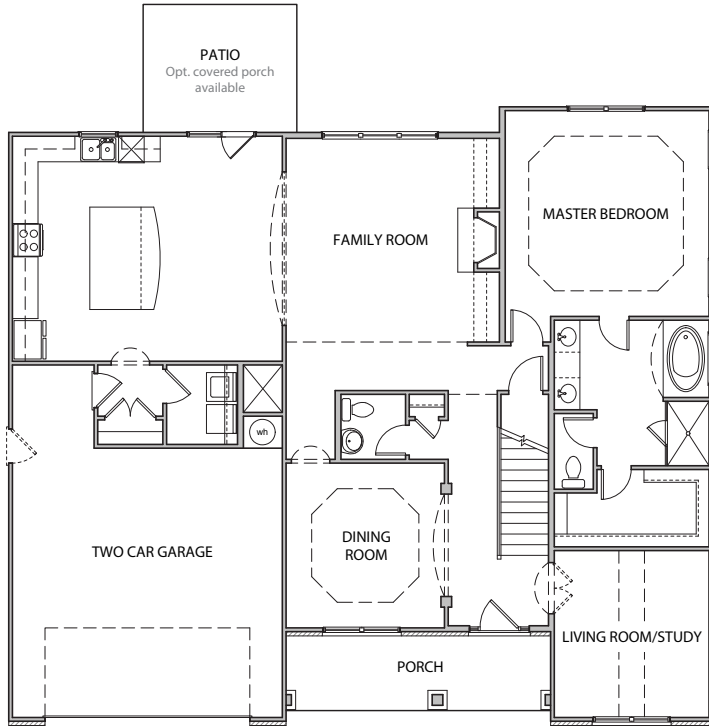
Huntington

4 Bedrooms / 3.5 Baths

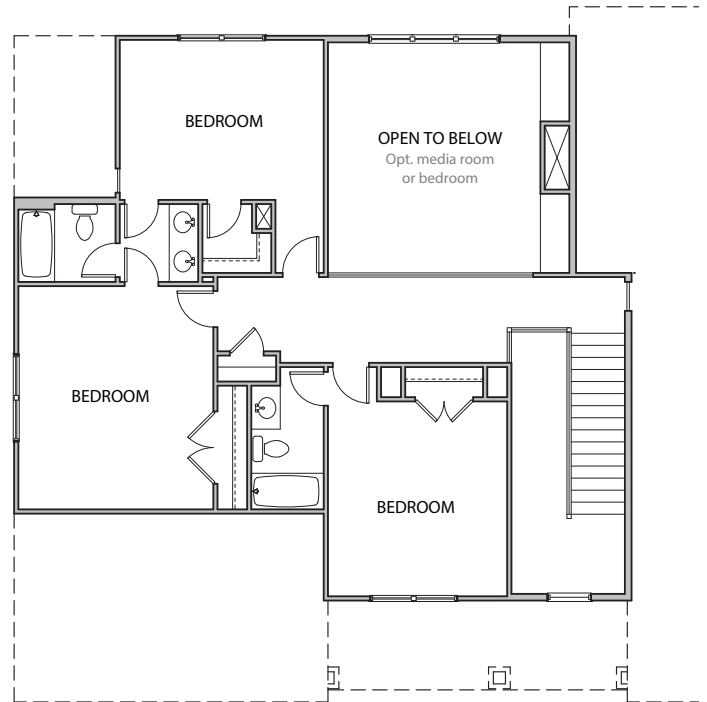
2,905 - 3,183 sq ft



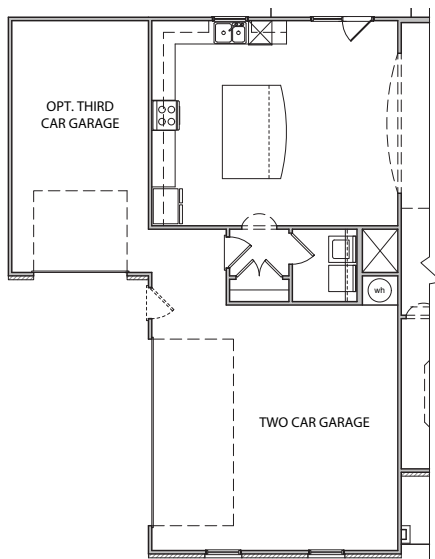
First Floor



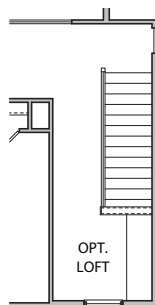
Second Floor



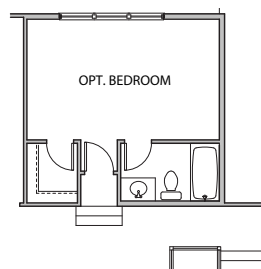
Opt. 3rd Garage Plan



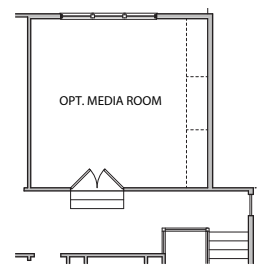
Opt. Loft



Opt. 5th Bed and Bath



Opt. Media Room



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 4/10/18

Payton

3 Bedrooms / 2.5 Baths

2,100 - 2,241 sq ft



Elevation AA



Elevation BB



Elevation CC



Elevation DD



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 4/10/18

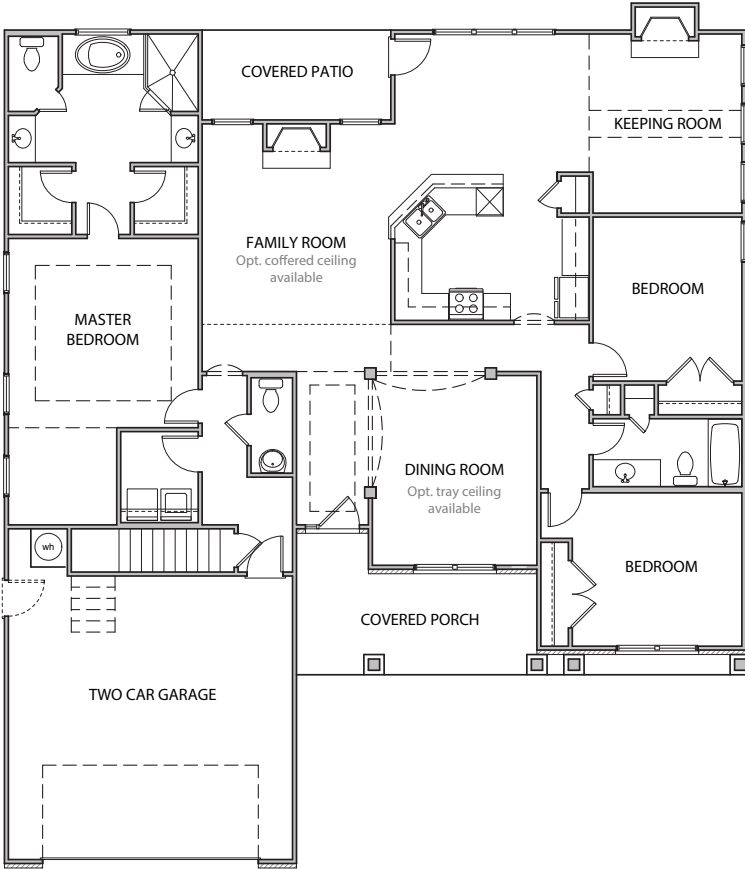
Payton

3 Bedrooms / 2.5 Baths

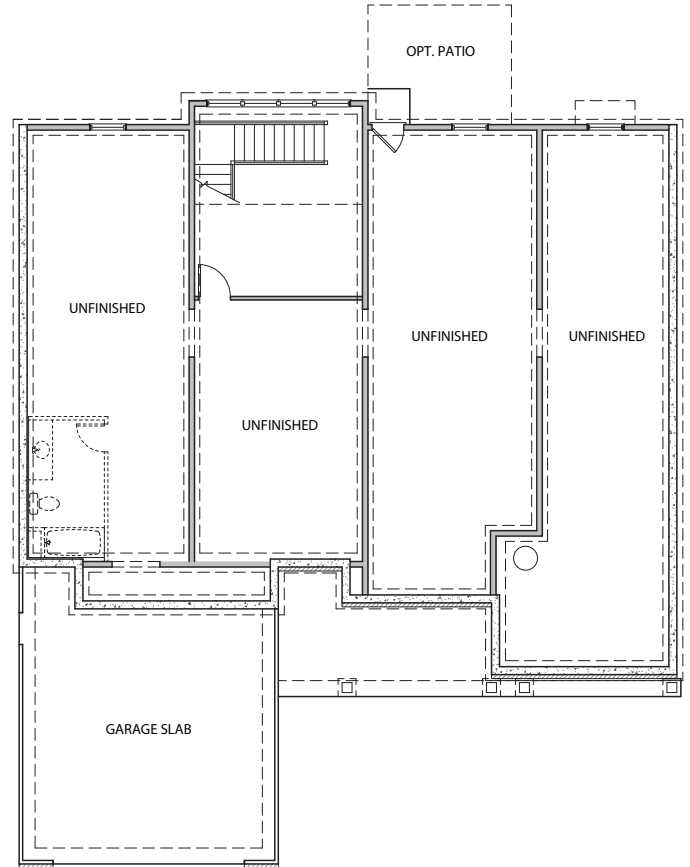
2,100 - 2,241 sq ft



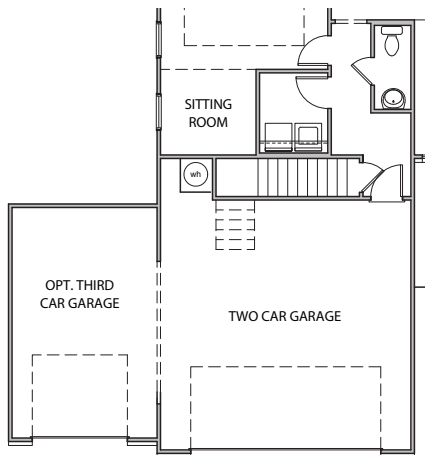
First Floor



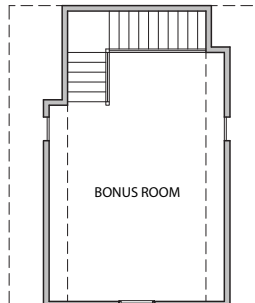
Opt. Basement



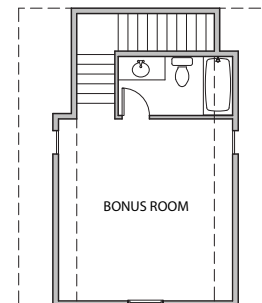
Opt. 3rd Garage Plan



Opt. Second Story



Opt. Second Story with Bath



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 4/10/18

Reynold

5 Bedrooms / 4 Baths

3,268 - 3,640 sq ft



Elevation AA



Elevation BB



Elevation CC



Elevation DD



Elevation EE



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 4/10/18

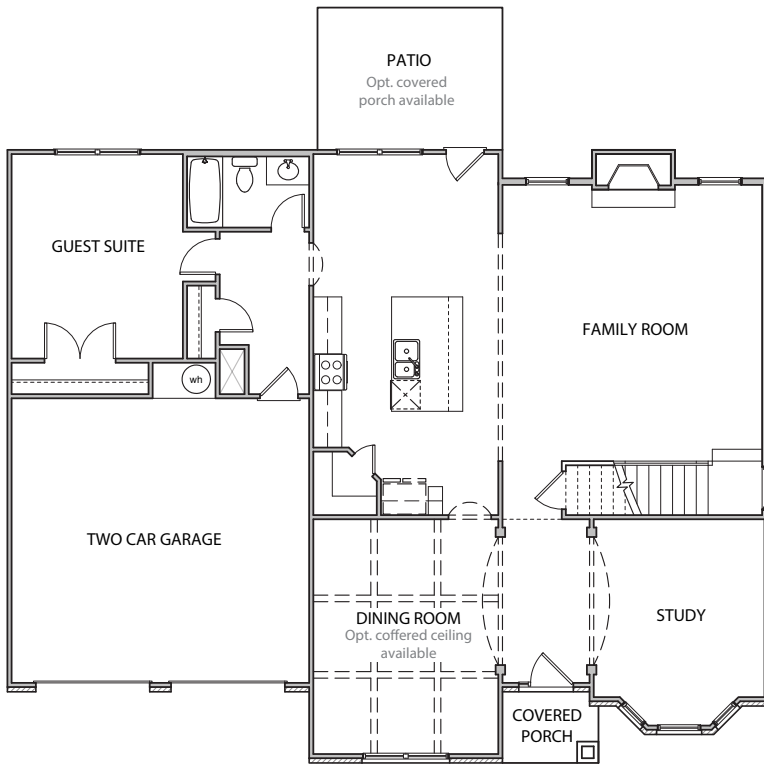
Reynold

5 Bedrooms / 4 Baths

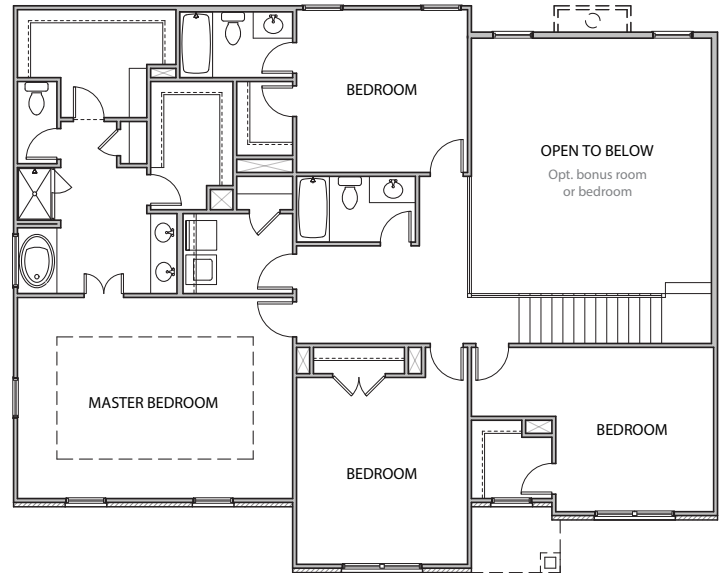
3,268 - 3,640 sq ft



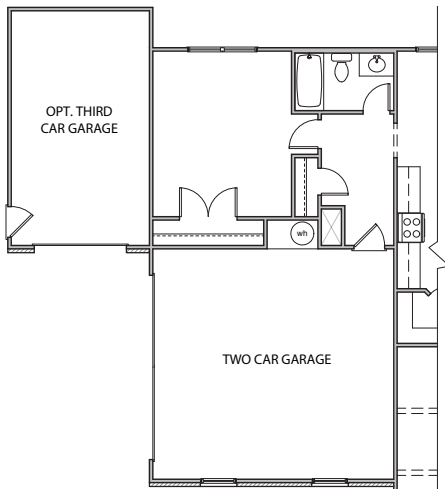
First Floor



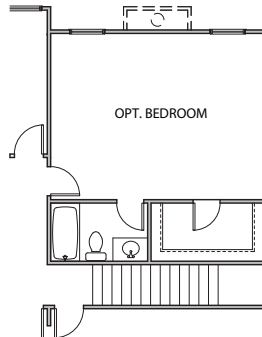
Second Floor



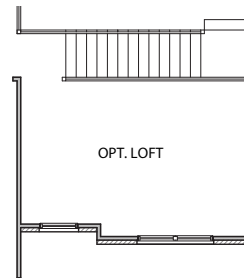
Opt. 3rd Garage Plan



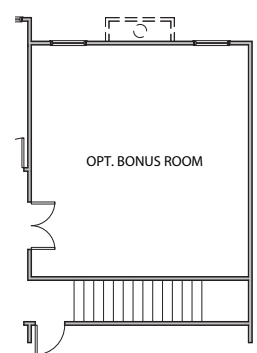
Opt. Bedroom



Opt. Loft



Opt. Bonus Room



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 4/10/18

Richard

5 Bedrooms / 4 Baths

3,963 - 5,008 sq ft



Elevation AA



Elevation BB



Elevation CC



Elevation DD



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 11/16/18

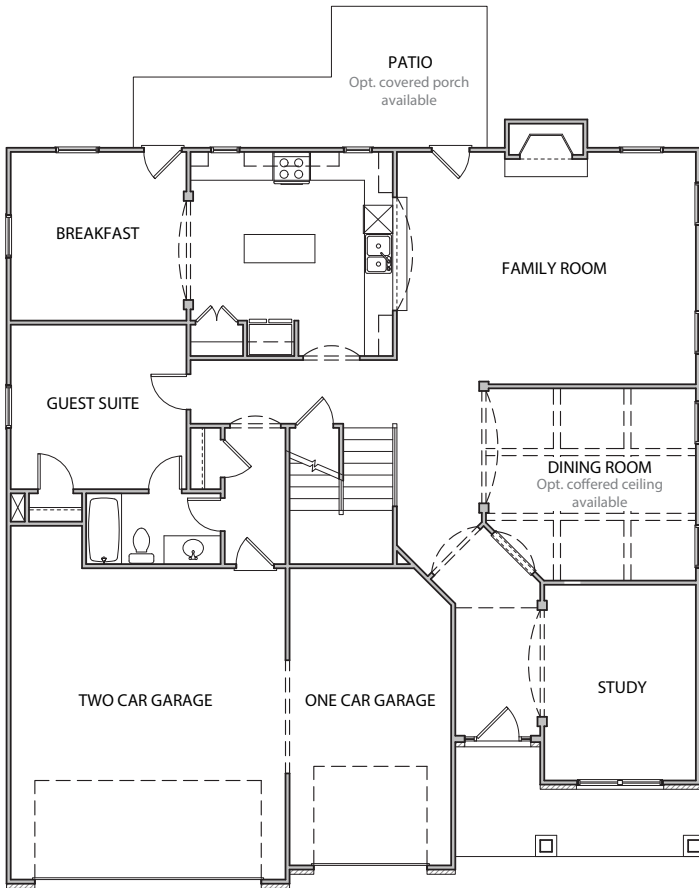
Richard

5 Bedrooms / 4 Baths

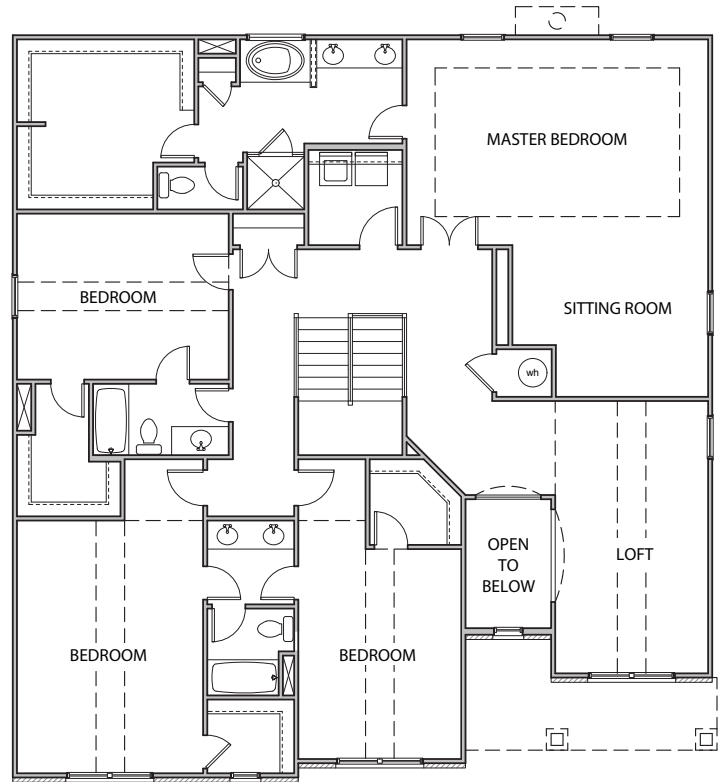
3,963 - 5,008 sq ft



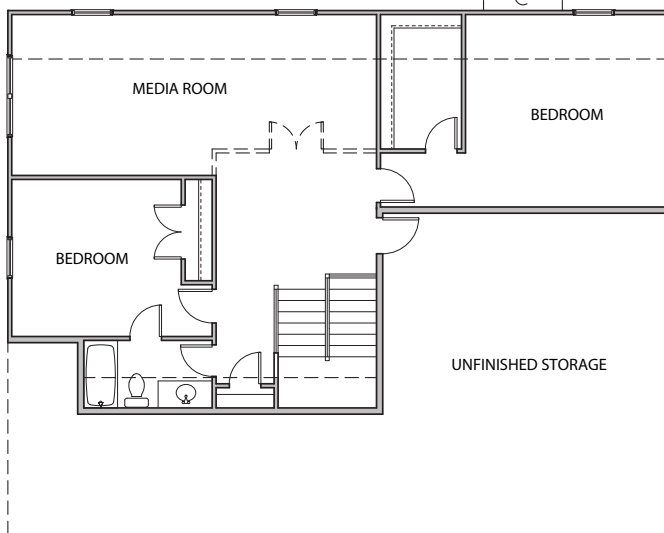
First Floor



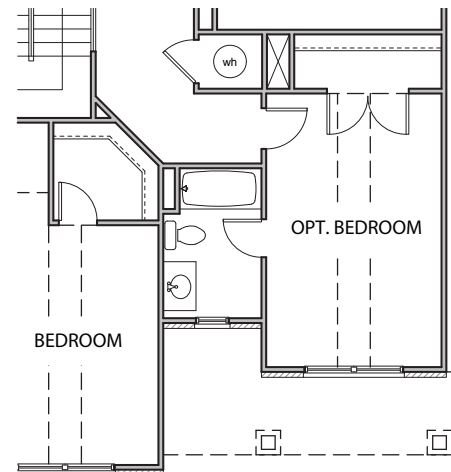
Second Floor



Opt. Third Floor



Opt. Bedroom



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 11/16/18

Thomas

4 Bedrooms / 3.5 Baths

2,816 - 3,209 sq ft



Elevation AA



Elevation BB



Elevation CC



Elevation DD



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 4/10/18

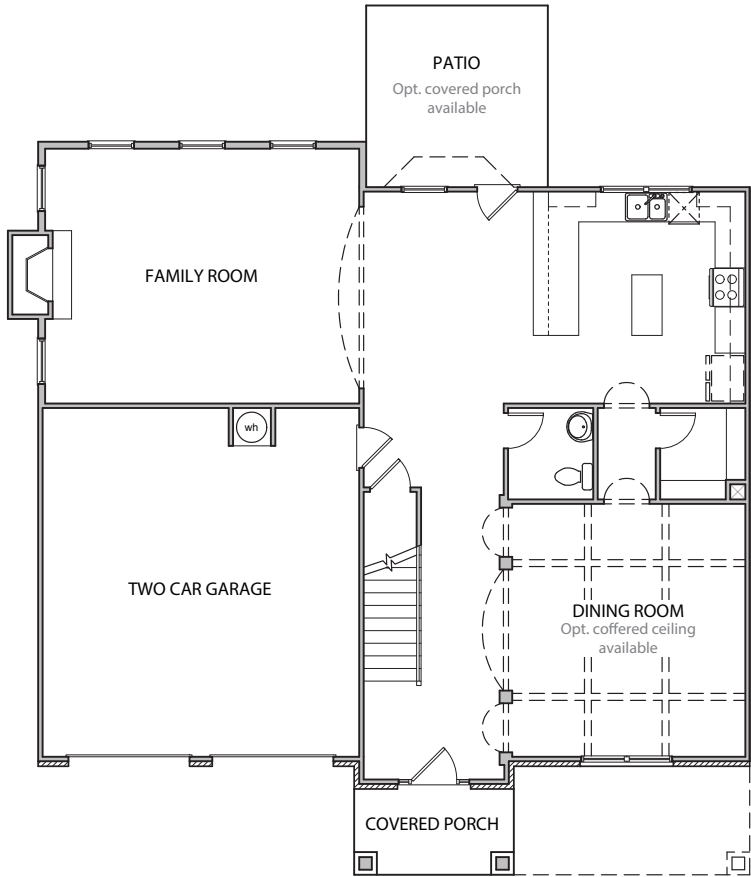
Thomas

4 Bedrooms / 3.5 Baths

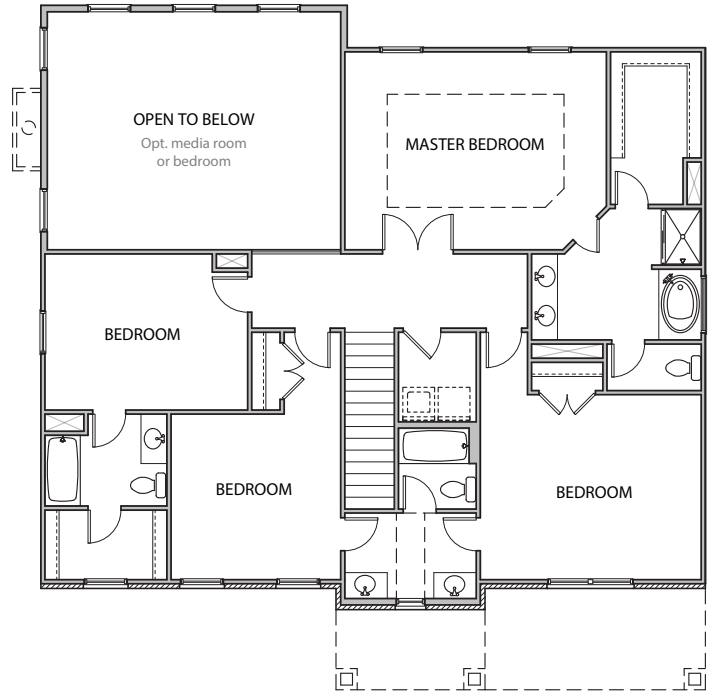
2,816 - 3,209 sq ft



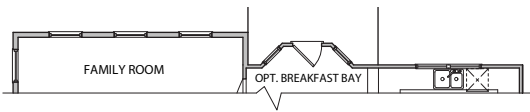
First Floor



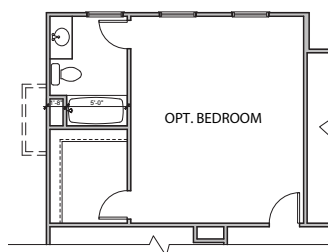
Second Floor



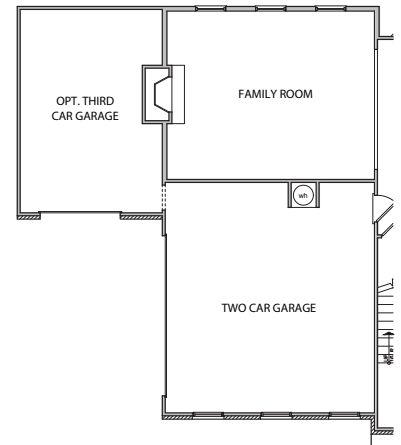
Opt. Bay Window



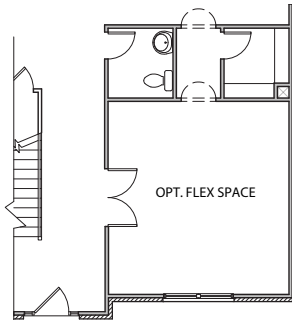
Opt. Bedroom



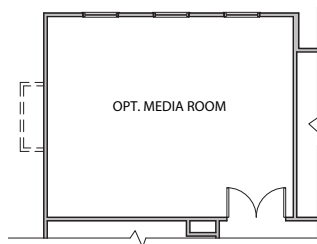
Opt. Third Car Garage



Opt. Flex Space



Opt. Media Room



Floor plan details & final decisions to be decided by Kerley Family Homes. This is for information purposes only. Please contact onsite agent for details regarding availability, lots, & options. Updated 4/10/18

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: M19-007 for a Public Hearing Seeking a Modification for a Condition

DATE: February 25, 2020

SUBJECT: M19-007 for a Public Hearing Seeking a Modification for a Condition

REFERENCE:

CONCLUSION:

M19-007 for a Public Hearing Seeking a Modification for a Condition Requiring a 70 ft. lot width at the Building line on 5 lots (CDRA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
M19-007 Presentation	Cover Memo	2/19/2020
Council Memo_M19-007 Modification	Cover Memo	2/19/2020

City of South Fulton

MAYOR &
CITY
COUNCIL

South Fulton Arts Center
4645 Butner Road
7:00 PM

February 25, 2020

Page 64 of 438

City of South Fulton | February 25, 2020



M19-007

Modification request to modify condition 3a of Case 2003Z-102 at Bedford Estates on Thaxton Road

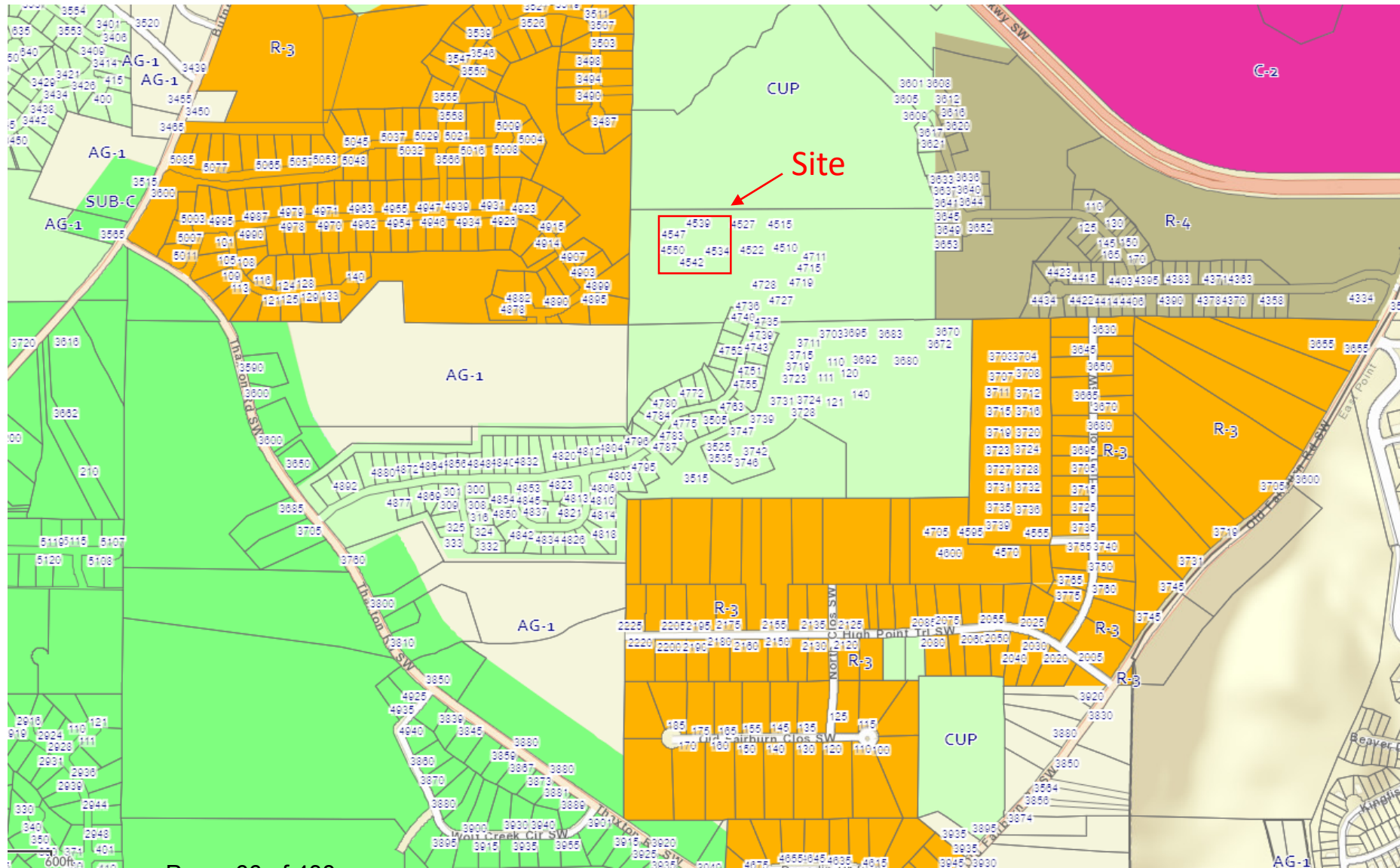
- Deferred by Mayor and Council at the January 28, 2020 meeting for 30 days

Mayor & Council
City of South Fulton
February 25, 2020





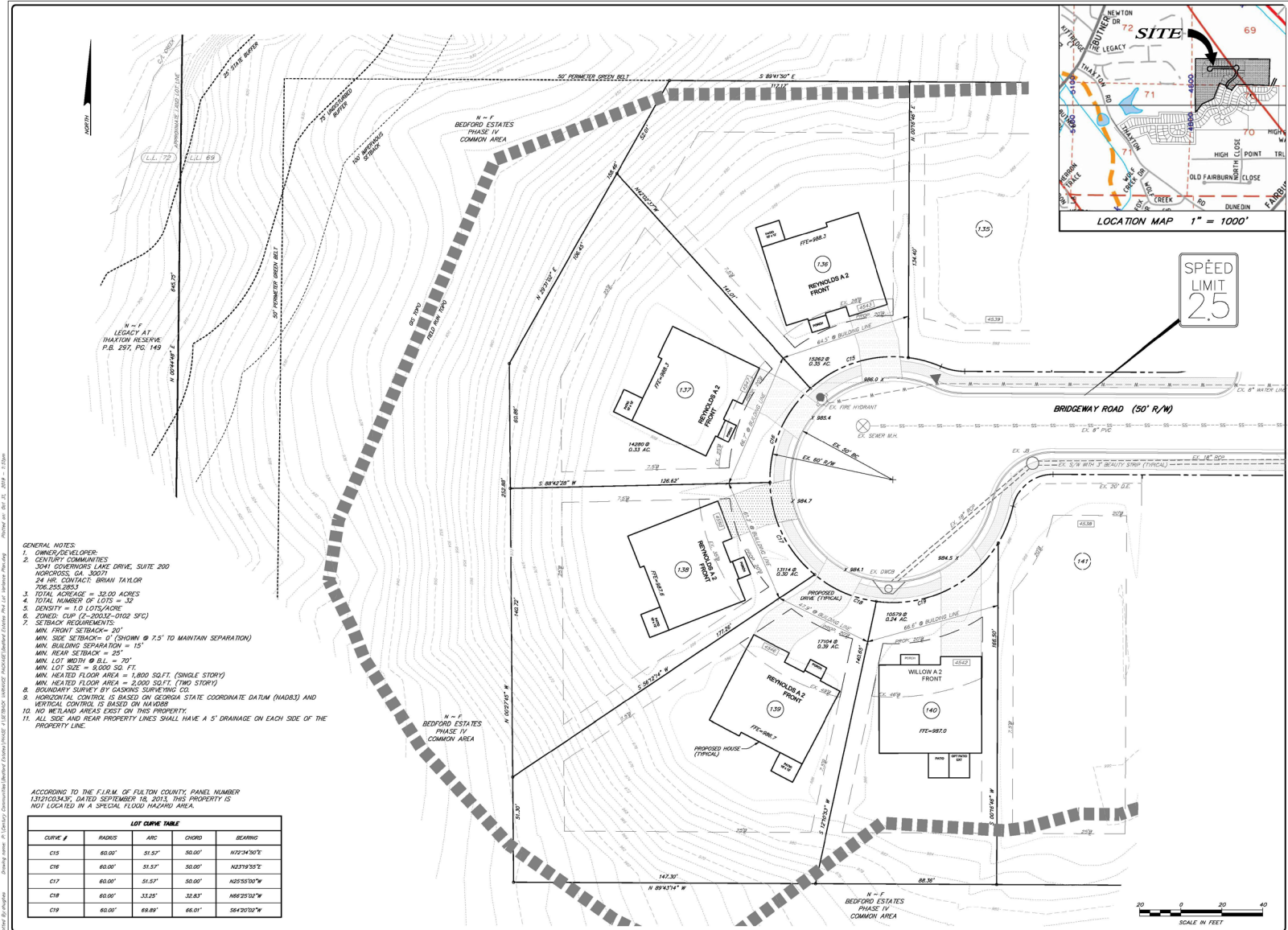
SURROUNDING
ZONINGS





Site Plan

- The modification includes five parcels.
- The undeveloped sites are part of the next phase in a CUP originally approved in 2003.
- The applicant intends to change the condition requiring a 70ft lot width at the building line for 5 lots (which would vary as shown below):
 - Lot 136: 64.5 feet
 - Lot 137: 66.7 feet
 - Lot 138: 61.2 feet
 - Lot 139: 47.9 feet
 - Lot 140: 66.6 feet



Gaskins
Professional Surveyors & Engineers, Inc.
1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
Phone: 404.525.1111
Fax: 404.525.1112
www.gaskinsurvey.com

BEDFORD ESTATES
PHASE IV LOTS 136-140
LOCATED IN L.L. 69
144th DISTRICT
CITY OF SOUTH FULTON
FULTON COUNTY, GA

REVISIONS	
REV.	DATE / REVISION / REFERENCE
3/4	

SHEET TITLE:
ZONING MODIFICATION PLAN

PROJECT I.D.: 1902034
FIELD BOOK: N/A
DRAWN BY: NIB
CHECKED BY: N/A
SCALE: 1"=20'
ISSUE DATE: 10/29/19
SHEET NUMBER: 1



Case Facts

Z2003-102 condition 3a states:

3. To the owner's agreement the following site development regulations:

a. Development Standards

Minimum Front Yard: 20 feet

Minimum Rear Yard: 25 feet

Minimum Side Yard: 0 feet

Minimum Building Separation: 15 feet

Minimum Lot Width at the Building Line: 70 feet

The Developer wants to modify condition 3a to reduce the minimum lot width at the building line which the applicant intends to vary.



Staff Recommendation

Approval of reduction of lot width on five properties

GOVERNMENT OF THE CITY OF SOUTH FULTON

ODIE DONALD II
CITY MANAGER



SHAYLA REED
DIRECTOR
COMMUNITY AND REGULATORY AFFAIRS

MEMORANDUM

TO: City of South Fulton Mayor and Council

FROM: Planning and Zoning Division

SUBJECT: **Zoning Items for the February 25, 2020 Council Meeting**

DATE: February 10, 2020

Item	Case No.	Request	Staff Recommends	Planning Commission Recommends
1	Z19-006	Public Hearing- applicant is seeking to rezone from AG1 to CUP for a residential sub-division.	Approval of rezoning request with conditions	Approval of rezoning request with conditions
2	M19-007	Public Hearing- modification for a condition requiring a 70 ft lot width at the building line on 5 lots.	Approval	n/a

M19-007

GOVERNMENT OF THE CITY OF SOUTH FULTON

ODIE DONALD II
CITY MANAGER



SHAYLA REED
DIRECTOR
COMMUNITY DEVELOPMENT AND
REGULATORY AFFAIRS

MEMORANDUM

TO: City of South Fulton Mayor and Council
FROM: Planning & Zoning Division
SUBJECT: **M19-007 for a Modification of Z2003-102 (Bedford Estates)**
MEETING DATE: February 25, 2020

To consider a modification to a condition identified in zoning case 2003Z-102 (3.a). The intent of the modification is to reduce the lot width on five properties.

STAFF RECOMMENDATION: APPROVAL

cc: Diane White, City Clerk

APPLICATION INFORMATION

Applicant Information:	Brandon Richardson for Century Communities of Georgia LLC 3091 Governors Lake Drive Norcross, GA 30071
Status of Applicant:	Property owner
City Council District(s):	2
Parcel ID Number:	14F0069 LL0483, 14F0069 LL0491, 14F0069 LL0509, 14F0069 LL0517, 14F0069 LL0525
Area of Property:	Lot 136: 0.35 acres, Lot 137: 0.33 acres, lot 138: 0.30 acres, lot 139: 0.39 acres, lot 140: 0.24 acres
Current/Past Use of the Property:	These are 5 vacant lots
Prior Zoning Cases/History:	Z-2003-0102 request to rezone from Sub-C (Suburban Dwelling) and AG-1 (Agricultural) to CUP (Community Unit Plan). Approved with conditions.
Surrounding Zoning:	<u>North</u> : CUP (Community Unit Plan) and AG-1 (Agricultural District) <u>South</u> : R-4 (Single Family Dwelling District), AG-1 (Agricultural District), Sub C (Suburban Single-Family Dwelling District) <u>East</u> : Sub-C (Suburban Single-Family Dwelling District) and AG-1 (Agricultural District) <u>West</u> : R-3 (Single Family Dwelling District)
2035 Future Land Use Designation:	Suburban Neighborhood.
Compatibility to the Fulton County 2035 Comprehensive Plan:	The proposed modification does align with the Comprehensive Future Land Use Designation.
Overlay District:	Cliftondale Overlay
Public Utilities:	Water service is provided to these sites by City of Atlanta. Sewer service is available to the site by Fulton County.
Public Services:	Police and Fire services are available to the site by the City of South Fulton.

Transportation:

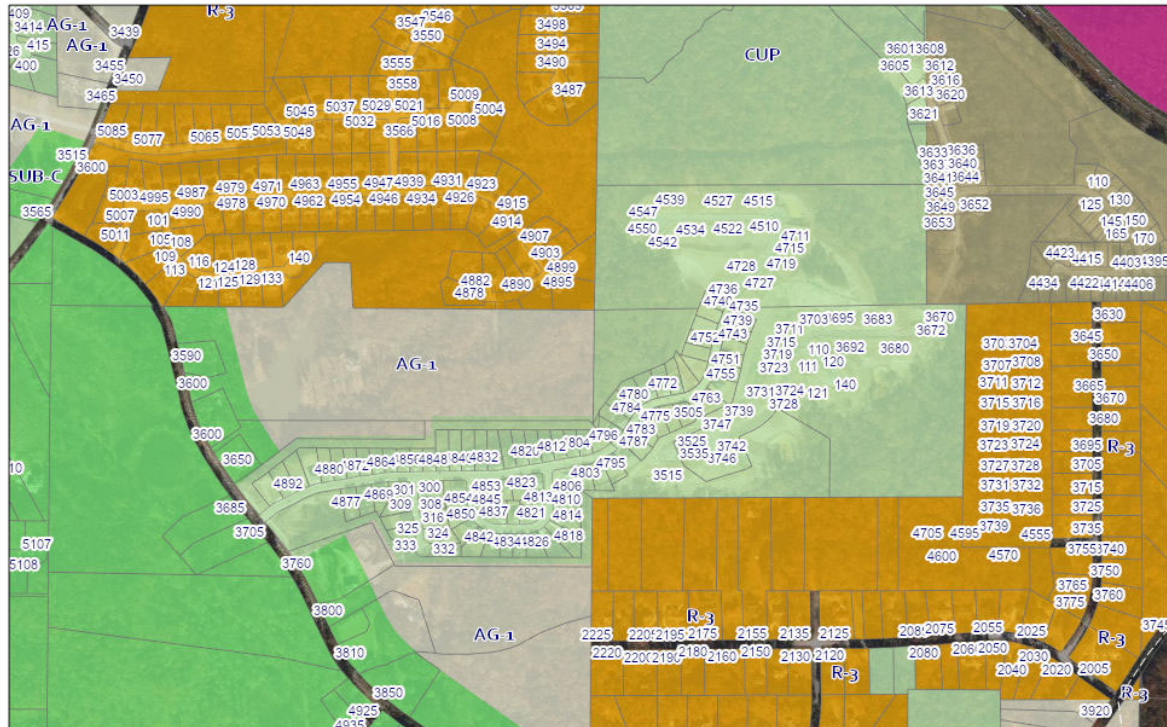
Street: Bridgeway Road

Classification: Local Road

Public Transit: MARTA is approximately 1.5 miles away

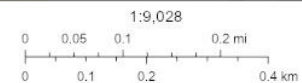
Bike/Pedestrian Access: Sidewalks will be available on both sides of Bridgeway Road.

COSF ArcGIS Web Map



12/26/2019, 3:42:31 PM

- Address Points
- County Parcels All
- City Limits
- Current Zoning
 - AG-1 (Agricultural)
 - C-2 (Commercial)
 - R-3 (Single Family Dwelling)
 - R-4 (Single Family Dwelling)
- CUP (Community Unit Plan)



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user

Web AppBuilder for ArcGIS
City of South Fulton, GA

CONDITION(S) TO BE MODIFIED:

Z2003-102 condition 3a states:

3. To the owner's agreement the following site development regulations:

a. Development Standards

Minimum Front Yard: 20 feet

Minimum Rear Yard: 25 feet

Minimum Side Yard: 0 feet

Minimum Building Separation: 15 feet

Minimum Lot Width at the Building Line: 70 feet

M19-007 for a Modification to Bedford Estates

Meeting date February 25, 2020

Page 3 of 5

*Whereas, this request is to modify condition 3a to reduce the minimum lot width at the building line which the applicant intends to vary:

- Lot 136: reduce lot width to 64.5 feet
- Lot 137: reduce lot width to 66.7 feet
- Lot 138: reduce lot width to 61.2 feet
- Lot 139: reduce lot width to 47.9 feet
- Lot 140: reduce lot width to 66.6 feet

PUBLIC PARTICIPATION

The applicant held a public meeting at the Wolf Creek Library on December 18, 2019. No members of the public attended this meeting.

No members of the public attended the staff-hosted Community Zoning Information Meeting on December 12, 2019 to learn more about the project.

STAFF COMMENTS

Engineering: None provided

Environmental: None provided

Public Works: None provided

Transportation: None provided

MARTA: None provided

Fulton County Schools: None provided

Fire: None provided

Legal: None provided

PLANNER'S RECOMMENDATION

Staff's recommendation is **APPROVAL**.

PREPARED BY:

Marissa Jackson, Planner

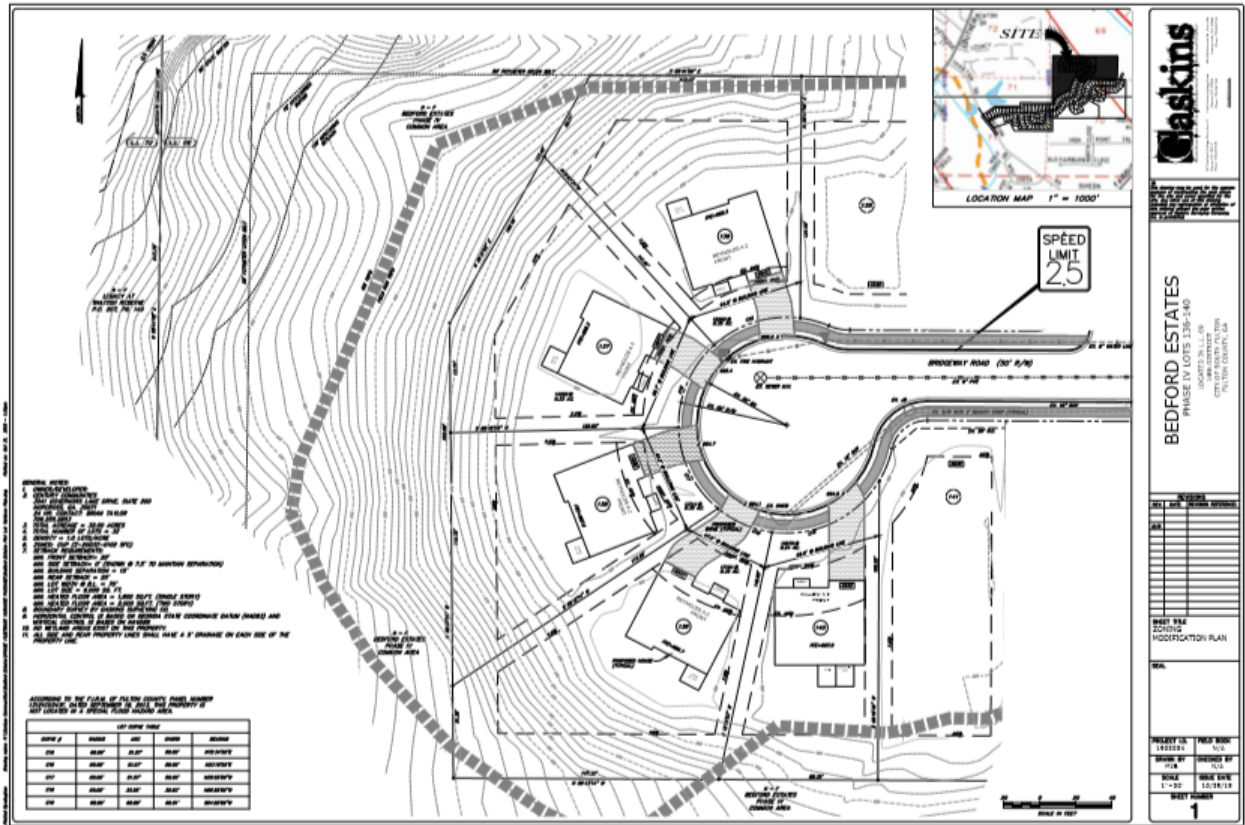
Ryan Anderson, Senior Planner

REVIEWED BY:

Allison Duncan, Deputy Director

Shayla Reed, Director

Site Plan



M19-007 for a Modification to Bedford Estates
 Meeting date February 25, 2020
 Page 5 of 5

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: January 2020 Financial Report

DATE: February 25, 2020

SUBJECT: January 2020 Financial Report

REFERENCE:

CONCLUSION:

Chief Financial Officer's presentation of the January 2020 Financial Report (Finance)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
January 2020 Financial Report	Cover Memo	2/19/2020



CITY OF SOUTH FULTON

FINANCIALS FOR THE MONTH ENDED JANUARY 31, 2020
AS OF FEBRUARY 13, 2020

PRESENTED BY

FRANK S. MILAZI, CPFA, CPFIM
CHIEF FINANCIAL OFFICER

FINANCIAL
REVIEW YTD
JANUARY 2020

General Fund Financial Highlight

The City of South Fulton ended its fourth month of fiscal year 2020 with a combined balance of **\$25.9M** in net cash flow. This will support the City's ongoing commitments as budgeted in the 2020 fiscal year.

To date, the General Fund has generated **\$42.9M in revenue** with **\$17M in General Fund expenditures**.

The City has collected **57%** of its budgeted revenues YTD. While the City's General Fund expenditures are operating at **9% less** than budget to date. This trend is expected to lessen as the year progresses.

REVENUE	2020 Budget	YTD Revenue
Property Taxes	31,159,536	23,015,048
Motor Vehicle	300,000	223,138
Franchise	2,400,000	1,456,229
Local Option Sales Tax	25,000,000	7,129,342
Business and Occupation	2,024,000	214,740
Other Taxes	5,235,000	7,220,775
Licenses and Permits	2,058,500	1,619,097
IGA FID and City of Atl	4,395,994	1,233,333
Charges for Services	532,920	231,016
Municipal Court	340,000	195,542
Other Revenue	376,000	336,325
Transfer From Other Funds	1,000,002	-
TOTAL REVENUES	74,821,952	42,874,587

ACCOUNT DESCRIPTION	2020 Budget	YTD Expenditure
District Total	1,378,272	337,417
City Clerk	1,018,844	553,427
Mayor	321,782	59,448
City Manager	1,459,784	312,530
Finance	1,999,943	502,189
Contracts & Procurement	437,460	91,191
Law	600,000	227,718
Information Technology	2,610,614	945,618
Human Resources	759,665	182,007
Risk Management	128,997	12,049
Communications	821,824	169,272
General Administrative Services	4,392,330	1,329,144
Municipal Court	1,015,083	275,806
Police Administration	15,782,032	3,963,643
Fire Administration	15,077,545	3,634,499
Public Works	7,758,667	2,315,668
Parks And Recreation	4,871,052	1,057,467
Cultural Affairs	968,799	-
Community and Regulatory Affairs	5,002,590	920,489
Economic Development	768,025	86,059
Debt Service/ Interfund Transfers	3,100,002	-
GENERAL FUND EXPENDITURES TOTALS	70,273,310	16,975,640
Excess (Deficit) of Revenues over (under) Expenditures	4,548,642	25,898,946

CITY OF SOUTH FULTON
GENERAL FUND

STATEMENT OF
REVENUES &
EXPENDITURES

FOR THE MONTH ENDING
JANUARY 31, 2020

FINANCIAL REVENUE
REVIEW YTD
JANUARY 2020

Revenue Highlight

Below is a highlight of General Fund revenues for the month ending January 2020.

Property tax revenue of \$518K collected in January is **9%** of the General Fund revenue for the month of January.

LOST revenue is **46%** of the General Fund revenue collected in January. This activity outpaced the expected budget amount by **\$567K**.

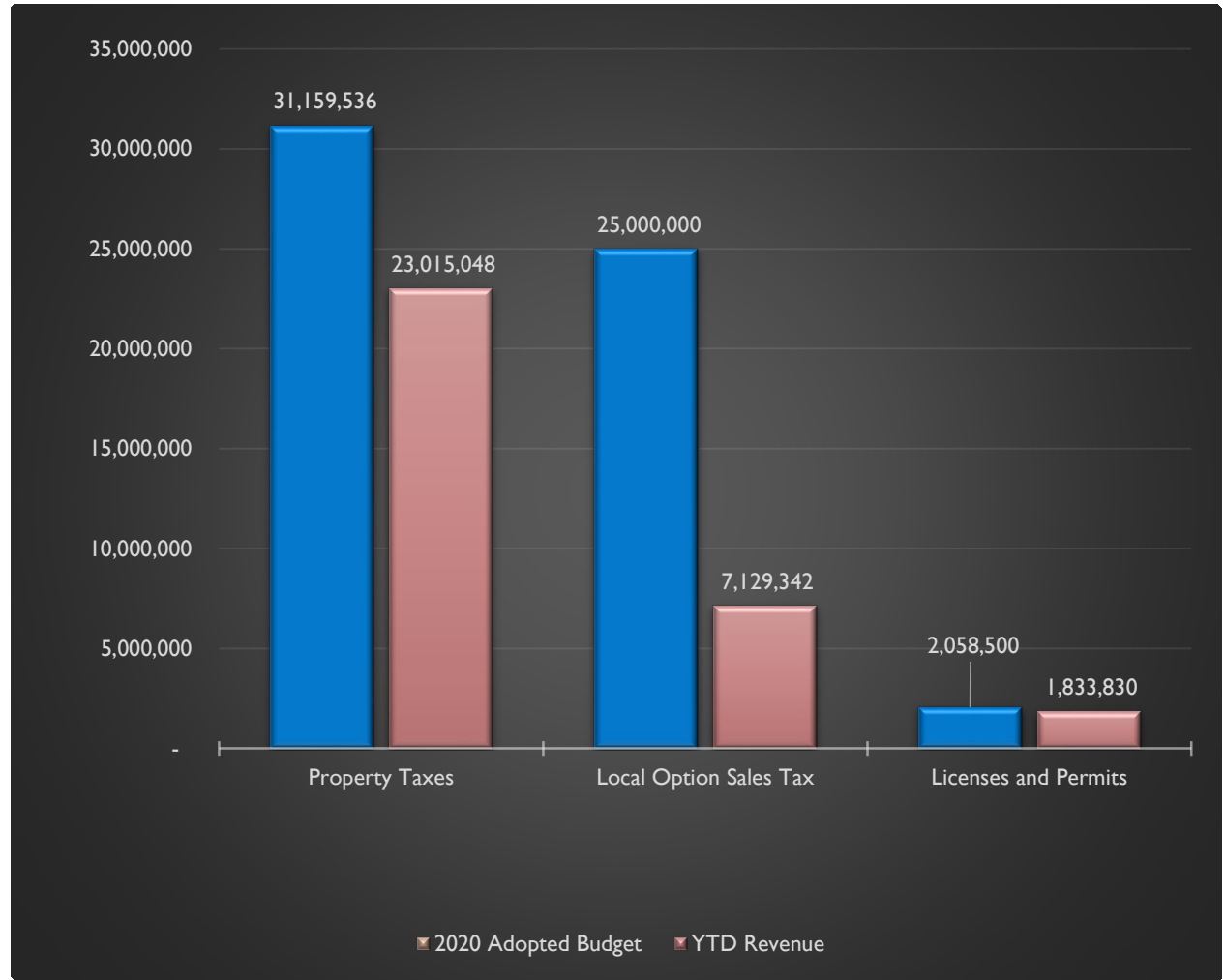
TSPLOST Funds are coming in on a steady basis since September 2019. The consistence cash inflow will enable the City to finish all approved TSPLOST Projects. **\$4M has been received in 2020 fiscal year.**

Revenues are coming in as projected to cover expenditures projections.

City of South Fulton - General Fund
 Summary of Revenues
 For the Month Ending January 31, 2020

REVENUE	Monthly Budget	Jan-20	Variance	2020 Adopted Budget	YTD Revenue	% of Total YTD Revenue
Property Taxes	2,596,628	518,753	2,077,875	31,159,536	23,015,048	54%
Motor Vehicle	25,000	74,759	(49,759)	300,000	223,138	1%
Franchise	200,000	1,456,299	(1,256,299)	2,400,000	1,456,229	3%
Local Option Sales Tax	2,083,333	2,650,082	(566,749)	25,000,000	7,129,342	17%
Business and Occupation	168,667	78,299	90,368	2,024,000	214,740	1%
Other Taxes	436,250	24,872	411,378	5,235,000	7,220,775	17%
Licenses and Permits	171,542	290,250	(118,708)	2,058,500	1,619,097	4%
IGA FID and City of Atl	366,333	308,333	58,000	4,395,994	1,233,333	3%
Charges for Services	44,410	49,733	(5,323)	532,920	231,016	1%
Municipal Court	28,333	51,424	(23,090)	340,000	195,542	0%
Other Revenue	31,333	262,597	(231,264)	376,000	336,325	1%
Transfer From Other Funds	1,000,002	-	-	1,000,002	-	0%
TOTAL REVEUNES	7,151,831	5,765,400	386,429.37	74,821,952	42,874,587	100%

BUDGETED VS ACTUAL REVENUE IN PRIMARY CATEGORIES



City of South Fulton - All Funds
Summary of Revenues
For the Month Ending January 31, 2020

ACCOUNT DESCRIPTION	2020 Adopted	Jan-20	YTD Revenue
General Fund (includes Court Operations)	74,821,952	5,765,406	42,874,587
Older Americans	-	-	-
Confiscated Assets	-	-	-
E-911 Fund	-	-	-
Restricted Grants	5,064,602	-	-
Hotel Motel	240,000	12,849	42,519
T-SPLOST	17,592,330	-	4,192,278
Capital Grants	1,222,516	1,222,517	1,222,517
Capital	9,499,348	17,020,000	17,020,000
Solid Waste	520,000	87,650	160,397
Court	-	-	-
TOTAL REVEUNES	108,960,748	24,108,422	65,512,297

FINANCIAL
REVIEW YTD
JANUARY 2020

Expenditure Highlight General Fund

The following table is a summary of General Fund expenditures for the current year to date ending 31 January, 2020.

Average expenditures are operating at **24%** of the budgeted amount year to date.

The URA debt was closed on 12/31/2019 for \$17,020,000. The first debt service payment of interest in the amount of \$284K was paid on 02/01/2020 per debt schedule.

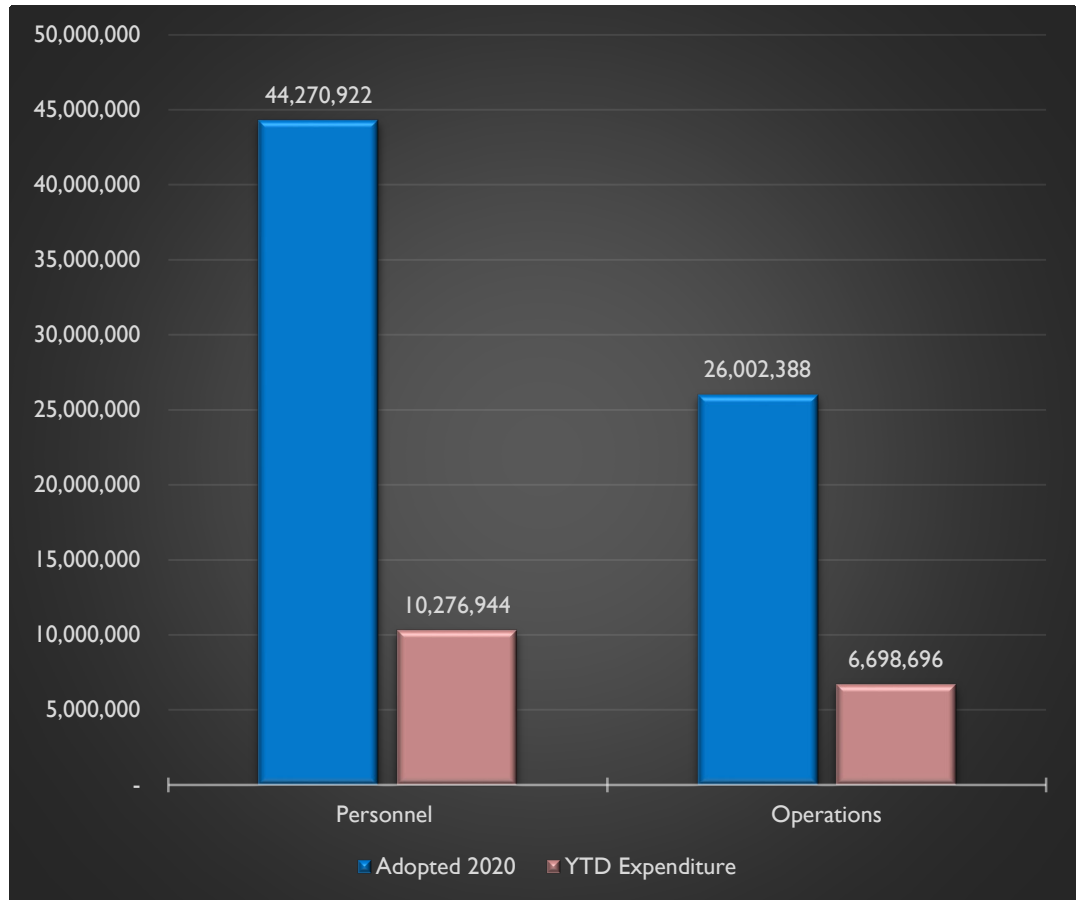
The City is operating within the budgeted projections of expenditure amounts.

City of South Fulton - General Fund
Summary of Expenditures
For the Month Ending January 31, 2020

ACCOUNT DESCRIPTION	Monthly Budget	Jan-20	Variance	Adopted 2020 Budget	YTD Expenditure	% used
District Total	114,856	69,653	45,203	1,378,272	337,417	24%
City Clerk	84,904	55,678	29,225	1,018,844	553,427	54%
Mayor	26,815	18,310	8,505	321,782	59,448	18%
City Manager	121,649	71,037	50,611	1,459,784	312,530	21%
Finance & Administrative Services	166,662	107,075	59,587	1,999,943	502,189	25%
Contracts & Procurement	36,455	19,428	17,027	437,460	91,191	21%
Law	50,000	195,973	(145,973)	600,000	227,718	38%
Information Technology	217,551	92,933	124,618	2,610,614	945,618	36%
Human Resources	63,305	46,198	17,107	759,665	182,007	24%
Risk Management	10,750	-	10,750	128,997	12,049	9%
Communications	68,485	58,824	9,662	821,824	169,272	21%
General Administrative Services	366,028	191,240	174,787	4,392,330	1,329,144	30%
Municipal Court	84,590	61,293	23,297	1,015,083	275,806	27%
Police Administration	1,315,169	932,053	383,116	15,782,032	3,963,643	25%
Fire Administration	1,256,462	835,249	421,213	15,077,545	3,634,499	24%
Public Works	646,556	588,600	57,956	7,758,667	2,315,668	30%
Parks and Recreation	405,921	258,267	147,654	4,871,052	1,057,467	22%
Cultural Affairs	80,733	-	80,733	968,799	-	0%
Community & Regulatory Affairs	416,883	237,628	179,254	5,002,590	920,489	18%
Economic Development	64,002	28,704	35,298	768,025	86,059	11%
Debt Service/ Interfund Transfers	258,334	-	258,334	3,100,002	-	0%
GENERAL FUND EXPENDITURES TOTALS	5,856,196	4,383,868	1,987,966	70,273,310	16,975,640	24%

BUDGET VS ACTUAL

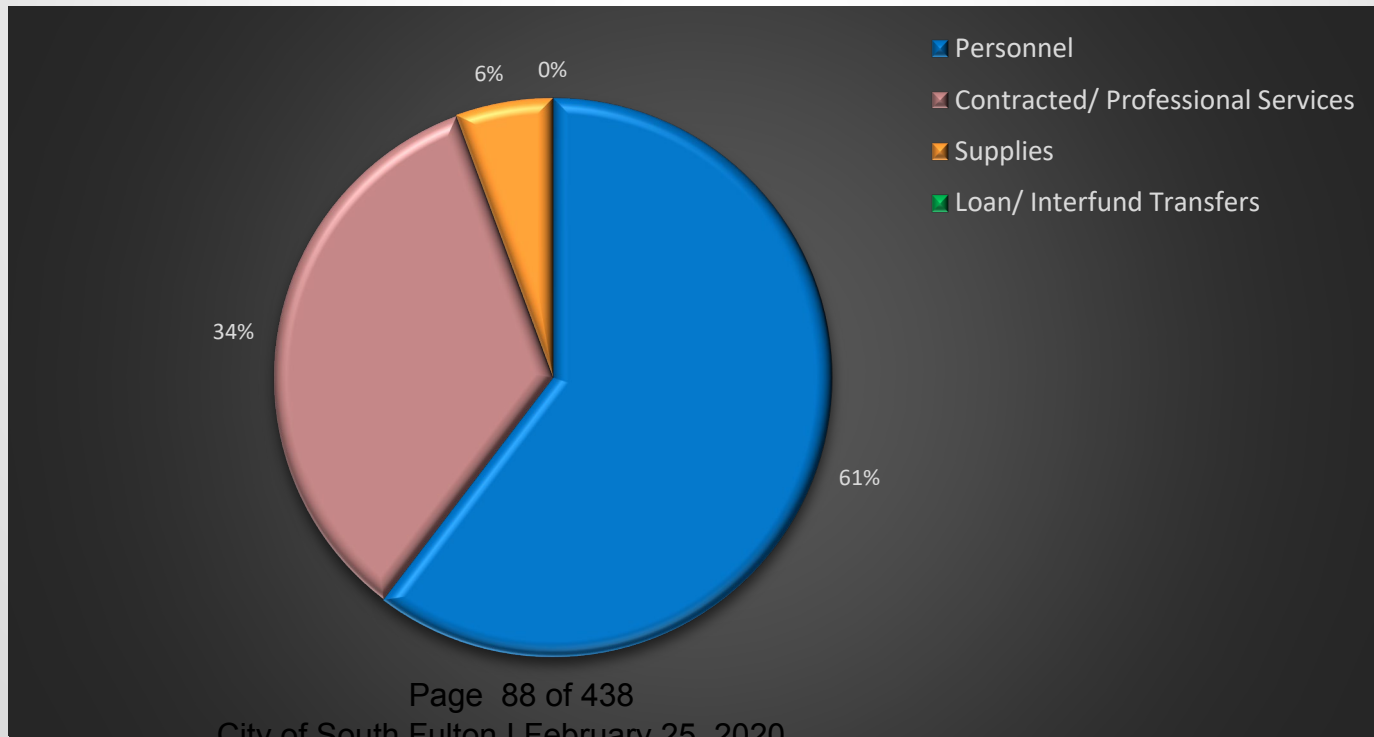
PERSONNEL AND OPERATING EXPENDITURES YEAR TO DATE JANUARY 2020



Personnel and Operational Expenditures are operating under budgeted expenditure amounts at 23% and 26% respectively.

GENERAL FUND EXPENDITURES BY TYPE

Type	Expended YTD
Personnel	10,276,944
Contracted/ Professional Services	5,789,210
Supplies	954,454
Loan/ Interfund Transfers	-
Total Expenditures	16,975,640



FINANCIAL REVIEW YTD JANUARY 2020

Expenditure Highlight – All Funds

The following table is a summary of expenditures for all funds for the month of January 2020.

Overall, the General Fund expended approximately **24%** of the budgeted funds year to date.

Other expenditures in January include Confiscated Assets, E-911, Restricted Grants, Hotel Motel, Capital Projects, TSPLOST, Solid Waste and Debt Service Funds.

City of South Fulton - All Funds
 Summary of Expenditures
 For the Month Ending January 31, 2020

ACCOUNT DESCRIPTION	2020 Adopted Budget	Jan-20	YTD Expenditures
General Fund (includes Court Operations)	70,273,310	3,868,143	16,975,640
Older Americans	10,000	-	-
Confiscated Assets	-	2,934	2,934
E-911 Fund	1,920,000	-	494,081
Restricted Grants	5,064,602	3,388	7,623
Hotel Motel	240,000	8,815	47,688
T-SPLOST	17,592,330	-	121
Capital Grant	1,222,516	-	-
Capital Projects	11,160,089	632,579	2,856,435
Solid Waste	520,000	33,585	71,062
Debt Service	957,901	-	-
TOTAL REVENUES	108,960,748	4,549,444	20,455,584

FY2020 YTD Tax Revenue Highlights as of 1/31/2020

Property Taxes

- Tax year **billing amounts**
 - 2019 - \$27,553,037.49
 - 2018 - \$28,740,792.19
 - 2017 - \$14,414,972.73

- Tax year **collection amounts and rate%**
 - 2019 - \$26,312,962.25 (95.50%)
 - 2018 - \$28,486,110.79 (99.11%)
 - 2017 - \$14,112,886.42 (97.90%)

- Tax year **receivables balances**
 - 2019 - \$1,240,075.24
 - 2018 - \$254,681.40
 - 2017 - \$302,086.31

FY2020 YTD Tax Revenue Highlights

as of 1/31/2020 continued...

■ Hotel Motel Tax

- \$41,648.12 – Fairfield Inn & Suites
- \$317.03 – Health Casino (Air B&B)
- \$554.02 – Wiseman Group LLC (Air B&B)

□ Allocation Totals:

- \$15,944.70 - General Fund
- \$26,574.49 - Convention Visitors Bureau (CVB)

\$42,519.19 – total revenue

FY2020 YTD Tax Revenue Highlights

as of 1/31/2020 continued...

■ Franchise Fee Tax

- \$84,904.19 – Bell South
- \$157,882.03 – Comcast
- \$1,213,512.78 – Greystone Power

\$1,456,299.00 – total revenue

FY2020 YTD Tax Revenue Highlights

as of 1/31/2020 continued...

- **Motor Vehicle Tax** \$223,137.54
- **LOST (Local Option Sales Tax)** \$7,129,342.49
- **TSPLOST (Transportation Special Purpose Local Option Sales Tax)**
\$4,522,163.75
- **Alcohol Excise Tax** \$49,111.02
- **Insurance Premium Tax** \$7,152,62.59

FY2020 YTD Tax Revenue Highlights

as of 1/31/2020 continued...

- **Business License total \$203,896.18**

- **\$203,888.21 – License Fee**
- **\$7.97 – Tax**

- **Total Processed:**

- **39 – New Businesses**
- **102 – Renewals**

FY2020 YTD Tax Revenue Highlights

as of 1/31/2020 continued...

■ **Intangible Tax \$200,098.73**

**a tax levied on gross earnings received from intangible property such as savings accounts, stocks, bonds, accounts receivable, and mortgages.*

■ **Real Estate Transfer Tax \$69,473.52**

**a tax that is levied on the transfer of ownership or title to property from one entity to another.*



THANK YOU !!!

QUESTIONS



GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: City Manager's January 2020 Report

DATE: February 25, 2020

SUBJECT: City Manager's January 2020 Report

REFERENCE:

CONCLUSION:

City Manager's January 2020 Report

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
January 2020 City Manager's Report	Cover Memo	2/19/2020



GOVERNMENT OF THE CITY OF SOUTH FULTON

CITY MANAGER MONTHLY

January 2020

Report



Greetings Honorable Mayor and City Council Members,

I am honored to present a summary of the City's monthly administrative activities.

South Fulton is one of Georgia's largest cities, with a population of more than 100,000 residents, home to more than 1,800 businesses, covering a diverse geographic area of more than 85 square miles. **Leveraging Council's five key priorities (1. Improve Parks and Recreation 2. Improve Public Safety 3. Economic Development 4. Updating Comprehensive & Land Use Plans 5. Create Branding & Messaging)** for the City, our staff is committed to ensuring our residents receive world class customer service, and access to resources that support a safe, inclusive, innovative, and economically vibrant city.

January represents the start of a new calendar year and the beginning of a new decade in which the future of the City continues to shine bright. We have acquired the Southwest Arts Center and are gearing up for the re-grand opening. Additionally, we are on track to launch our customer service initiative and second annual State of the City Address. This report highlights the efficient delivery of services as well as insights into needed resources and strategic adjustments as we start 2020. Key add-ons include an **overview of the City's economic development efforts, expanded details on public safety** activities including confiscated fund reporting, and district report outs focused on **transportation efforts. Please review a summary of the City's successful outcomes from** January of FY2020.

In Service,

Odie Donald II



1. IMPROVE PARKS AND RECREATION

Department Highlights/Accomplishments

- LED Lighting:

Site	Vendor	Status
Cedar Grove Park	GreyStone Power	Completed - 3/20/2019
Clifftondale Recreation Center & Park	GreyStone Power	Completed - 4/11/2019
Burdett Recreation Center & Park	Georgia Power	Completed - 9/30/2019
Burdett Tennis Center	Georgia Power	Completed - 11/5/2019
Canine Crossing	Georgia Power	Completed - 8/13/2019
Cascade Liberty Pocket Park	Georgia Power	Under Construction
Creel Park & Community Building	Georgia Power	Completed - 7/23/2019
Delano Park	Georgia Power	Completed - 7/17/2019
Old National Park	Georgia Power	Completed - 8/27/2019
Sandtown Recreation Center	Georgia Power	Completed - 9/15/2019
Sandtown Recreation Park	Georgia Power	Under Construction
South Fulton Tennis Center	Georgia Power	Under Construction
Trammell Crow Park	Georgia Power	Completed - 7/23/2019
Welcome All Park Recreation Center	Georgia Power	Completed - 12/20/19
Wilkerson Mill Farris Park	Georgia Power	Under Construction

- Program Participation:

Program	January 2020	YTD
Afterschool	185	185
Club 55	76	76
Daily Fitness	367	367
Daily Fitness 55 & Up	293	293
Line Dancing	43	43
Open Gym	240	240
Open Swim	57	57
Open Swim 55 & Up	19	19
Total Body Fitness	0	0
Walking Track	241	241
Yoga	10	10
Youth Basketball	22	22
Total	1,553	1,553



- Baseball Field Conditioning: Parks maintenance is refreshing and conditioning baseball fields at Old National Park, Sandtown Park, and Welcome All Park for the upcoming youth baseball season.
- Swordfish Swim Team: The Swordfish Swim Team competed in the 2020 Columbus Groundhog Swim Meet held in Columbus, GA from January 24 – 26, 2020. It was 3 days of great competition, team building, and opportunities to see young and gifted athletes excel at a sport they love! The South Fulton Swordfish Swim Team took several elite swimmers to compete and their fans were not disappointed. The senior girls shocked the competition and won the bronze medal in the final relay race.

Project Status

Project	Status	Task Remaining
City-wide Concessions	In Progress	RFP is currently posted and open for bids
LED Lighting Upgrades	In Progress	Exterior lighting upgrades have been completed at 12 parks with four (4) remaining parks currently under construction
KaBoom Grant	In Progress	Grant application completed; Land issues under review pending resolution with Fulton County Schools
Parks Master Plan	In Progress	Initial Steering Committee meeting has taken place and Public Focus Group meetings will begin in February 2020
STEM Programming	In Progress	Program has launched and is actively programming four (4) days a week
Tennis Court Resurfacing	In Progress	Bid selection finalized; Pending agenda item for Council consideration



2. IMPROVE PUBLIC SAFETY -
CODE ENFORCEMENT, POLICE AND FIRE

Code Enforcement and Code Board

SeeClickFix Violations

	January 2020	YTD
Open	32	32
Closed	139	139
Total	171	171

Violations Reported in Edmunds

	January 2020	YTD
Open	91	91
Closed	68	68
Total	159	159

Code Enforcement Board

	January 2020	YTD
Code Board Cases	70	70
Municipal Court	1	1

**Average cases include maintenance of property (trash, debris, and high weeds), junk vehicles, and property maintenance violations.*



Fire Department

CRR - South Fulton Fire Rescue Monthly Report - January 2020		
Fire Rescue Activities	Current Month	YTD
COLUMN #1:		
Emergency Call Volume		
Fire	64	158
Overpressure Rupture, Explosion, Overheat	0	7
EMS/Rescue	712	2,839
Hazardous Condition	22	115
Service Calls	120	521
Good Intent Calls	330	1,357
False Alarms & False Calls	86	277
Severe Weather/Natural Disaster	0	0
Special Incident Types	0	3
Non-Specific	1	1
Total	1,335	5,278
Average Response Time		6:59
COLUMN #2		
Community Risk Reduction (CRR) Activities		
Company Level Inspections	4	257
CRR Final and Existing Business Inspection Requests	31	84
Company Level Inspections - Vacant Buildings	0	0
COLUMN #3		
Fire Safety Education		
Number of Classes	1	52
Number of Students	66	4,248
Number of Special Events	2	9
Number of Persons Contacted	106	202
Number of Apparatus Requests	2	49



COLUMN #4		
Homes Visited	26	55
Smoke Detectors Installed (via fire station requests)	6	52
COLUMN #5		
Fee Schedule Collection		
Fire Safety Inspections	\$ 1,275.00	\$ 7,500.00
Personal Care Homes/ Day Care Inspections	\$ 2,225.00	\$ 2,850.00
Fire Alarm Reviews	\$ -	\$ 342.00
Fire Sprinkler Review	\$ 60.00	\$ 991.50
Blasting Permits	\$ -	\$ 300.00
Open Records Request	\$ 15.00	\$ 50.00
Special Events	\$ -	\$ -
Combustible Permits	\$ -	\$ -
Fireworks Permits	\$ -	\$ -
Business Inspections	\$ -	\$ -
Burn Permits	\$ -	\$ -
Tent Permit	\$ -	\$ -
Fire Extinguisher Training	\$ -	\$ -
2020 Year-To Date Total	\$ 3,575.00	\$ 12,033.50

**The YTD numbers reported above are for fiscal year 2020 (FY20).*

Department Updates

- On Thursday, January 9, 2020, Kaiser Permanente partnered with the Human Resources Department to provide a Mental Health Course for South Fulton Fire Rescue Firefighters.
- On Thursday, January 27, 2020, the South Fulton Fire Rescue Department held the “Push-In” Ceremony for the two (2) new fire engines.
- The South Fulton Fire Rescue Department completed a total of 2,660 hours of training for the month of January 2020.



Police Department

28 DAY COMPSTAT								
Crime by MONTH	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
AGG ASSAULT - GUN	1	1	1	5	2	5	7	22
AGG ASSAULT - OTHER WEAPON	1	1	4		1	3	1	11
AGG BATTERY							1	1
BURGLARY - FORCED ENTRY - RESIDENCE	2	3		3		2	4	14
BURGLARY - FORCED ENTRY - NONRESIDENCE	1	3		1			1	6
BURGLARY - NO FORCED ENTRY - RESIDENCE	1		1	2	3			7
BURGLARY - NO FORCE ENTRY - NON RESIDENCE	1				2			3
ARSON		1			1			2
MURDER	1							1
RAPE	1							1
ROBBERY - BUSINESS								0
ROBBERY - STREET	1	2	1	2	1			7
THEFT - ARTICLES FROM VEHICLE	8	8	11	8	13	2	8	58
THEFT - OTHER OFFENSES	11	17	14	18	9	11	5	85
THEFT BY TAKING AUTO	3	5	5	7	11	7	12	50
TOTALS	32	41	37	46	43	30	39	268

Department Updates

- The South Fulton Police Department collaborated with the Governor's Office of Highway Safety (GOHS), Georgia State Patrol (GSP) and Fairburn Police Department for Operation Thunder for three days which consisted of safety check points throughout various locations within the City of South Fulton.
- On Friday, January 10, 2020, five (5) Police Officers graduated from the Field Training Program.
- The South Fulton Police Department currently has five (5) recruits in the Basic Law Enforcement Academy.
- The South Fulton Police Department Field Operations Division responded to 5,973 Calls for Service during the month of January and had an average response time of 11:43.



Confiscated Funds

Analysis provided by the Finance Department of Confiscated Funds is reviewed and updated periodically. There has been no update to the information since the November 2019 Report.

Balance Sheet, Revenue, Expenditures and Fund Balances		
Assets		
Account ID	Account Description	2020
210-11-1111	COSF Police Custodial Funds	\$ 135,157
	Total Assets	\$ 135,157
Liabilities & Fund Balance <i>(Current Liabilities)</i>		
Account ID	Account Description	2020
210-12-1100	Accounts Payable	\$ -
210-12-1901	Due to GF	\$ -
	Total Current Liabilities	\$ -
Deferred Inflows of Resources		
Account ID	Account Description	2020
210-12-9900	Appropriated Budget	\$ -
	Total Deferred Inflows of Resources	\$ -
	Total Liabilities	\$ -
Fund Balance (Governmental Fund Types)		
Account ID	Account Description	2020
210-13-5500	Fund Balance Unassigned	\$ 135,157
	Total Fund balance (Governmental Fund Types)	\$ -
	Revenue	\$ -
	Less Expenses	\$ -
	Net	\$ -
	Total Fund Balance	\$ 135,157
	Total Liabilities & Fund Balance	\$ 135,157



Summary of Pending Cases for Equitable Sharing (2017-2019)

FULTON COUNTY POLICE DEPARTMENT FEDERAL RICO 2017-2018 CASES			
DATE	CASE #	ADDRESS	CURRENCY
5/14/2017		Flat Shoals @ Old National	\$ 500.00
5/16/2017		Hackamore Dr. @ Old National	\$ 1,716.00
6/29/2017		4555 Washington Rd.	\$ 2,379.00
6/29/2017		4810 Hwy 92	\$ 23,660.00
8/10/2017		1102 Westchase Lane	\$ 3,270.00
10/6/2017		4334 Fulton Industrial Blvd.	\$ 1,515.00
10/13/2017		85N / Flat Shoals Rd.	\$ 1,294.00
11/5/2017		1925 Waycrest Dr.	\$ 772.00
11/12/2017		5638 S. Monte Vista	\$ 553.00

FULTON COUNTY POLICE DEPARTMENT FEDERAL RICO 2017-2018 CASES			
DATE	CASE #	ADDRESS	CURRENCY
11/16/2018		Hwy 92 @ SR14	\$ 110,999.00
11/29/2018		701 Walden Blvd.	\$ 358,000.00

CITY OF SOUTH FULTON POLICE DEPARTMENT						
DATE	CASE #	ADDRESS	YEAR	MODEL	Appraisal	STATUS
10/13/2017		85N / Flat Shoals Rd.	216	Challenger	\$ 32,990.00	Pending
4/18/2018		2653 Bluestone Dr.	2015	Sprinter Van	\$ 35,479.00	Pending
6/13/2018		3180 Spring St.	2000	Sienna	\$ 1,050.00	Pending
9/25/2018		5225 Campbellton Rd.	1999	Avalon	\$ 1,982.00	Pending
10/30/2018		5460 Lemonyne Dr.	2018		\$71,187.00	Pending - GBI
10/30/2018		5460 Lemonyne Dr.	2018	Escalade	\$ 59,044.00	Pending - GBI
10/30/2018		5460 Lemonyne Dr.	2018	Suburban	\$ 44,623.00	Pending - GBI
10/30/2018		5460 Lemonyne Dr.	2018	Charger	\$ 19,74.00	Pending - GBI
12/26/2018		2727 Godby Rd.	2011	Cruze	\$ 4,415.00	Pending

**Note: The Summary of Pending Cases for Equitable Sharing is reviewed and updated periodically. There has been no update to the information since the October 2019 Report.*



3. ECONOMIC DEVELOPMENT



AT WORK

Economic Development Project List

- Lead - A lead is a potential project that has not been qualified but might eventually become a prospect. A Lead is generally a project that is going through a due diligence phase and working to secure funding.
- Prospect - Projects that have been qualified. A Prospect is generally a project that has gone through a due diligence phase and has secured the resources necessary to bring the project to fruition.

Project	Description	Status	Action	District	Amount
Motherland Project	Proposal for an African Cultural Museum	Lead	Developer is in due diligence phase. Currently looking for a location.	City	
Sandtown Crossing	Possible townhome development around passive park	Lead	Developer is in due diligence phase	1	
RiverFront District	200 Acre Mixed-use development	Lead	Option has been placed on property. Developer is in due diligence phase	2	
Vista Red Oaks	Workforce housing project	Prospect	Secured letter of inducement Construction date not set	3	
Halperns Steak & Seafood	Expansion project	Prospect	Secured bond funding No construction date set	3	\$27,000,000
Cedar Grove	42 Acre development with small commercial	Lead	Developer is in due diligence phase	4	
Old National Park Development (Hyatt)	Mixed-use development	Lead	Developer is in due diligence phase	6	
Old National & Jonesboro Road	13 Acre Mixed-use development	Lead	Developer is in due diligence phase	7	



Business License

- January 2020 Business Licenses Processed
 - 39 New Business Licenses
 - 102 Renewed Business Licenses

- Total Business Licenses Processed
 - 974 (YTD)
 - 39 (January 2020)

Permits and Buildings

	January 2020	YTD
Residential	70	70
Commercial/Industrial	2	2
Industrial	0	0
Miscellaneous*	89	89
Land Disturbance Permits	1	1
Total	162	162

**Miscellaneous permits would include, but are not limited to, fence, pool, plumbing, trade, and electrical.*



Geographic Information System

	Map Requests	Addressing	Demographics	Data Analysis	Deed/Plat Research	Total Requests
2018 Total	165	90	21	175	75	526
2019 Total	166	115	5	141	129	556
2020 January	8	16	0	8	14	46
2020 YTD	8	16	0	8	14	46

Online GIS Application Views

- Public Facing
 - Public Works Information Viewer – 55
 - Zoning and Land Use Viewer – 239
 - Property Information Viewer – 913
 - Undeveloped Properties Viewer – 7
 - My Elected Representative – 140

- Internal Only
 - Fire Information Viewer – 53
 - FID Viewer – 1
 - Public Notification Viewer – 4
 - Sewer Data Information Viewer – 11

Project Status

Project	Status
Census 2020 MLK Day Parade (mapping support)	Complete
GIS desktop setups for CDRA, Public Works power users	Complete
Preparation for BAS, BVP program completion	Complete



4. PLANNING – REVIEW AND UPDATE COMPREHENSIVE AND LAND USE PLAN

Moratorium

On July 23, 2019 a moratorium was implemented City-wide to impose that no new applications for land use permits or occupation tax certificates/business licenses for alcohol package stores and any expansions of the same, tobacco retail sales, automobile gas stations/service stations, convenience stores, check cashing establishments, personal care services, automotive repair shops, group homes and residences, pawn shops, tobacco retail sales, cannabis dispensary, extended stay hotels, gun range, open air market, and tiny homes to be accepted in the City until 5:00 p.m. on June 30, 2020. As of January 31, 2020, there were 2 requests for Personal Care Service, 6 requests for Group Homes, 2 requests for Barber Shops, 1 request for Hair Salon and 1 request for CBD oil.

1 project is located within Council District 1;

- 22 projects are located within Council District 2;
- 26 projects are located within Council District 3;
- 31 projects are located within Council District 4;
- 12 projects are located within Council District 5;
- 11 projects are located within Council District 6;
- 4 projects are located within Council District 7;
- 20 projects are within an unspecified Council district; and
- 11 unknown.

Zoning Applications & Certifications

Staff has processed a total of 77 zoning applications, 109 zoning certifications and 53 open records reports as of January 31, 2020.

Zoning Cases

There was 1 intake of zoning applications received in the filing deadline period for January 2020.

- 0 Rezoning
- 0 Use Permit
- 1 Modification
- 0 Variance
- 0 Administrative Variance



5. CREATE AND IMPLEMENT BRANDING AND MESSAGING

I. Website Launch






Host	Statistics	Progress
CivicPlus	Visits: 28,174 Pageviews: 69,647 Unique pageviews: 52,007	Added information regarding Homestead Exemption, Mayor Town Hall Meeting, and 2020 Census

II. “The South Fulton Monthly” E-Newsletter

Current Number of Subscribers	Frequency	Host	Next Issue
5,082 *20 New Contacts in last 30 days	Monthly	Constant Contact	February 3, 2020

Link to latest Issue: <https://conta.cc/31oydyD>

III. COSF Social Media

 <p><u>Twitter</u> -Followers: 1,061 -Tweets: 120 -Likes & Retweets: 244</p>	 <p><u>Instagram</u> -Followers: 1,590 -Posts: 108 -Engagement (Likes & Comment): 1,463</p>	 <p><u>Facebook</u> -Followers: 1,876 -Posts: 111 -Engagement (Reactions, Shares & Comments): 1,305</p>	 <p><u>Nextdoor</u> -Members: 26,409 -New Members: 385 -Posts: 17</p>	 <p><u>YouTube</u> -Views: 3,650 -Impressions: 20,815 -Subscribers: 487</p>
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IV. **Mayor's Community Walk**

a. Summary:

- **Mayor's Walk (internally referred to as Community Walk Wednesdays)** is a monthly activity that is focused on increasing access to City services, improved community relations, and proactively addressing community issues. Each month administrative staff, community stakeholders, and other interested parties will walk key corridors throughout the City to introduce key staff and available services, receive stakeholder feedback, and address problems in real time. Council Members are encouraged and welcomed to join the walks, especially those taking place in your District.

b. Next Date: March 2020

c. Location: TBD

Should you need further information regarding this correspondence, please contact Odie Donald II at odie.donald@cityofsouthfultonga.gov.



CALENDAR OF EVENTS



CITY OF SOUTH FULTON FEBRUARY CALENDAR 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	Suppressed: The Fight to Vote Movie Screening 6:30 p.m. 4	5	Community Zoning Information Meeting (CZIM) 6 p.m. 6	National Black HIV/AIDS Awareness Day Go Red for Women Heart Day 6 p.m. 7	8 The Small Business Expo & Health Fair 2-6 p.m.
9	10 South Fulton Board of Ethics Meeting 6 PM	11 City Council Work Session 5 p.m. City Council Meeting 7 p.m.	12 Senior Sweetheart Day Party 11 a.m. - 3 p.m.	13	14 Valentine's Day	15
16	17 Presidents' Day - City Offices Closed	18 Planning Commission Hearing 6:30 p.m.	19 Shops at Camp Creek Village Business Brunch 2-4 p.m.	20 Zoning Board of Appeals Hearing 1 p.m.	21	22
23	24 South Fulton Development Authority Meeting 6 p.m.	25 City Council Work Session 5 p.m. City Council Meeting 7 p.m.	26	27 A Chat with the Mayor 7 p.m.	28	29 State of the City Address (SOCA) and Re-grand Opening of the Southwest Arts Center 11 a.m.

February 4: Suppressed: The Fight to Vote Movie Screening 6:30 p.m. at Welcome All Park (4255 Will Lee Rd. South Fulton, GA 30349) 6:30 p.m. [Click Here](#)

February 6: Community Zoning Information Meeting at South Fulton Arts Center (4645 Butner Road South Fulton, GA 30349) 6 p.m.

February 7: National Black HIV/AIDS Awareness Day Go Red for Women Heart Day (4255 Will Lee Road South Fulton, GA 30349) 6 p.m. [Click Here](#)

February 8: The Small Business Expo & Health Fair (3675 Butner Rd Atlanta, GA 30349) 2 - 6 p.m. [Click Here](#)

February 10: South Fulton Board of Ethics Meeting (5440 Fulton Industrial Boulevard South Fulton, GA 30336) 6 p.m.

February 11: City Council Meeting at South Fulton Arts Center (4645 Butner Road South Fulton, GA 30349) 7 p.m.

February 12: Senior Sweetheart Day Party (3220 Butner Road, Suite #240 South Fulton, GA 30331) 11 a.m. to 3 p.m. [Click Here](#)

February 14: Valentine's Day

February 17: Presidents' Day - City Offices Closed

February 18: Planning Commission Meeting at South Annex Service Center (5600 Stonewall Tell Road College Park, GA 30349) 6:30 p.m.

February 19: Shops at Camp Creek Village Business Brunch at Camp Creek Village (3220 Butner Rd. Suite 160 South Fulton, GA 30331) 2-4 p.m. [Click Here](#)

February 20: Zoning Board of Appeals Hearing at South Fulton Arts Center (4645 Butner Road South Fulton, GA 30349) 1 p.m.

February 25: City Council Meeting at South Fulton Arts Center (4645 Butner Road South Fulton, GA 30349) 7 p.m.

February 27: A Chat with the Mayor at Zion Hill Baptist Church (Love Center) (6175 Campbellton Road Atlanta, GA 30331) 7 p.m.

February 29: State of the City Address and Re-grand Opening of the Southwest Arts Center at Southwest Arts Center (915 New Hope Rd SW, South Fulton, GA 30331) 11 a.m.



CITY MANAGER MEMORANDUMS TO CITY COUNCIL

January 4, 2020	Wolf Creek, Permission for Use	Email
January 4, 2020	The LMIG 2020 Application has been APPROVED	Email
January 4, 2020	Exciting News for Old National Highway Corridor	Email
January 5, 2020	All New Cities Struggle (A Snapshot of Struggles in Georgia and Elsewhere After Incorporation)	Email with links
January 5, 2019	Wolf Creek, Permission for Use	Email
January 6, 2020	Waste Industries Rate Increase	Email
January 6, 2020	Atlanta Track Club	Email with attachment
January 6, 2020	Financials on OpenGov	Email
January 6, 2020	State Routes and Detention Ponds	Memorandum
January 6, 2020	All New Cities Struggle (A Snapshot of Struggles in Georgia and Elsewhere After Incorporation) – Update	Email with links
January 7, 2020	2020 Swearing In Program	Email with attachment
January 7, 2020	Strategic Economic Development Plan – Delivery Date	Email
January 7, 2020	Bishop Road Update	Email
January 8, 2020	Request to Purchase Fire Equipment	Memorandums
January 8, 2020	FY19 Impact Report Transmittal Letter	Email with attachment
January 8, 2020	SW Arts Center Transition/MOU	Memorandum
January 8, 2020	Concrete Slab Replacement/Repair at Fire Station 17	Memorandum
January 9, 2020	Atlanta Track Club	Email
January 9, 2020	Zoning of City of South Fulton Site	Email
January 10, 2020	ReNaming Committee Incident	Email
January 10, 2020	Cyber Security Report Out	Email
January 13, 2020	Fulton County Transportation Plan + FC Mayor’s Meeting	Memorandum with attachment

January 13, 2020	Camera Installation to Combat Illegal Dumping	Memorandum
January 13, 2020	Vice Chair Response & Concerns ReNaming Committee Incident	Email
January 13, 2020	Waste Industries Rate Increase	Email
January 14, 2020	Camera Installation to Combat Illegal Dumping	Email
January 14, 2020	Sanitation Billing	Email
January 15, 2020	Westside TAD Proposal	Letter
January 16, 2020	Senior Services	Email
January 16, 2020	Winter Right-of-Way Maintenance Schedule	Memorandum with attachment
January 16, 2020	GreyStone Power 2019 Franchise Tax Payment	Email with attachment
January 16, 2020	Signage and Wayfinding in City of South Fulton	Email with attachments
January 16, 2020	Second Revised and Corrected Investigative Report	Email with attachments
January 16, 2020	For Your Information: College Park will use 'smart' technologies in beautification efforts	Email
January 20, 2020	Department FY19 expenditures by District	Email with attachment
January 21, 2020	City of South Fulton Parks and Recreation Master Plan Statistically Valid Survey for Review	Memorandum with attachment
January 21, 2020	Request to Enter Formal Negotiations	Email
January 21, 2020	Clark Road Inquiry	Email
January 21, 2020	Request	Email
January 22, 2020	Merk Miles Waste Transfer Station Fee Schedule	Memorandum
January 22, 2020	Main Street Districts (Red Oak & Old National)	Memorandum with attachments
January 22, 2020	Procurement of Fire & Rescue Equipment (January 28 Council Meeting)	Memorandum
January 24, 2020	Procurement of Fire & Rescue Equipment (January 28 Council Meeting)	Email

January 25, 2020	Environmental Testing Budget	Email
January 25, 2020	Bishop Rd. Air Testing	Email
January 28, 2020	Out of Notice (February)	Memorandum
January 28, 2020	Be Our Guest Feb. 21 st – Fairburn Park & Ride Ribbon Cutting	Email
January 28, 2020	Extended Park Hours	Email
January 28, 2020	Legal Counsel 2020 Budget Expenditures	Email
January 29, 2020	Protocol	Email
January 29, 2020	Meeting Management	Email



COUNCIL REQUEST SUMMARY

COUNCIL REQUEST JANUARY 2020

	Total Requests	Requests Completed	Completion Percentage
COUNCIL REQUESTS			
City Manager	3	3	100%
City Clerk	1	1	100%
Communications & External Affairs	--	--	--
Community Development & Regulatory Affairs	30	27	90%
Destination South Fulton	5	5	100%
Facilities	--	--	--
Finance	9	8	88.89%
Fire	4	4	100%
Human Resources	1	1	100%
Information Technology	--	--	--
Legal	2	2	100%
Municipal Courts	--	--	--
Parks & Recreation	5	4	80%
Police	7	7	100%
Programs & Performance	--	--	--
Public Works	54	48	88.89%
Total	121	110	90.91%
YTD Total	121	110	90.91%

11 In-Progress/Pending Council Requests:

- 3 – Community Development & Regulatory Affairs
- 1 – Finance
- 1 – Parks & Recreation
- 6 – Public Works

Please note: *Outstanding Requests are in progress and/or await response from requestor(s)/department staff for follow up and completion of deliverables.*



HUMAN RESOURCES ACTIVITY

HUMAN RESOURCES JANUARY 2020

Active Headcount

Department	Filled	Vacant	Grand Total
City Council- Baker	2		2
City Council- Foster Rowell	2		2
City Council- Gilyard	2		2
City Council- Gumbs	3		3
City Council- Kamau	2		2
City Council- Reeves	2		2
City Council- Willis	2		2
City Manager	8		8
Clerk	4		4
Communications	4	1	5
Community Development & Regulatory Affairs	30	8	38
Contracts & Procurement	2	1	3
Court	6	1	7
Destination South Fulton	2	2	4
Finance	13	4	17
Fire	139	39	178
General Services	8	1	9
Human Resources	5		5
Information Technology	4	5	9
Mayor	2	1	3
Parks Recreation and Cultural Affairs**	47	36	83
Police	149	29	178
Public Works	2	4	6
Risk Management		1	1
Grand Total	440	133	573

**Increased headcount by 6 as a result of the Art Centers acquisition.

Vacancy Rate

This calculation measures the organization's vacancy rate resulting from employee turnover and the addition of new positions. The formula is the total number of vacant positions as of a specified date divided by the total number of authorized positions (current employees in positions + positions authorized to fill) as of the same specified date.

**Does not include elected official*

Department	Total # Vacant Positions	Total # Positions	Vacancy Rate
City Council	0	8*	0.0%
City Manager	0	8	0.0%
Clerk	0	4	0.0%
Communications	1	5	20.0%
Community & Regulatory Affairs	8	38	21.1%
Contracts & Procurement	1	3	33.3%
Court	1	7	14.3%
Destination South Fulton	2	4	50.0%
Finance	4	17	23.5%
Fire	39	178	21.9%
General Services	1	9	11.1%
Human Resources	0	5	0.0%
Information Technology	5	9	55.6%
Mayor	1	2*	50.0%
Parks & Rec	36	83	43.4%
Police	29	178	16.3%
Public Works	4	6	66.7%
Risk Management	1	1	100.0%

Time to Fill

Time to fill captures the hiring process, from job requisition to job acceptance

Position Title	Department	Requisition Post Date	Date Offer Accepted	Time (Days) to Fill
Recreation Manager	Parks	10/30/2019	1/6/2020	68
Tourism Manager	Destination SF	11/22/2019	1/10/2020	49
Public Works, Program Manager	Public Works	10/11/2019	12/18/2019	68
Total				185
City Average (Month of Jan)				62
Industry Standard				42

Turnover Rates

*The turnover rate shows the percentage of employees who leave the City in a specified period of time. *Does not include elected official*

Department	Number of Separated Employees	Average Number of Employees	Monthly Turnover Rates (Percentage)
City Council	0	8*	0.0%
City Manager	0	8	0.0%
Clerk	0	4	0.0%
Communications	0	4	0.0%
Community & Regulatory Affairs	1	31	3.2%
Contracts & Procurement	1	3	33.3%
Court	0	6	0.0%
Destination South Fulton	0	2	0.0%
Finance	0	13	0.0%
Fire	0	139	0.0%
General Services	0	8	0.0%
Human Resources	0	5	0.0%
Information Technology	0	4	0.0%
Mayor	0	1*	0.0%
Parks & Rec	1	48	2.1%
Police	1	150	0.7%
Public Works	1	2	50.0%
Risk Management	0	1	0.0%

Voluntary/Involuntary Turnover

This metric captures the reason for the turnover

Department	Voluntary	Involuntary
City Council	0	0
City Manager	0	0
Clerk	0	0
Communications	0	0
Court	0	0
Finance	0	0
Fire	0	0
Human Resources	0	0
Information Technology	0	0
Mayor	0	0
Parks & Rec	1	0
Police	0	1
Contracts & Procurement	1	0
Community Development & Regulatory Affairs	0	1
Destination South Fulton	0	0
General Services	0	0
Risk Management	0	0
Public Works	1	0
Totals	3	2



PURCHASING ACTIVITY

GOVERNMENT OF THE CITY OF SOUTH FULTON

WILLIAM “BILL” EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

Procurement Monthly Report January FY20 Monthly Report

Overview

Procurement activities for the February FY20 are as follows:

1. Total Purchase Order Expenditure – see Exhibit 1
 - \$1,730,125.94 (open and/or paid)
2. Formal Solicitation Released – see Exhibit 2
 - a. Architectural Design Services (ITB for Public Works)
 - b. Limited Webmaster Services (ITB for IT & Communication)
 - c. Janitorial Services for Various Locations (ITB for Parks)
 - d. Art Center Instructors (ITB for Parks)
3. City Credit Card (P-Card) – see Exhibit 3
 - a. \$13,648.56 in Total Monthly Spend

Conclusion

Procurement activities for January FY20 is consistent with budgeted spending.

Exhibit 1: Total Expenditure & PO Report

Department	Total PO Expenditure
District 1	\$6,482.12
District 2	\$3,239.82
District 3	\$11,552.97
District 4	\$275.66
District 5	\$1,455.22
District 6	\$0.00
District 7	\$186.96
City Clerk	\$28,951.43
Mayor's Office	\$8,256.55
City Manager	\$10,620.22
Finance	\$51,999.60
Procurement	\$377.80
Legal/ LAW	\$195,972.97
Information Technology	\$78,666.71
Human Resources	\$31,962.44
Risk Management	\$0
Communication	\$10,579.14
General Services	\$412,763.44
Courts	\$13,582.31
Police	\$102,472.66
Fire	\$31,981.89
Public Works	\$2,150.03
Parks & Cultural Affairs	\$45,079.66
Community Regulatory Affairs	\$70,331.17
Economic Development	\$1,101,254.64
E 911	\$0
Hotel Motel Tax Fund	\$8,815.39
TSPLOST- Capital	\$282,100.00
Local Resources- Capital	\$866.00
Machinery	\$65,890.65
Other Equipment	\$237,844.26
Infrastructure	\$21,200.00
Uniforms- 19BPV (250-3210)	\$0
Other Financing Uses (257-9001)	\$0
Capital Outlays	\$0
Building & Improvements (351-3210)	\$337,089.91

Vehicles (351-3520)	\$0
Building & Improvements-2 (351-6110)	\$0
Un-Named Line (540-4510)	\$0
Totals	\$ 1,730,125.94

Exhibit 2 – Formal Solicitations Report

Monthly Contract and Solicitation Report			
Department	Solicitation Release	Solicitation Accepted	Contract Awarded
District 1	0	0	0
District 2	0	0	0
District 3	0	0	0
District 4	0	0	0
District 5	0	0	0
District 6	0	0	0
District 7	0	0	0
	0	0	0
City Clerk	0	0	0
Mayor's Office	0	0	0
City Manager	0	0	0
	0	0	0
Finance	0	0	0
Information Technology	0	0	0
Human Resources	0	0	0
Economic Development	0	0	0
Risk Management	0	0	0
	0	0	0
Law	0	0	0
Code Enforcement	0	0	0
Courts	0	0	0
Police	0	0	0
Fire	1	1	0
	0	0	2
Public Works	1		
Parks & Recreation	2	1	0
Communication	1	1	0
General Administrative Services	0	0	0
Community Regulatory Affairs	0	0	0
E 911	0	0	0
Totals	5	3	2

Exhibit 3 – Monthly P-Card Activity Report

Monthly Procurement P Card Report	
Department	Total P-Card Spend
District 1 - Rowell	4995.27
District 2-Gumbs	3158.23
District 3-willis	4940.89
District 4- Gilyard	14.99
District 5-Jackson	0
District 6-KUMA	233.61
District 7-Baker	667.52
City Clerk	1321.05
Mayor's Office	2059.27
City Manager	1368.05
Finance 1 (City)	2364.47
Finance- City Generally	500
Contracts & Procurement	2128.06
Information Technology	470.83
Human Resources	5075.21
Economic Development	111.00
Risk Management	0
Law	0
Community Development	1631.66
Courts	44.99
Police	4030.10
Police Chief	1937.32
Fire 1	2088.22
Fire 2	2064.78
Parks & Recreation	995.48
Public Works	725
Communication	1626.75
Facilities Management	578.25
Community Regulatory Affairs	0
Fleet Management	420.28
Totals	\$13,648.56



GRANTS ACTIVITY

ACTIVITY REPORT - GRANTS AWARDED

Report Range: January 1, 2020 - January 30, 2020

	Federal	State	Private	Total
Awarded Grants:	4	2	1	7
Awarded Funds: \$	3,209,080.33	\$ 1,087,771.30	\$ 2,701.00	\$ 4,299,552.63
Cash Match: \$	1,404,662.52	\$ 339,441.39	\$ -	\$ 1,744,103.91
In-Kind Match: \$	-	\$ -	\$ -	\$ -
Total: \$	4,613,742.85	\$ 1,427,212.69	\$ 2,701.00	\$ 6,043,656.54

Department	Year	Agency Type	Grantor	Grant Name	Grant Description	Purpose	Project Amount	Award Amount	Match	Start Date	End Date	Status
	2015	Federal	FEMA	Staffing for Adequate Fire and EM Response (SAFER)	Funding for fire departments and volunteer firefighter interest organizations to increase or maintain the number of trained front line firefighters	Hiring of Firefighters	\$ 1,805,745.00	\$ 910,557.11	\$ -	3/6/2017	3/5/2019	Submitting final FSR/Progress Report/Drawdown request by top of next week; grant closeout to immediately follow; grant was transferred to COSF on 2/26/2018; In close out phase
Fire	2018	Federal	FEMA	Staffing for Adequate Fire and EM Response (SAFER)	Funding for fire departments and volunteer firefighter interest organizations to increase or maintain the number of trained front line firefighters	Hiring 15 Firefighters	\$ 3,636,485.30	\$ 2,242,499.00	\$ 1,393,986.30	3/17/2020	3/16/2023	Recruiting firefighters for the grant
	2019	Federal	DOJ	Project Safe Neighborhoods	Nationwide initiative that brings together federal, state, local and tribal law enforcement officials, prosecutors, and community leaders to identify the most pressing violent crime problems in a community and develop comprehensive solutions to address them	Equipment, training, other	\$ 45,348.00	\$ 45,348.00	\$ -	9/1/2019	8/30/2021	Official award letter on the way; police received award; scheduling kick off meeting
Police	2019	Federal	DOJ	Bulletproof Vests Partnership	Reimburse states, counties, federally recognized tribes, cities, and local jurisdictions that employ law enforcement officers for up to 50% of the total cost of body armor vests purchased	Purchase 30 vests	\$ 21,352.44	\$ 10,676.22	\$ 10,676.22			Purchased vests
	Total						\$ 5,508,930.74	\$ 3,209,080.33	\$ 1,404,662.52			
Public Works	2019	State	State of Georgia	Local Maintenance & Improvement Grant (LMIG)	Funding for improvements to local roadways and bridges	Resurfacing of Streets: Demoooney Road, East Stubbs Road, Cascade Palmetto Highway	\$ 1,336,102.60	\$ 1,027,771.30	\$ 308,331.39	10/1/2018		
Public Works	2019	State	State of Georgia	Local Maintenance & Improvement Grant (LMIG)	Funding for improvements to local roadways and bridges	Sinkhole repairs at Hershel Place and Greenbower Lane	\$ 91,110.00	\$ 60,000.00	\$ 31,110.00	5/23/2019		Project Complete
	Total						\$ 1,427,212.60	\$ 1,087,771.30	\$ 339,441.39			

Fire	2019	Private	CFFM	Chesney Memorial Grant	Funding for fire departments in the State of GA to develop a new program or enhance an exiting public life safety program, dedicated primarily to fire safety and burn prevention education	Sparky the Fire Dog Costume	\$ 2,701.00	\$ 2,701.00	\$ -	05/13/19	11/22/19	Costume purchased; sent email to Rachel with questions on the purchase and reimbursement
	Total						\$ 2,701.00	\$ 2,701.00	\$ -			
				Grand Total			\$ 6,938,844.34	\$ 4,299,552.63	\$ 1,744,103.91			

ACTIVITY REPORT - POTENTIAL GRANTS

Report Range: January 1, 2020 - January 30, 2020

	Federal	State	Private	Total
Anticipated Grants:	0	0	1	1
Anticipated Awarded Funds:	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
Anticipated Cash Match:	\$ -	\$ -	\$ -	\$ -
Anticipated In-Kind Match:	0	0	0	-
Total:	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00

Department	Year	Agency Type	Grantor	Grant Name	Grant Description	Purpose	Project Amount	Award Amount	Match	Start Date	End Date	Status	Potential loss in revenue
Parks & Rec		Private		US Tennis Association - Facility Assistance	Support building of tennis courts	Rebuild 20 hard courts and heavy duty top dressing for 4 clay courts at the South Fulton Tennis Center	\$ 133,400.00	\$ 10,000.00	\$ -			Department will continue with the application	\$10,000.00
Risk Mgmt		Private	Georgia Municipal Association	Safety and Liability Mgmt Grant Program	Assist members in improving their employee safety and general public liability loss control efforts through the purchase of training, equipment, or services	Purchase PowerDMS, a training solution	\$ -	\$ -	\$ -			Reimbursement grant; Brandeon submitting application	
Total							\$ 133,400.00	\$ 10,000.00	\$ -				\$10,000.00



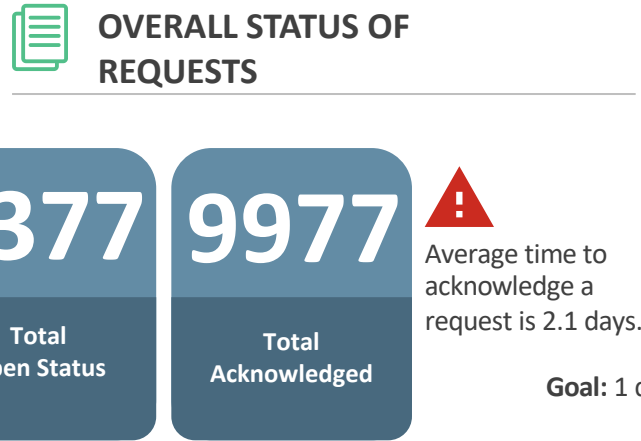
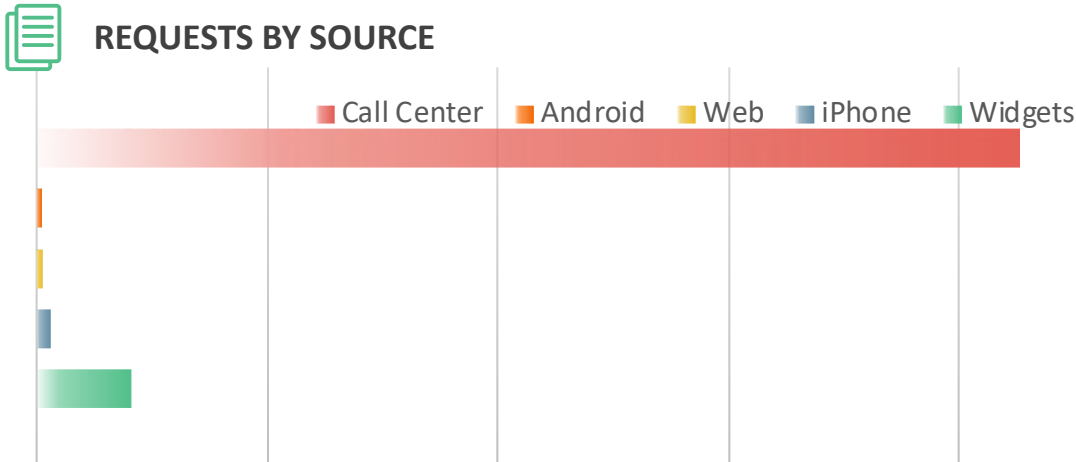
COSF 311 DASHBOARD

Summary Dashboard | Citywide CRC (to date)

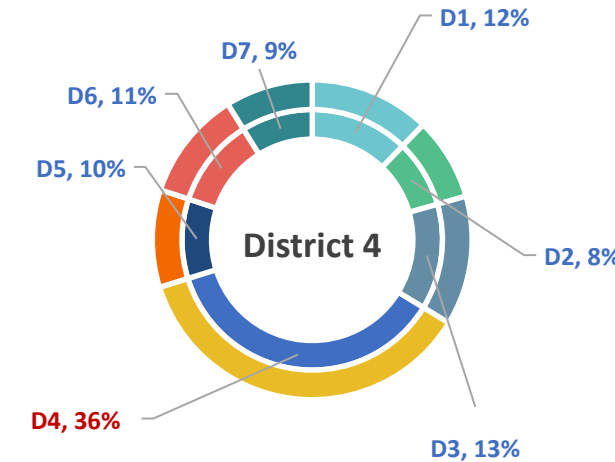
NUMBER OF REQUESTS OPEN
16,093

NUMBER OF REQUESTS CLOSED
14,716 / 91%
Goal: 90%

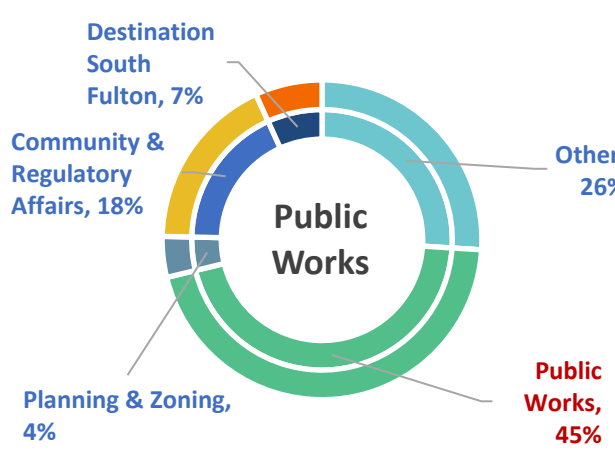
AVERAGE TIME TO CLOSE
11.8 days
Goal: varies based on SLA



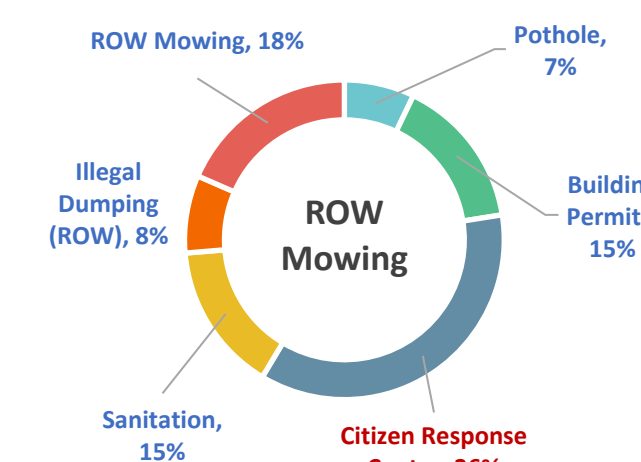
% REQUESTS BY DISTRICT



% REQUESTS BY DEPARTMENT



TOP REQUESTED (ISSUES)



Summary Dashboard | Citywide CRC (January 1 - January 31, 2020)

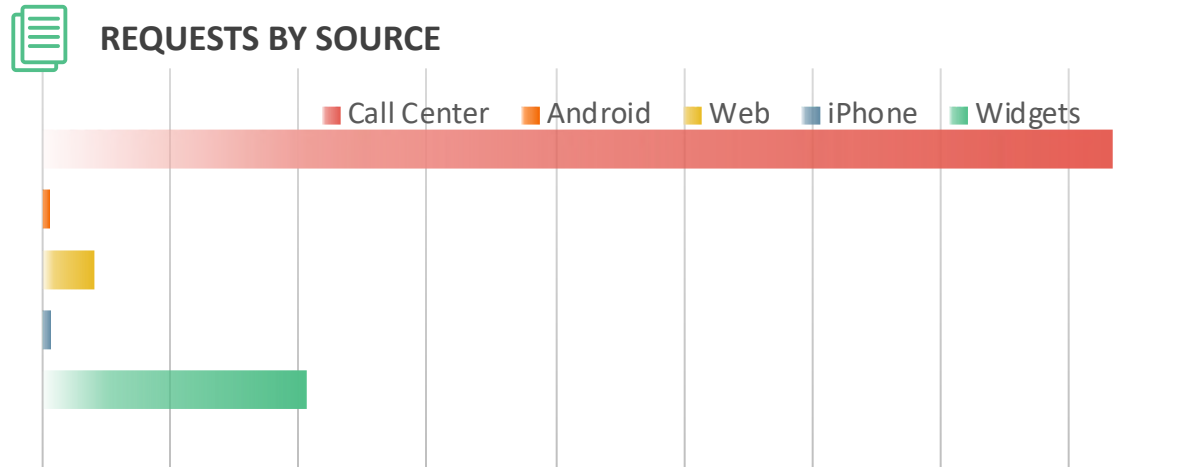
NUMBER OF REQUESTS OPEN
1,294

NUMBER OF REQUESTS CLOSED

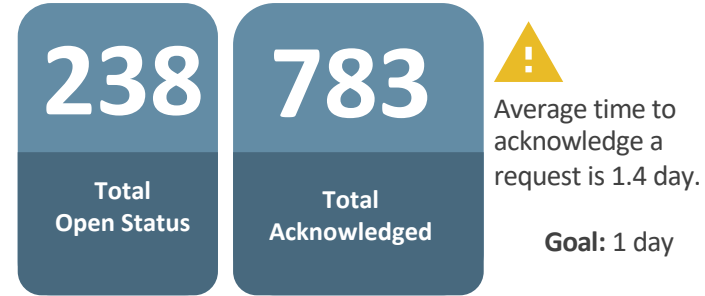
1,056 / 81%
Goal: 90%

AVERAGE TIME TO CLOSE

8.3 days
Goal: varies based on SLA



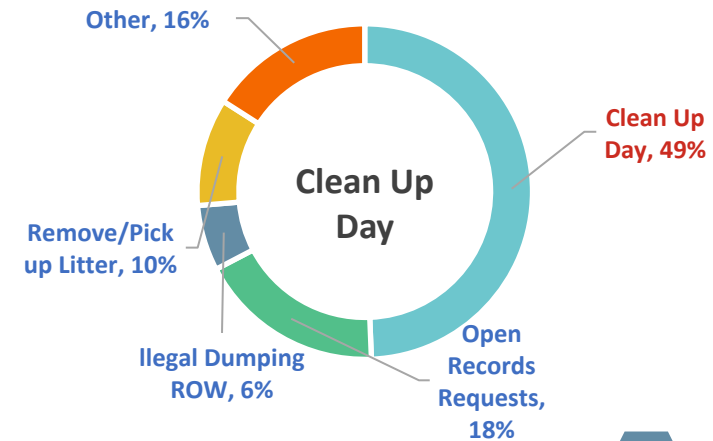
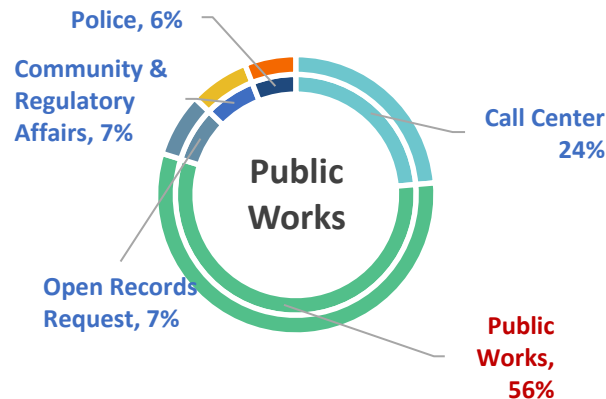
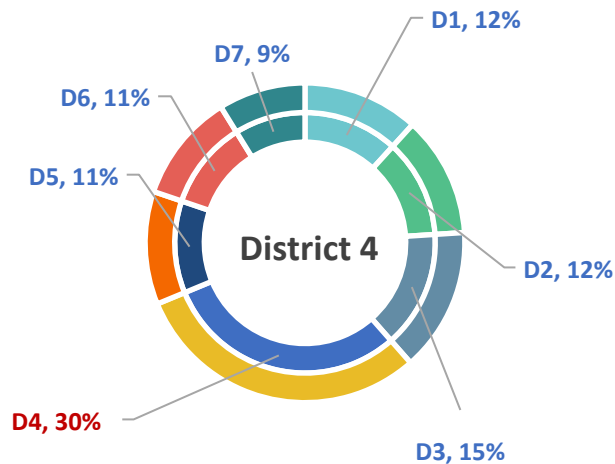
OVERALL STATUS OF REQUESTS



% REQUESTS BY DISTRICT

% REQUESTS BY DEPARTMENT

TOP REQUESTED (ISSUES)



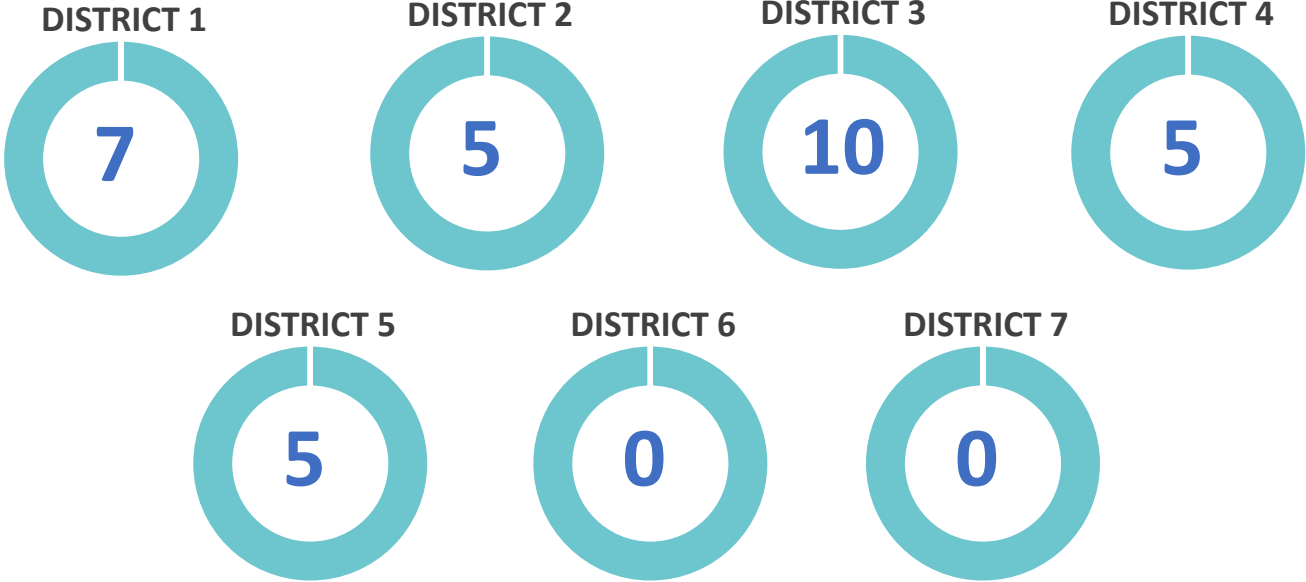
Dashboard | Airport Noise Complaints *(to date)*




TOTAL NUMBER OF REQUESTS

32

District	# of Requests
1	7
2	5
3	10
4	5
5	5
6	0
7	0




Dashboard | Citizen Response Center (January 1 – January 31, 2020)



NUMBER OF CALLS

1,026



AVERAGE SPEED OF ANSWER

1m 04ss



Goal: 0:30




AVERAGE TALK TIME

4m 10ss



Goal: 3:00



ABANDONED CALL %

7%



Goal: 5%

	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Rolling 12-Month (Calendar Year)
Inbound Call Volume	1020	1123	580	1026									1026
Average Calls/Day	32.9	37.4	18.7	33.1									33.1
Average Speed of Answer <small>(KPI 0:30)</small>	0:44	1:12	0:59	1:04									1:04
Average Talk Time <small>(KPI 3:00)</small>	0:03:45	0:03:49	0:04:17	0:04:10									0:04:10
Short Abandon Calls	22	17	9	39									39
Abandon Calls	73	100	67	111									111
Abandon % <small>(KPI 5%)</small>	5%	7%	10%	7%									7%
Non-Request Calls	181	199	106	222									222
Total Requests in SCF	737	713	389	764									764

COSF CRC Report

District 1

October 1, 2019 - January 31, 2020

Prepared for Councilwoman Rowell by the Office of Programs and Performance

Requests filtered by that have been created and and filtered to **all categories** within

DTA: Days to Acknowledge **DTC:** Days to Close **O&O:** Open and Overdue

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Other	90	87	71	0.4	10.1	0.0	0	3	19	0
Property Maintenance (Zone 2)	67	55	66	0.4	4.2	21.0	95%	4	1	1
Clean Up Day	38	34	38	0.5	6.5	0.0	0	4	0	0
Yard Issue (Zone 2)	37	30	35	0.3	4.1	21.0	94%	2	2	2
Remove / Pick-Up Litter (Field Operations)	31	30	30	0.0	1.5	10.0	90%	1	1	0
Reception Call	23	0	23	0.0	0.1	1.0	91%	2	0	0
Building Permits	20	2	14	5.2	6.1	2.0	71%	4	6	6
Blighted / Vacant Property (Zone 2)	15	10	15	0.9	3.0	21.0	100%	0	0	0
Planning & Zoning (Community & Regulatory Affairs)	12	0	5	0.0	0.5	0.0	0	0	7	0
Illegal Dumping in Right-of-Way (Field Operations)	11	6	11	0.0	1.0	3.0	82%	0	0	0
Roadway Maintenance (Field Operations)	11	11	11	0.0	2.5	10.0	100%	0	0	0
Signal - Other (Traffic Services)	9	9	9	0.0	0.2	10.0	100%	0	0	0
Traffic Calming Requests (Traffic Services)	9	9	2	0.4	0.1	120.0	100%	0	7	0

Totals	547	417	481	0.4	4.7	-	81%	38	66	18
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Sanitation (Public Works - Field Operations)	8	4	7	0.0	0.5	0.0	0	0	1	0
Abandoned / Inoperative / Junk Vehicle (Zone 2)	8	8	8	0.5	3.2	21.0	100%	0	0	0
Pothole (Asphalt Paved Maintenance - Field Operations)	8	8	8	0.0	1.4	3.0	100%	0	0	0
Additional Patrol Request	7	1	7	1.0	2.9	1.0	43%	4	0	0
Other	7	4	6	1.9	1.6	0.0	0	0	1	0
Other Regulatory Agencies	7	7	7	0.0	2.3	0.0	0	0	0	0
Remove Dead Animals in Right-of-Way (Field Operations)	7	7	7	0.0	1.3	3.0	100%	0	0	0
Sign - Preventative Maintenance (Traffic Services)	6	6	6	0.0	19.0	30.0	100%	0	0	0
Sign - Stop/Yield Sign Down/Missing (Traffic Services)	6	5	6	0.0	0.1	1.0	100%	0	0	0
Other	5	3	3	5.9	24.7	3.0	0	3	2	1
Open Records Request	5	5	4	0.3	4.9	3.0	75%	2	1	1
Construction	5	4	1	0.0	0.0	0.0	0	0	4	0
High Grass/Weeds in Right-of-Way (Field Operations)	5	5	5	0.4	6.5	10.0	80%	0	0	0
Outdoor Requests (Other)	4	1	0	0.0	0.0	3.0	0	0	4	3
Illegal Dumping on Private Property (Zone 2)	4	4	4	0.9	7.0	21.0	75%	1	0	0
Totals	547	417	481	0.4	4.7	-	81%	38	66	18

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Permit / Licensing Issue (Zone 2)	4	3	4	0.9	2.9	21.0	100%	0	0	0
Clogged Inlet (Storm Water Issues - Field Operations)	4	4	4	0.0	0.6	3.0	100%	0	0	0
Remove Dead Animals in Roadway - Large (Field Operations)	4	4	4	0.1	0.3	1.0	100%	0	0	0
Sign - Other Sign Down/Missing (Traffic Services)	4	3	4	0.0	0.0	10.0	100%	0	0	0
Signal - In Flash or Dark (Traffic Issues)	4	4	4	0.0	0.0	1.0	100%	0	0	0
Live Domestic Animals	3	0	3	0.0	0.0	0.0	0	0	0	0
Clogged Culvert (Drainage Maintenance - Field Operations)	3	2	3	0.0	0.2	10.0	100%	0	0	0
Illegal Dumping In Roadway (Field Operations)	3	2	3	0.0	0.4	1.0	67%	0	0	0
Right-of-Way Mowing (Roadway Maintenance - Field Operations)	3	3	3	0.0	7.1	10.0	100%	0	0	0
Sign - Long Term Repair (Traffic Services)	3	3	2	0.0	11.7	120.0	100%	0	1	0
Sink Holes (Drainage Maintenance - Field Operations)	3	3	3	0.0	9.8	10.0	33%	0	0	0
Communications & External Affairs	2	0	2	0.0	20.3	2.0	0	2	0	0
GIS (Geographic Information Systems)	2	0	2	0.0	0.0	2.0	100%	0	0	0

Totals	547	417	481	0.4	4.7	-	81%	38	66	18
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Other	2	1	2	1.6	8.5	0.0	0	0	0	0
Damaged Fire Hydrant	2	2	2	2.0	3.9	30.0	100%	0	0	0
Fire Apparatus Request (for Community Events)	2	2	2	0.8	2.0	2.0	50%	1	0	0
Restroom, Kitchen, Activity, Cardio, Locker Rooms or Water Fountains - Parks & Rec. Facilities	2	0	0	0.0	0.0	14.0	0	0	2	2
Excessively Barking Dog – Late Night Nuisance (Zone 2)	2	1	1	2.6	9.3	7.0	0	1	1	1
Commercial Vehicles in Residential Zones (Zone 2)	2	2	2	0.7	1.8	21.0	100%	0	0	0
Damaged Inlet/Catch Basin (Storm Water Issues - Field Operations)	2	2	0	0.0	0.0	30.0	0	0	2	0
Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operations)	2	2	0	0.0	0.0	30.0	0	0	2	0
Down Tree Removal from Right of Way (Field Operations)	2	2	2	0.0	2.8	3.0	100%	0	0	0
Down Tree Removal from Roadway (Field Operations)	2	2	2	0.0	1.3	3.0	100%	0	0	0
Roadside Maintenance (Field Operations)	2	2	2	0.0	4.8	10.0	100%	0	0	0
Streetlights (Outages, New Requests, Repairs, Maintenance)	2	2	2	0.0	1.6	15.0	50%	0	0	0

Totals	547	417	481	0.4	4.7	-	81%	38	66	18
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Tree Hindering Sight Distance (Roadside Maintenance - Field Operations)	2	2	2	0.0	9.8	10.0	50%	0	0	0
Capital Improvement Projects (CIP) - Public Works	1	1	1	0.0	0.0	0.0	0	0	0	0
Live Wild Animals	1	0	1	0.0	0.0	1.0	100%	0	0	0
Municipal Court	1	0	0	0.0	0.0	0.0	0	0	1	0
Business Inquiry	1	1	1	0.2	0.2	10.0	100%	0	0	0
Sprinkler System Review (Businesses Only)	1	0	1	0.0	3.5	3.0	0	1	0	0
Outdoor Equipment Requests	1	0	0	0.0	0.0	14.0	0	0	1	1
Property Maintenance (Zone 5)	1	1	1	0.9	11.4	21.0	100%	1	0	0
Bridge Maintenance	1	1	1	0.0	15.0	365.0	100%	0	0	0
Curb/Gutter Installation (Roadway Construction - Field Operations)	1	1	1	0.0	28.8	30.0	100%	0	0	0
Remove Dead Animals in Roadway - Small (Field Operations)	1	1	1	0.0	2.0	3.0	100%	0	0	0
Roads / Bridges Weight Restrictions Signs Down / Gone (Traffic Services)	1	1	1	0.0	0.0	3.0	0	1	0	0
Signal - Preventative Maintenance (Traffic Services)	1	1	1	0.0	2.0	90.0	100%	0	0	0

Totals	547	417	481	0.4	4.7	-	81%	38	66	18
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Traffic Operations - Other (Traffic Services)	1	1	1	0.0	30.0	30.0	0	1	0	0
Noise Complaint (Hartsfield-Jackson Atlanta International Airport)	1	0	1	0.0	5.0	0.0	0	0	0	0
Totals	547	417	481	0.4	4.7	-	81%	38	66	18

COSF CRC Report

District 2

October 1, 2019 - January 31, 2020

Prepared for Councilwoman Gumbs by the Office of Programs and Performance

Requests filtered by that have been created and and filtered to **all categories** within

DTA: Days to Acknowledge **DTC:** Days to Close **O&O:** Open and Overdue

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Other	68	66	52	0.3	7.9	0.0	0	3	16	0
Remove / Pick-Up Litter (Field Operations)	29	29	29	0.0	1.6	10.0	86%	2	0	0
Open Records Request	25	16	22	0.5	5.1	3.0	50%	9	3	3
Pothole (Asphalt Paved Maintenance - Field Operations)	24	24	24	0.0	1.5	3.0	96%	1	0	0
Planning & Zoning (Community & Regulatory Affairs)	21	0	3	0.0	0.5	0.0	0	0	18	0
Property Maintenance (Zone 4)	19	16	15	4.3	11.6	21.0	73%	2	4	1
Illegal Dumping in Right-of-Way (Field Operations)	17	17	17	0.0	1.3	3.0	88%	0	0	0
Reception Call	15	0	15	0.0	0.3	1.0	87%	2	0	0
Clean Up Day	14	14	14	0.0	7.3	0.0	0	0	0	0
Building Permits	13	0	6	0.0	0.2	2.0	100%	0	7	7
Sign - Other Sign Down/Missing (Traffic Services)	12	12	12	0.0	2.5	10.0	100%	0	0	0
Abandoned / Inoperative / Junk Vehicle (Zone 4)	11	7	9	5.2	9.8	21.0	78%	2	2	2
Construction	11	11	2	0.0	4.3	0.0	0	0	9	0

Totals	439	331	366	1.0	4.8	-	75%	35	73	16
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Additional Patrol Request	10	5	10	0.5	1.5	1.0	50%	4	0	0
Remove Dead Animals in Right-of-Way (Field Operations)	10	10	10	0.0	1.8	3.0	90%	0	0	0
Signal - Preventative Maintenance (Traffic Services)	8	6	8	0.0	10.2	90.0	100%	0	0	0
Sanitation (Public Works - Field Operations)	7	2	7	0.1	0.0	0.0	0	0	0	0
Down Tree Removal from Right of Way (Field Operations)	7	5	7	0.0	0.2	3.0	100%	0	0	0
Sign - Stop/Yield Sign Down/Missing (Traffic Services)	6	6	6	0.0	0.4	1.0	83%	0	0	0
Signal - Other (Traffic Services)	6	6	6	0.0	0.2	10.0	100%	0	0	0
Tree Danger/Removal (Roadside Maintenance - Field Operations)	6	5	6	3.7	8.5	3.0	67%	1	0	0
Blighted / Vacant Property (Zone 4)	5	3	3	11.3	4.6	21.0	100%	0	2	1
Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operations)	5	5	2	0.0	1.7	30.0	50%	0	3	0
Other Regulatory Agencies	5	5	5	0.0	2.8	0.0	0	0	0	0
Sign - Preventative Maintenance (Traffic Services)	5	5	5	0.0	16.3	30.0	100%	0	0	0
Live Domestic Animals	4	0	3	0.0	0.0	0.0	0	0	1	0

Totals	439	331	366	1.0	4.8	-	75%	35	73	16
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Damaged Fire Hydrant	4	4	4	1.3	1.8	30.0	100%	0	0	0
Other	4	0	4	0.0	1.2	0.0	0	0	0	0
Yard Issue (Zone 4)	4	4	4	6.4	15.0	21.0	75%	0	0	0
Tree Hindering Sight Distance (Roadside Maintenance - Field Operations)	4	3	4	0.0	8.4	10.0	75%	1	0	0
Unlicensed Business Complaint	3	2	3	15.1	20.6	5.0	0	2	0	0
Property Maintenance (Zone 2)	3	3	3	0.7	2.8	21.0	100%	1	0	0
Illegal Dumping on Private Property (Zone 4)	3	3	3	16.5	22.6	21.0	33%	2	0	0
Permit / Licensing Issue (Zone 4)	3	1	3	9.4	9.0	21.0	100%	0	0	0
Remove Dead Animals in Roadway - Small (Field Operations)	3	3	3	0.0	1.3	3.0	67%	1	0	0
Remove Dead Animals in Roadway - Large (Field Operations)	3	2	3	0.0	0.2	1.0	100%	0	0	0
Signal - In Flash or Dark (Traffic Issues)	3	3	3	0.0	0.0	1.0	100%	0	0	0
Other	2	1	2	2.6	10.9	3.0	0	1	0	0
Yard Issue (Zone 2)	2	2	2	0.6	2.6	21.0	100%	0	0	0
Excessively Barking Dog – Late Night Nuisance (Zone 4)	2	0	2	0.0	2.3	7.0	100%	0	0	0

Totals	439	331	366	1.0	4.8	-	75%	35	73	16
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Bridge Maintenance	2	2	2	0.1	19.8	365.0	100%	0	0	0
Damaged Inlet/Catch Basin (Storm Water Issues - Field Operations)	2	2	1	0.0	0.0	30.0	100%	0	1	0
Roadside Maintenance (Field Operations)	2	2	2	0.0	0.8	10.0	100%	0	0	0
Sign - Long Term Repair (Traffic Services)	2	2	2	0.0	17.0	120.0	100%	0	0	0
Traffic Calming Requests (Traffic Services)	2	2	0	0.0	0.0	120.0	0	0	2	0
Traffic Operations - Other (Traffic Services)	2	2	1	0.0	6.9	30.0	100%	0	1	0
Business Licenses (Economic Development - Destination South Fulton)	1	0	1	0.0	0.0	2.0	100%	0	0	0
Capital Improvement Projects (CIP) - Public Works	1	1	1	0.1	1.1	0.0	0	0	0	0
GIS (Geographic Information Systems)	1	0	1	0.0	0.1	2.0	100%	0	0	0
Land Development (Community and Regulatory Affairs)	1	0	0	0.0	0.0	3.0	0	0	1	1
Live Wild Animals	1	0	1	0.0	0.0	1.0	100%	0	0	0
Sprinkler System Review (Businesses Only)	1	0	1	0.0	5.0	3.0	0	1	0	0
Blighted / Vacant Property (Zone 2)	1	1	1	0.7	5.2	21.0	100%	0	0	0
Dead Animal Pickup on Private Property (Zone 2)	1	0	1	0.0	5.0	7.0	100%	0	0	0
Totals	439	331	366	1.0	4.8	-	75%	35	73	16

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Commercial Vehicles in Residential Zones (Zone 2)	1	1	1	1.7	3.0	21.0	100%	0	0	0
Dead Animal Pickup on Private Property (Zone 4)	1	1	0	11.3	0.0	7.0	0	0	1	1
Commercial Vehicles in Residential Zones (Zone 4)	1	0	1	0.0	5.2	21.0	100%	0	0	0
Cross Drain Maintenance (Unpaved Road Maintenance - Field Operations)	1	1	0	0.1	0.0	30.0	0	0	1	0
Curb/Gutter Maintenance (Roadway Maintenance - Field Operations)	1	1	1	0.0	0.3	30.0	100%	0	0	0
Damaged Guard Rail (Roadway Construction - Field Operations)	1	1	0	0.1	0.0	30.0	0	0	1	0
Down Tree Removal from Roadway (Field Operations)	1	1	1	0.0	0.5	3.0	100%	0	0	0
Roadway Maintenance (Field Operations)	1	1	1	0.0	0.1	10.0	100%	0	0	0
Rough Road (Unpaved Road Maintenance - Field Operations)	1	1	1	0.0	1.0	10.0	100%	0	0	0
Sidewalk Cracking / Broken (Field Operations)	1	1	1	0.0	0.7	10.0	100%	0	0	0
Special Projects (Field Operations)	1	1	1	0.0	0.1	30.0	100%	0	0	0
Streetlights (Outages, New Requests, Repairs, Maintenance)	1	1	1	0.0	3.4	15.0	0	0	0	0

Totals	439	331	366	1.0	4.8	-	75%	35	73	16
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Noise Complaint (Hartsfield-Jackson Atlanta International Airport)	1	0	1	0.0	1.0	0.0	0	0	0	0
Totals	439	331	366	1.0	4.8	-	75%	35	73	16

COSF CRC Report

District 3

October 1, 2019 - January 31, 2020

Prepared for Councilwoman Willis by the Office of Programs and Performance

Requests filtered by that have been created and and filtered to **all categories** within

DTA: Days to Acknowledge **DTC:** Days to Close **O&O:** Open and Overdue

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Other	78	76	62	0.1	9.5	0.0	0	4	16	0
Remove / Pick-Up Litter (Field Operations)	56	52	56	0.0	1.1	10.0	93%	2	0	0
Reception Call	35	2	34	1.1	0.3	1.0	88%	4	1	1
Illegal Dumping in Right-of-Way (Field Operations)	31	30	31	0.0	1.5	3.0	94%	1	0	0
Clean Up Day	29	26	29	0.0	7.1	0.0	0	1	0	0
Building Permits	26	0	16	0.0	4.2	2.0	75%	4	10	10
Planning & Zoning (Community & Regulatory Affairs)	26	0	10	0.0	0.2	0.0	0	0	16	0
Pothole (Asphalt Paved Maintenance - Field Operations)	26	23	26	0.0	1.5	3.0	92%	0	0	0
Property Maintenance (Zone 6)	17	16	17	0.5	8.6	21.0	88%	3	0	0
Sanitation (Public Works - Field Operations)	13	6	13	0.0	1.0	0.0	0	0	0	0
Additional Patrol Request	12	6	12	0.5	1.2	1.0	50%	5	0	0
Remove Dead Animals in Right-of-Way (Field Operations)	12	12	12	0.0	2.5	3.0	92%	0	0	0

Totals	587	418	513	0.7	5.2	-	79%	45	74	26
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Down Tree Removal from Right of Way (Field Operations)	10	8	10	0.0	1.5	3.0	100%	0	0	0
Abandoned / Inoperative / Junk Vehicle (Zone 4)	9	5	9	7.2	11.7	21.0	78%	2	0	0
Illegal Dumping on Private Property (Zone 4)	9	5	9	2.3	8.8	21.0	89%	1	0	0
Property Maintenance (Zone 4)	8	6	8	3.5	9.4	21.0	100%	0	0	0
Yard Issue (Zone 4)	8	7	8	3.8	11.8	21.0	88%	1	0	0
Yard Issue (Zone 6)	8	8	7	3.0	15.4	21.0	71%	2	1	1
Other Regulatory Agencies	8	7	8	1.6	7.3	0.0	0	0	0	0
Sign - Other Sign Down/Missing (Traffic Services)	8	8	8	0.0	2.2	10.0	100%	0	0	0
Sign - Stop/Yield Sign Down/Missing (Traffic Services)	8	7	8	0.0	0.0	1.0	100%	0	0	0
Other	7	3	7	2.7	4.3	0.0	0	0	0	0
Abandoned / Inoperative / Junk Vehicle (Zone 6)	7	7	5	4.9	18.4	21.0	60%	2	2	2
Construction	7	7	3	0.6	35.9	0.0	0	0	4	0
Sign - Preventative Maintenance (Traffic Services)	7	7	7	0.1	16.9	30.0	100%	0	0	0
Signal - In Flash or Dark (Traffic Issues)	7	7	7	0.0	0.0	1.0	100%	0	0	0

Totals	587	418	513	0.7	5.2	-	79%	45	74	26
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Blighted / Vacant Property (Zone 4)	6	3	6	4.2	8.0	21.0	100%	0	0	0
Sign - Long Term Repair (Traffic Services)	6	6	3	0.0	13.6	120.0	100%	0	3	0
Signal - Other (Traffic Services)	6	6	6	0.7	2.0	10.0	100%	0	0	0
Outdoor Requests (Other)	5	1	0	2.8	0.0	3.0	0	0	5	5
Remove Dead Animals in Roadway - Large (Field Operations)	5	4	5	0.0	0.3	1.0	100%	0	0	0
Open Records Request	4	4	4	1.2	6.3	3.0	25%	2	0	0
Dead Animal Pickup on Private Property (Zone 4)	4	3	4	5.8	6.7	7.0	50%	2	0	0
Illegal Dumping In Roadway (Field Operations)	4	4	4	0.0	1.0	1.0	50%	0	0	0
Signal - Long Term Repair (Traffic Services)	4	3	2	0.0	0.2	120.0	100%	0	2	0
Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operations)	3	3	1	0.0	3.7	30.0	100%	0	2	0
Tree Danger/Removal (Roadside Maintenance - Field Operations)	3	3	3	0.0	0.7	3.0	100%	0	0	0
Noise Complaint (Hartsfield-Jackson Atlanta International Airport)	3	0	3	0.0	6.2	0.0	0	0	0	0
Business Licenses (Economic Development - Destination South Fulton)	2	0	2	0.0	0.0	2.0	100%	0	0	0

Totals	587	418	513	0.7	5.2	-	79%	45	74	26
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Live Domestic Animals	2	0	1	0.0	0.0	0.0	0	0	1	0
Municipal Court	2	0	1	0.0	0.0	0.0	0	0	1	0
Other	2	1	2	0.1	1.5	3.0	100%	0	0	0
Unlicensed Business Complaint	2	1	2	0.0	12.1	5.0	50%	1	0	0
Damaged Fire Hydrant	2	2	2	0.9	3.0	30.0	100%	0	0	0
Trash & Litter or Cleaning Requests - Parks & Rec. Facilities	2	0	0	0.0	0.0	2.0	0	0	2	2
Commercial Vehicles in Residential Zones (Zone 4)	2	1	2	3.3	12.8	21.0	50%	1	0	0
Blighted / Vacant Property (Zone 6)	2	2	2	2.7	11.4	21.0	100%	0	0	0
Illegal Dumping on Private Property (Zone 6)	2	2	2	0.3	11.2	21.0	100%	0	0	0
Clogged Culvert (Drainage Maintenance - Field Operations)	2	1	2	0.0	0.1	10.0	100%	0	0	0
Curb/Gutter Maintenance (Roadway Maintenance - Field Operations)	2	2	1	0.0	0.3	30.0	100%	0	1	0
Right-of-Way Mowing (Roadway Maintenance - Field Operations)	2	2	2	0.0	0.5	10.0	100%	0	0	0
Signal - Preventative Maintenance (Traffic Services)	2	2	2	0.0	33.0	90.0	100%	0	0	0
Street Flooding (Drainage Maintenance - Field Operations)	2	1	2	0.0	0.6	1.0	50%	0	0	0
Totals	587	418	513	0.7	5.2	-	79%	45	74	26

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Traffic Calming Requests (Traffic Services)	2	2	0	0.0	0.0	120.0	0	0	2	0
Traffic Operations - Other (Traffic Services)	2	2	2	0.0	0.0	30.0	100%	0	0	0
City Manager	1	0	1	0.0	5.8	2.0	0	1	0	0
GIS (Geographic Information Systems)	1	0	1	0.0	0.0	2.0	100%	0	0	0
Land Development (Community and Regulatory Affairs)	1	0	0	0.0	0.0	3.0	0	0	1	1
Fire Apparatus Request (for Community Events)	1	0	1	0.0	6.0	2.0	0	1	0	0
Illegal Dumping on Private Property (Zone 2)	1	1	1	0.0	4.1	21.0	100%	0	0	0
Permit / Licensing Issue (Zone 2)	1	0	1	0.0	25.2	21.0	0	1	0	0
Permit / Licensing Issue (Zone 4)	1	1	1	4.5	25.0	21.0	0	1	0	0
Excessively Barking Dog – Late Night Nuisance (Zone 5)	1	0	0	0.0	0.0	7.0	0	0	1	1
Illegal Dumping on Private Property (Zone 5)	1	1	1	3.1	6.5	21.0	100%	0	0	0
Dead Animal Pickup on Private Property (Zone 5)	1	0	0	0.0	0.0	7.0	0	0	1	1
Tree Fallen (Zone 5)	1	1	0	12.1	0.0	7.0	0	0	1	1
Property Maintenance (Zone 5)	1	0	1	0.0	2.2	21.0	100%	0	0	0

Totals	587	418	513	0.7	5.2	-	79%	45	74	26
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Dead Trees (Zone 6)	1	0	1	0.0	13.1	7.0	0	1	0	0
Dead Animal Pickup on Private Property (Zone 6)	1	1	0	2.3	4.7	7.0	0	0	1	1
Permit / Licensing Issue (Zone 6)	1	1	1	1.5	13.1	21.0	100%	0	0	0
Abandoned / Inoperative / Junk Vehicle (Zone 12)	1	1	1	3.0	24.6	21.0	0	1	0	0
Illegal Dumping on Private Property (Zone 12)	1	1	1	0.9	11.5	21.0	100%	0	0	0
Yard Issue (Zone 12)	1	1	1	25.1	46.5	21.0	0	1	0	0
Clogged Inlet (Storm Water Issues - Field Operations)	1	1	1	0.0	3.1	3.0	0	0	0	0
Damaged Curb (Roadway Maintenance - Field Operations)	1	1	1	0.0	9.0	10.0	100%	0	0	0
Damaged Guard Rail (Roadway Construction - Field Operations)	1	1	1	0.0	0.3	30.0	100%	0	0	0
Down Tree Removal from Roadway (Field Operations)	1	1	1	0.0	0.0	3.0	100%	0	0	0
High Grass/Weeds in Right-of-Way (Field Operations)	1	0	1	0.0	0.1	10.0	100%	0	0	0
Remove Dead Animals in Roadway - Small (Field Operations)	1	1	1	0.1	3.2	3.0	0	0	0	0
Roads / Bridges Weight Restrictions Signs Down / Gone (Traffic Services)	1	1	1	0.0	0.0	3.0	100%	0	0	0

Totals	587	418	513	0.7	5.2	-	79%	45	74	26
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Roadside Maintenance (Field Operations)	1	0	1	0.0	0.0	10.0	100%	0	0	0
Rough Road (Unpaved Road Maintenance - Field Operations)	1	0	1	0.0	0.0	10.0	100%	0	0	0
Tree Hindering Sight Distance (Roadside Maintenance - Field Operations)	1	1	1	0.0	0.1	10.0	100%	0	0	0
Totals	587	418	513	0.7	5.2	-	79%	45	74	26

COSF CRC Report

District 4

October 1, 2019 - January 31, 2020

Prepared for Councilwoman Gilyard by the Office of Programs and Performance

Requests filtered by that have been created and and filtered to **all categories** within

DTA: Days to Acknowledge **DTC:** Days to Close **O&O:** Open and Overdue

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Reception Call	436	13	434	1.8	0.3	1.0	92%	23	2	2
Open Records Request	192	175	191	0.5	3.1	3.0	69%	40	1	1
Building Permits	105	1	83	0.2	3.7	2.0	78%	18	22	22
Other	99	92	74	0.4	9.3	0.0	0	2	25	1
Planning & Zoning (Community & Regulatory Affairs)	93	0	29	0.0	0.1	0.0	0	0	64	0
Sanitation (Public Works - Field Operations)	67	17	66	0.0	0.5	0.0	0	0	1	0
Clean Up Day	54	27	54	0.5	3.6	0.0	0	1	0	0
Additional Patrol Request	27	4	27	2.0	2.6	1.0	48%	12	0	0
Live Domestic Animals	25	0	22	0.0	0.0	0.0	0	0	3	0
Municipal Court	24	0	15	0.0	0.0	0.0	0	0	9	0
Illegal Dumping in Right- of-Way (Field Operations)	23	20	23	0.0	1.5	3.0	83%	0	0	0
Pothole (Asphalt Paved Maintenance - Field Operations)	23	19	23	0.0	1.8	3.0	74%	1	0	0
Property Maintenance (Zone 5)	21	17	20	1.0	3.4	21.0	100%	0	1	0
Abandoned / Inoperative / Junk Vehicle (Zone 5)	20	15	15	0.8	5.6	21.0	87%	2	5	3
Totals	1,480	596	1,316	0.6	2.4	-	80%	124	164	42

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Remove Dead Animals in Right-of-Way (Field Operations)	20	20	20	0.0	0.9	3.0	95%	0	0	0
Remove / Pick-Up Litter (Field Operations)	14	13	14	0.0	1.9	10.0	93%	0	0	0
Business Licenses (Economic Development - Destination South Fulton)	13	1	13	3.8	0.7	2.0	85%	2	0	0
Construction	11	11	6	0.0	14.5	0.0	0	0	5	0
Sign - Other Sign Down/Missing (Traffic Services)	11	11	11	0.0	1.7	10.0	100%	0	0	0
Illegal Dumping on Private Property (Zone 5)	10	10	8	0.6	6.4	21.0	100%	0	2	0
Yard Issue (Zone 5)	9	8	9	0.4	4.1	21.0	100%	0	0	0
Other Regulatory Agencies	9	9	9	2.4	6.5	0.0	0	1	0	0
Sign - Stop/Yield Sign Down/Missing (Traffic Services)	9	9	9	0.0	0.1	1.0	100%	0	0	0
Signal - Other (Traffic Services)	9	8	9	0.1	0.1	10.0	100%	0	0	0
Streetlights (Outages, New Requests, Repairs, Maintenance)	8	7	8	0.5	2.1	15.0	63%	2	0	0
Illegal Dumping In Roadway (Field Operations)	7	7	7	0.1	1.4	1.0	43%	2	0	0
Sign - Preventative Maintenance (Traffic Services)	7	7	7	0.1	18.6	30.0	100%	0	0	0

Totals	1,480	596	1,316	0.6	2.4	-	80%	124	164	42
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Live Wild Animals	6	0	5	0.0	0.0	1.0	100%	0	1	1
Clogged Inlet (Storm Water Issues - Field Operations)	6	6	6	0.0	1.2	3.0	100%	0	0	0
Signal - In Flash or Dark (Traffic Issues)	6	6	6	0.0	0.0	1.0	100%	0	0	0
City Clerk	5	0	4	0.0	5.1	5.0	75%	1	1	1
GIS (Geographic Information Systems)	5	0	5	0.0	0.7	2.0	80%	1	0	0
Other	5	1	5	0.8	0.8	3.0	100%	0	0	0
Commercial Vehicles in Residential Zones (Zone 5)	5	3	4	1.2	5.1	21.0	100%	0	1	1
Remove Dead Animals in Roadway - Small (Field Operations)	5	5	5	0.0	2.8	3.0	60%	1	0	0
Human Resources	4	0	4	0.0	2.1	2.0	50%	2	0	0
Other	4	1	2	0.0	3.7	0.0	0	1	2	0
Remove Dead Animals in Roadway - Large (Field Operations)	4	4	4	0.0	0.3	1.0	100%	0	0	0
Roadway Maintenance (Field Operations)	4	2	4	0.0	2.4	10.0	100%	0	0	0
Contract and Purchasing Oversight (Finance & Administrative Services)	3	1	1	17.2	17.2	2.0	0	1	2	2
Land Development (Community and Regulatory Affairs)	3	0	2	0.0	6.0	3.0	50%	1	1	1

Totals	1,480	596	1,316	0.6	2.4	-	80%	124	164	42
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Damaged Fire Hydrant	3	3	3	2.7	2.8	30.0	100%	1	0	0
Dead Animal Pickup on Private Property (Zone 5)	3	1	3	0.3	0.1	7.0	100%	0	0	0
Rough Road (Unpaved Road Maintenance - Field Operations)	3	2	3	0.0	4.2	10.0	67%	1	0	0
Traffic Operations - Other (Traffic Services)	3	3	2	0.1	0.4	30.0	100%	0	1	0
Tree Danger/Removal (Roadside Maintenance - Field Operations)	3	2	3	0.0	0.5	3.0	100%	1	0	0
Accounts Payable (Finance & Administrative Services)	2	0	1	0.0	0.0	2.0	100%	0	1	1
Budget Development and Oversight, Financial Auditing Support and Compliance (Finance & Administrative Services)	2	0	0	0.0	0.0	2.0	0	0	2	2
Capital Improvement Projects (CIP) - Public Works	2	0	0	0.0	0.0	0.0	0	0	2	1
Communications & External Affairs	2	1	1	49.1	11.3	2.0	0	1	1	1
Illegal Dumping on Private Property (Zone 2)	2	2	2	1.5	9.6	21.0	100%	2	0	0
Property Maintenance (Zone 2)	2	2	2	0.4	11.4	21.0	100%	1	0	0
Yard Issue (Zone 2)	2	2	2	0.1	0.2	21.0	100%	0	0	0
Yard Issue (Zone 4)	2	1	1	12.4	15.3	21.0	100%	0	1	1

Totals	1,480	596	1,316	0.6	2.4	-	80%	124	164	42
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Blighted / Vacant Property (Zone 5)	2	2	2	0.9	1.8	21.0	100%	0	0	0
Excessively Barking Dog – Late Night Nuisance (Zone 5)	2	1	2	0.0	0.0	7.0	100%	0	0	0
Permit / Licensing Issue (Zone 5)	2	1	1	0.5	6.2	21.0	100%	0	1	0
Bridge Maintenance	2	2	1	0.4	3.7	365.0	100%	0	1	0
Down Tree Removal from Roadway (Field Operations)	2	2	2	0.0	0.1	3.0	100%	0	0	0
Sidewalk Cracking / Broken (Field Operations)	2	2	2	0.0	9.5	10.0	100%	0	0	0
Signal - Preventative Maintenance (Traffic Services)	2	2	2	0.0	40.1	90.0	100%	0	0	0
Tree Hindering Sight Distance (Roadside Maintenance - Field Operations)	2	2	2	0.0	4.7	10.0	100%	0	0	0
Accounts Receivable (Finance & Administrative Services)	1	0	1	0.0	2.1	2.0	0	0	0	0
Information Technology	1	0	1	0.0	2.2	2.0	0	1	0	0
Unlicensed Business Complaint	1	0	1	0.0	5.8	5.0	0	0	0	0
Business Inquiry	1	0	1	0.0	0.0	10.0	100%	0	0	0
Fire Alarm System Review (Businesses Only)	1	0	1	0.0	5.0	3.0	0	1	0	0
Trespassing	1	0	0	0.0	0.0	1.0	0	0	1	1
Totals	1,480	596	1,316	0.6	2.4	-	80%	124	164	42

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Recreation Programs	1	1	1	0.3	0.3	3.0	100%	0	0	0
Tree Fallen (Zone 4)	1	0	1	0.0	0.7	7.0	100%	0	0	0
Dead Trees (Zone 5)	1	0	1	0.0	0.0	7.0	100%	0	0	0
Clogged Culvert (Drainage Maintenance - Field Operations)	1	1	1	0.0	1.0	10.0	100%	0	0	0
Curb/Gutter Maintenance (Roadway Maintenance - Field Operations)	1	1	0	0.0	0.0	30.0	0	0	1	0
Damaged Curb (Roadway Maintenance - Field Operations)	1	1	1	0.0	9.8	10.0	100%	0	0	0
Damaged Inlet/Catch Basin (Storm Water Issues - Field Operations)	1	1	0	0.0	0.0	30.0	0	0	1	0
Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operations)	1	1	0	0.0	0.0	30.0	0	0	1	0
Manhole Covers (Roadside Maintenance - Field Operations)	1	1	1	0.0	2.2	3.0	100%	0	0	0
Roadside Maintenance (Field Operations)	1	1	1	0.3	10.7	10.0	0	1	0	0
Sign - Long Term Repair (Traffic Services)	1	1	0	0.1	0.0	120.0	0	0	1	0
Signal - Long Term Repair (Traffic Services)	1	1	1	0.0	16.9	120.0	100%	0	0	0
Sink Holes (Drainage Maintenance - Field Operations)	1	1	1	0.1	1.4	10.0	100%	0	0	0

Totals	1,480	596	1,316	0.6	2.4	-	80%	124	164	42
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Street Flooding (Drainage Maintenance - Field Operations)	1	1	1	0.0	0.0	1.0	100%	0	0	0
Traffic Calming Requests (Traffic Services)	1	1	0	0.0	0.0	120.0	0	0	1	0
Noise Complaint (Hartsfield-Jackson Atlanta International Airport)	1	0	1	0.0	9.0	0.0	0	0	0	0
Totals	1,480	596	1,316	0.6	2.4	-	80%	124	164	42

COSF CRC Report

District 5 *October 1, 2019 - December 31, 2019*

Prepared for Councilwoman Jackson by the Office of Programs and Performance

Requests filtered by that have been created and and filtered to **all categories** within

DTA: Days to Acknowledge **DTC:** Days to Close **O&O:** Open and Overdue

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Other	66	64	55	0.1	10.3	0.0	0	2	11	0
Property Maintenance (Zone 8)	26	25	26	1.7	7.8	21.0	92%	2	0	0
Clean Up Day	24	24	24	0.0	5.4	0.0	0	1	0	0
Pothole (Asphalt Paved Maintenance - Field Operations)	19	17	19	0.0	2.1	3.0	58%	1	0	0
Remove / Pick-Up Litter (Field Operations)	19	19	19	0.0	2.6	10.0	68%	2	0	0
Reception Call	16	1	15	0.1	0.3	1.0	87%	1	1	1
Illegal Dumping in Right-of-Way (Field Operations)	15	15	15	0.0	2.2	3.0	67%	1	0	0
Planning & Zoning (Community & Regulatory Affairs)	14	1	7	0.5	1.5	0.0	0	0	7	0
Property Maintenance (Zone 6)	14	13	14	0.9	6.5	21.0	100%	0	0	0
Building Permits	13	0	7	0.0	2.6	2.0	86%	1	6	6
Sanitation (Public Works - Field Operations)	13	3	13	0.0	0.4	0.0	0	0	0	0
Yard Issue (Zone 6)	13	9	13	0.6	6.1	21.0	100%	0	0	0
Abandoned / Inoperative / Junk Vehicle (Zone 6)	12	9	10	0.6	6.7	21.0	90%	1	2	0

Totals	430	340	380	0.5	5.4	-	76%	26	50	14
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Yard Issue (Zone 8)	10	9	10	2.5	5.6	21.0	100%	0	0	0
Additional Patrol Request	9	1	9	0.3	2.6	1.0	44%	4	0	0
Signal - Other (Traffic Services)	9	9	9	0.0	0.2	10.0	100%	0	0	0
Other Regulatory Agencies	8	7	8	0.2	7.2	0.0	0	0	0	0
Right-of-Way Mowing (Roadway Maintenance - Field Operations)	8	8	8	0.0	3.6	10.0	88%	0	0	0
Signal - Preventative Maintenance (Traffic Services)	7	7	3	0.0	34.8	90.0	100%	0	4	0
Illegal Dumping on Private Property (Zone 8)	6	6	6	2.9	10.9	21.0	83%	1	0	0
Sign - Other Sign Down/Missing (Traffic Services)	6	6	6	0.1	2.4	10.0	100%	0	0	0
Other	5	4	4	0.0	16.5	3.0	25%	2	1	1
Property Maintenance (Zone 12)	5	5	5	3.8	6.8	21.0	100%	0	0	0
Construction	5	5	2	0.1	0.9	0.0	0	0	3	0
Signal - In Flash or Dark (Traffic Issues)	5	5	5	0.0	0.0	1.0	100%	0	0	0
Open Records Request	4	3	4	0.4	1.7	3.0	75%	1	0	0
Remove Dead Animals in Right-of-Way (Field Operations)	4	4	4	0.0	0.1	3.0	100%	0	0	0

Totals	430	340	380	0.5	5.4	-	76%	26	50	14
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Tree Danger/Removal (Roadside Maintenance - Field Operations)	4	4	4	0.0	0.8	3.0	100%	0	0	0
Live Domestic Animals	3	1	1	2.0	2.0	0.0	0	0	2	1
Other	3	2	2	1.2	2.9	0.0	0	0	1	0
Damaged Fire Hydrant	3	3	3	0.7	0.8	30.0	100%	0	0	0
Other	3	1	3	0.8	1.1	0.0	0	0	0	0
Blighted / Vacant Property (Zone 6)	3	3	3	0.9	6.5	21.0	100%	0	0	0
Illegal Dumping on Private Property (Zone 6)	3	3	3	0.4	3.9	21.0	100%	0	0	0
Commercial Vehicles in Residential Zones (Zone 6)	3	2	2	0.2	3.2	21.0	100%	0	1	0
Blighted / Vacant Property (Zone 8)	3	3	3	3.1	4.7	21.0	100%	0	0	0
Abandoned / Inoperative / Junk Vehicle (Zone 8)	3	3	2	2.8	19.5	21.0	50%	1	1	1
Clogged Inlet (Storm Water Issues - Field Operations)	3	3	3	0.0	1.0	3.0	100%	0	0	0
Damaged Inlet/Catch Basin (Storm Water Issues - Field Operations)	3	3	2	0.0	9.6	30.0	100%	0	1	0
Illegal Dumping In Roadway (Field Operations)	3	2	3	0.1	0.6	1.0	67%	0	0	0
Roadway Maintenance (Field Operations)	3	3	3	0.0	0.0	10.0	100%	0	0	0

Totals	430	340	380	0.5	5.4	-	76%	26	50	14
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Excessively Barking Dog – Late Night Nuisance (Zone 6)	2	0	0	0.0	0.0	7.0	0	0	2	2
Permit / Licensing Issue (Zone 6)	2	2	1	0.5	5.5	21.0	100%	0	1	0
Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operations)	2	2	1	0.0	0.0	30.0	100%	0	1	0
Sidewalk Cracking / Broken (Field Operations)	2	2	2	0.0	4.7	10.0	100%	0	0	0
Sign - Long Term Repair (Traffic Services)	2	2	2	0.0	7.5	120.0	100%	0	0	0
Traffic Operations - Other (Traffic Services)	2	2	2	0.0	0.4	30.0	100%	0	0	0
Capital Improvement Projects (CIP) - Public Works	1	1	1	0.1	0.2	0.0	0	0	0	0
Communications & External Affairs	1	0	1	0.0	22.4	2.0	0	1	0	0
Land Development (Community and Regulatory Affairs)	1	0	0	0.0	0.0	3.0	0	0	1	1
Unlicensed Business Complaint	1	1	1	0.1	23.2	5.0	0	1	0	0
Trash & Litter or Cleaning Requests - Parks & Rec. Facilities	1	1	1	1.0	1.6	2.0	100%	0	0	0
Property Maintenance (Zone 2)	1	1	1	0.0	3.4	21.0	100%	0	0	0
Dead Animal Pickup on Private Property (Zone 6)	1	1	0	0.2	0.0	7.0	0	0	1	1

Totals	430	340	380	0.5	5.4	-	76%	26	50	14
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Permit / Licensing Issue (Zone 8)	1	1	1	5.2	10.3	21.0	100%	0	0	0
Tree Fallen (Zone 8)	1	0	1	0.0	26.9	7.0	0	1	0	0
Commercial Vehicles in Residential Zones (Zone 8)	1	0	1	0.0	0.8	21.0	100%	0	0	0
Tree Fallen (Zone 12)	1	0	1	0.0	15.2	7.0	0	1	0	0
Curb/Gutter Maintenance (Roadway Maintenance - Field Operations)	1	1	0	0.1	0.0	30.0	0	0	1	0
High Grass/Weeds in Right-of-Way (Field Operations)	1	1	1	0.0	0.7	10.0	100%	0	0	0
Manhole Covers (Roadside Maintenance - Field Operations)	1	1	1	0.0	2.4	3.0	100%	0	0	0
Remove Dead Animals in Roadway - Small (Field Operations)	1	1	1	0.0	2.4	3.0	100%	0	0	0
Remove Dead Animals in Roadway - Large (Field Operations)	1	1	1	0.0	0.4	1.0	100%	0	0	0
Sign - Stop/Yield Sign Down/Missing (Traffic Services)	1	1	1	0.0	0.0	1.0	100%	0	0	0
Sink Holes (Drainage Maintenance - Field Operations)	1	1	1	0.0	10.5	10.0	0	1	0	0
Streetlights (Outages, New Requests, Repairs, Maintenance)	1	1	0	0.1	0.0	15.0	0	0	1	0
Traffic Calming Requests (Traffic Services)	1	1	0	0.0	0.0	120.0	0	0	1	0
Totals	430	340	380	0.5	5.4	-	76%	26	50	14

COSF CRC Report

District 6 *October 1, 2019 - January 31, 2020*

Prepared for Councilman khalid by the Office of Programs and Performance

Requests filtered by that have been created and and filtered to **all categories** within

DTA: Days to Acknowledge **DTC:** Days to Close **O&O:** Open and Overdue

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Other	77	76	59	0.3	10.3	0.0	0	4	18	0
Clean Up Day	45	42	45	0.5	5.7	0.0	0	3	0	0
Other	27	24	22	0.9	5.5	0.0	0	1	5	0
Sanitation (Public Works - Field Operations)	23	8	22	0.1	0.7	0.0	0	0	1	0
Reception Call	21	0	21	0.0	0.1	1.0	95%	1	0	0
Property Maintenance (Zone 7)	21	15	20	3.7	8.9	21.0	90%	2	1	0
Planning & Zoning (Community & Regulatory Affairs)	20	0	5	0.0	0.1	0.0	0	0	15	0
Property Maintenance (Zone 9)	15	13	15	1.4	6.5	21.0	93%	1	0	0
Yard Issue (Zone 7)	14	7	14	5.2	9.4	21.0	93%	1	0	0
Remove / Pick-Up Litter (Field Operations)	14	13	14	0.0	2.0	10.0	79%	1	0	0
Other Regulatory Agencies	11	11	11	0.0	2.6	0.0	0	0	0	0
Abandoned / Inoperative / Junk Vehicle (Zone 7)	10	7	10	2.9	12.9	21.0	80%	2	0	0
Signal - Other (Traffic Services)	10	10	10	0.0	1.5	10.0	90%	0	0	0
Building Permits	9	0	4	0.0	5.9	2.0	75%	1	5	5
Totals	510	388	444	0.8	5.5	-	80%	34	66	7

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Construction	9	9	1	0.1	3.5	0.0	0	0	8	0
Remove Dead Animals in Right-of-Way (Field Operations)	9	7	9	0.5	1.2	3.0	89%	0	0	0
Blighted / Vacant Property (Zone 9)	8	8	8	1.0	3.6	21.0	100%	0	0	0
Abandoned / Inoperative / Junk Vehicle (Zone 9)	8	7	6	0.3	14.5	21.0	50%	3	2	1
Illegal Dumping in Right-of-Way (Field Operations)	8	8	8	0.0	2.7	3.0	63%	1	0	0
Sign - Other Sign Down/Missing (Traffic Services)	7	7	7	0.0	2.9	10.0	100%	0	0	0
Additional Patrol Request	6	2	6	0.1	3.6	1.0	67%	2	0	0
Other	6	2	4	0.5	0.7	0.0	0	0	2	0
Property Maintenance (Zone 8)	6	6	6	0.6	3.9	21.0	100%	0	0	0
Illegal Dumping on Private Property (Zone 12)	6	4	6	1.7	5.9	21.0	100%	0	0	0
Sign - Stop/Yield Sign Down/Missing (Traffic Services)	6	6	6	0.0	0.1	1.0	100%	0	0	0
Signal - Preventative Maintenance (Traffic Services)	6	6	3	0.0	12.0	90.0	100%	0	3	0
Streetlights (Outages, New Requests, Repairs, Maintenance)	6	6	6	0.0	1.2	15.0	100%	0	0	0
Open Records Request	5	2	5	0.1	0.4	3.0	100%	0	0	0
Totals	510	388	444	0.8	5.5	-	80%	34	66	7

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Clogged Culvert (Drainage Maintenance - Field Operations)	5	4	5	0.0	5.3	10.0	80%	0	0	0
Signal - In Flash or Dark (Traffic Issues)	5	5	5	0.0	0.0	1.0	100%	0	0	0
Live Domestic Animals	4	0	3	0.0	0.0	0.0	0	0	1	0
Other	4	4	4	6.0	9.2	3.0	0	2	0	0
Illegal Dumping on Private Property (Zone 9)	4	4	4	0.5	1.1	21.0	100%	0	0	0
Yard Issue (Zone 9)	4	4	4	1.8	9.7	21.0	75%	1	0	0
Remove Dead Animals in Roadway - Small (Field Operations)	4	4	4	0.0	2.9	3.0	50%	0	0	0
Right-of-Way Mowing (Roadway Maintenance - Field Operations)	4	4	4	0.0	1.0	10.0	100%	0	0	0
Sign - Preventative Maintenance (Traffic Services)	4	4	4	0.9	8.0	30.0	100%	0	0	0
Traffic Calming Requests (Traffic Services)	4	3	1	0.2	0.0	120.0	100%	0	3	0
Property Maintenance (Zone 2)	3	3	3	6.3	20.7	21.0	33%	3	0	0
Commercial Vehicles in Residential Zones (Zone 7)	3	1	3	0.8	2.3	21.0	100%	0	0	0
Blighted / Vacant Property (Zone 8)	3	3	3	0.6	2.9	21.0	100%	0	0	0
Abandoned / Inoperative / Junk Vehicle (Zone 8)	3	3	2	1.7	4.0	21.0	100%	0	1	1

Totals	510	388	444	0.8	5.5	-	80%	34	66	7
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Illegal Dumping In Roadway (Field Operations)	3	3	3	0.3	1.0	1.0	33%	0	0	0
Sign - Long Term Repair (Traffic Services)	3	3	2	0.0	14.1	120.0	100%	0	1	0
Business Licenses (Economic Development - Destination South Fulton)	2	1	2	2.2	2.1	2.0	50%	1	0	0
Blighted / Vacant Property (Zone 7)	2	1	2	0.8	10.8	21.0	100%	0	0	0
Illegal Dumping on Private Property (Zone 7)	2	1	2	8.5	7.7	21.0	100%	0	0	0
Commercial Vehicles in Residential Zones (Zone 9)	2	2	2	0.0	1.3	21.0	100%	0	0	0
Damaged Inlet/Catch Basin (Storm Water Issues - Field Operations)	2	2	2	0.0	29.9	30.0	50%	0	0	0
Down Tree Removal from Right of Way (Field Operations)	2	2	2	0.0	0.0	3.0	100%	0	0	0
High Grass/Weeds in Right-of-Way (Field Operations)	2	2	2	1.1	5.6	10.0	100%	0	0	0
Pothole (Asphalt Paved Maintenance - Field Operations)	2	2	2	0.0	2.8	3.0	50%	0	0	0
Roadway Maintenance (Field Operations)	2	2	2	0.0	0.0	10.0	100%	0	0	0
Tree Danger/Removal (Roadside Maintenance - Field Operations)	2	2	2	0.0	3.3	3.0	50%	0	0	0

Totals	510	388	444	0.8	5.5	-	80%	34	66	7
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Fire Alarm System Review (Businesses Only)	1	1	1	0.0	0.0	3.0	100%	0	0	0
Abandoned / Inoperative / Junk Vehicle (Zone 2)	1	0	1	0.0	1.5	21.0	100%	0	0	0
Illegal Dumping on Private Property (Zone 2)	1	1	1	0.0	6.6	21.0	100%	0	0	0
Permit / Licensing Issue (Zone 2)	1	1	1	0.9	12.5	21.0	100%	1	0	0
Illegal Dumping on Private Property (Zone 5)	1	1	1	0.0	10.7	21.0	100%	0	0	0
Tree Fallen (Zone 7)	1	0	1	0.0	8.1	7.0	0	1	0	0
Illegal Dumping on Private Property (Zone 8)	1	0	1	0.0	3.1	21.0	100%	0	0	0
Dead Animal Pickup on Private Property (Zone 8)	1	1	1	0.4	0.4	7.0	100%	0	0	0
Permit / Licensing Issue (Zone 8)	1	1	1	3.7	8.8	21.0	100%	0	0	0
Dead Trees (Zone 9)	1	1	1	0.0	30.1	7.0	0	1	0	0
Excessively Barking Dog – Late Night Nuisance (Zone 9)	1	1	1	0.5	7.7	7.0	0	0	0	0
Dead Animal Pickup on Private Property (Zone 9)	1	1	1	0.8	1.3	7.0	100%	0	0	0
Dead Trees (Zone 12)	1	0	1	0.0	17.3	7.0	0	1	0	0
Clogged Inlet (Storm Water Issues - Field Operations)	1	1	1	0.1	0.7	3.0	100%	0	0	0

Totals	510	388	444	0.8	5.5	-	80%	34	66	7
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Curb/Gutter Maintenance (Roadway Maintenance - Field Operations)	1	1	1	0.1	1.8	30.0	100%	0	0	0
Remove Dead Animals in Roadway - Large (Field Operations)	1	1	1	0.0	0.0	1.0	100%	0	0	0
Snow/Ice Removal (Inclement Weather - Field Operations)	1	1	1	0.0	0.7	1.0	100%	0	0	0
Totals	510	388	444	0.8	5.5	-	80%	34	66	7

COSF CRC Report

District 7

October 1, 2019 - January 31, 2020

Prepared for Mayor Pro-Tem Baker by the Office of Programs and Performance

Requests filtered by that have been created and and filtered to **all categories** within

DTA: Days to Acknowledge **DTC:** Days to Close **O&O:** Open and Overdue

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Other	59	59	46	0.3	9.1	0.0	0	2	13	1
Clean Up Day	38	36	38	0.5	5.8	0.0	0	2	0	0
Planning & Zoning (Community & Regulatory Affairs)	18	1	6	2.1	0.6	0.0	0	0	12	0
Property Maintenance (Zone 9)	17	17	16	2.0	5.0	21.0	100%	0	1	1
Sanitation (Public Works - Field Operations)	16	5	16	0.0	1.0	0.0	0	0	0	0
Illegal Dumping in Right- of-Way (Field Operations)	16	12	16	0.0	1.4	3.0	63%	1	0	0
Building Permits	15	0	7	0.0	2.5	2.0	86%	1	8	8
Reception Call	14	2	14	1.7	1.0	1.0	86%	1	0	0
Property Maintenance (Zone 11)	14	14	14	2.2	5.8	21.0	100%	0	0	0
Additional Patrol Request	13	5	13	0.3	3.2	1.0	23%	9	0	0
Other	11	10	11	1.9	13.5	0.0	0	0	0	0
Pothole (Asphalt Paved Maintenance - Field Operations)	11	11	11	0.0	1.9	3.0	91%	0	0	0
Remove / Pick-Up Litter (Field Operations)	11	11	11	0.0	0.8	10.0	100%	0	0	0
Totals	398	304	341	0.8	5.0	-	73%	28	57	14

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Right-of-Way Mowing (Roadway Maintenance - Field Operations)	8	8	8	0.0	4.7	10.0	75%	1	0	0
Remove Dead Animals in Right-of-Way (Field Operations)	7	6	7	0.0	1.1	3.0	100%	0	0	0
Sign - Other Sign Down/Missing (Traffic Services)	7	7	7	0.0	0.2	10.0	100%	0	0	0
Open Records Request	6	5	6	0.4	2.2	3.0	83%	2	0	0
Other	6	1	5	0.6	0.9	0.0	0	0	1	0
Property Maintenance (Zone 7)	6	3	6	1.6	9.5	21.0	67%	2	0	0
Commercial Vehicles in Residential Zones (Zone 9)	6	6	6	1.5	2.7	21.0	100%	0	0	0
Yard Issue (Zone 11)	6	6	6	2.1	3.5	21.0	100%	0	0	0
Illegal Dumping on Private Property (Zone 11)	5	5	5	0.6	15.7	21.0	60%	2	0	0
Construction	5	5	1	0.1	3.8	0.0	0	0	4	0
Other Regulatory Agencies	5	4	5	3.0	11.7	0.0	0	0	0	0
Sign - Long Term Repair (Traffic Services)	5	5	0	0.0	0.0	120.0	0	0	5	0
Yard Issue (Zone 7)	4	1	4	0.2	10.7	21.0	100%	0	0	0
Abandoned / Inoperative / Junk Vehicle (Zone 11)	4	2	2	2.2	4.4	21.0	100%	0	2	2
Illegal Dumping In Roadway (Field Operations)	4	4	4	0.1	1.1	1.0	75%	0	0	0
Totals	398	304	341	0.8	5.0	-	73%	28	57	14

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Sign - Stop/Yield Sign Down/Missing (Traffic Services)	4	4	4	0.0	1.7	1.0	75%	1	0	0
Other	3	2	3	0.8	3.1	3.0	33%	1	0	0
Abandoned / Inoperative / Junk Vehicle (Zone 9)	3	3	3	1.5	5.2	21.0	100%	0	0	0
Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operations)	3	3	0	0.0	0.0	30.0	0	0	3	0
Remove Dead Animals in Roadway - Large (Field Operations)	3	2	3	0.0	0.0	1.0	100%	0	0	0
Sign - Preventative Maintenance (Traffic Services)	3	3	3	0.0	10.6	30.0	100%	0	0	0
Signal - Preventative Maintenance (Traffic Services)	3	3	1	0.0	40.8	90.0	100%	0	2	0
Traffic Calming Requests (Traffic Services)	3	3	0	0.0	0.0	120.0	0	0	3	0
Land Development (Community and Regulatory Affairs)	2	0	0	0.0	0.0	3.0	0	0	2	2
Blighted / Vacant Property (Zone 9)	2	2	2	0.6	1.1	21.0	100%	0	0	0
Illegal Dumping on Private Property (Zone 9)	2	2	2	2.7	3.8	21.0	100%	0	0	0
Clogged Culvert (Drainage Maintenance - Field Operations)	2	2	2	0.0	0.6	10.0	100%	0	0	0

Totals	398	304	341	0.8	5.0	-	73%	28	57	14
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Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Signal - Other (Traffic Services)	2	2	2	0.0	0.0	10.0	100%	0	0	0
Streetlights (Outages, New Requests, Repairs, Maintenance)	2	2	2	0.0	0.0	15.0	0	0	0	0
Communications & External Affairs	1	0	1	0.0	12.8	2.0	0	1	0	0
GIS (Geographic Information Systems)	1	0	1	0.0	0.0	2.0	100%	0	0	0
Damaged Fire Hydrant	1	1	1	0.4	0.5	30.0	100%	0	0	0
Illegal Dumping on Private Property (Zone 2)	1	1	1	0.4	3.2	21.0	100%	0	0	0
Illegal Dumping on Private Property (Zone 5)	1	1	1	0.1	3.7	21.0	100%	0	0	0
Abandoned / Inoperative / Junk Vehicle (Zone 7)	1	0	1	0.0	0.0	21.0	100%	0	0	0
Illegal Dumping on Private Property (Zone 7)	1	1	1	6.4	18.4	21.0	100%	0	0	0
Dead Trees (Zone 9)	1	0	1	0.0	7.3	7.0	0	1	0	0
Yard Issue (Zone 9)	1	1	1	0.7	2.3	21.0	100%	0	0	0
Blighted / Vacant Property (Zone 11)	1	1	1	1.7	1.7	21.0	100%	0	0	0
Dead Trees (Zone 11)	1	1	1	1.5	1.5	7.0	100%	0	0	0
Excessively Barking Dog – Late Night Nuisance (Zone 11)	1	1	1	4.8	9.1	7.0	0	1	0	0
Dead Animal Pickup on Private Property (Zone 11)	1	1	1	0.4	6.3	7.0	100%	0	0	0
Totals	398	304	341	0.8	5.0	-	73%	28	57	14

Category	Created	Ack	Closed	DTA	DTC	SLA Days	% in SLA	Overdue	Open	O&O
Tree Fallen (Zone 11)	1	1	1	0.0	0.4	7.0	100%	0	0	0
Commercial Vehicles in Residential Zones (Zone 11)	1	1	1	8.6	12.9	21.0	100%	0	0	0
Property Maintenance (Zone 12)	1	1	1	0.0	5.0	21.0	100%	0	0	0
Yard Issue (Zone 12)	1	1	1	16.4	22.4	21.0	0	0	0	0
Curb/Gutter Maintenance (Roadway Maintenance - Field Operations)	1	1	0	0.0	0.0	30.0	0	0	1	0
Down Tree Removal from Right of Way (Field Operations)	1	1	1	0.0	0.9	3.0	100%	0	0	0
Roadside Maintenance (Field Operations)	1	1	1	0.0	0.1	10.0	100%	0	0	0
Sidewalk Cracking / Broken (Field Operations)	1	1	1	0.0	9.0	10.0	100%	0	0	0
Signal - In Flash or Dark (Traffic Issues)	1	1	1	0.0	0.0	1.0	100%	0	0	0
Sink Holes (Drainage Maintenance - Field Operations)	1	1	1	0.0	9.3	10.0	100%	0	0	0
Tree Danger/Removal (Roadside Maintenance - Field Operations)	1	1	1	9.7	18.6	3.0	0	0	0	0
Totals	398	304	341	0.8	5.0	-	73%	28	57	14



PUBLIC WORKS REPORT

SCF #	Status	Summary/Category	Created	Closed	SLA	Due at local	Metric (Y/N)
7059650	Archived	Basketball goal	12/05/2019 - 09:05AM	01/17/2020 - 02:18PM		01/17/2020 - 05:00PM	N/A
7249257	Acknowledged	Capital Improvement Projects (CIP) - Public Works	01/22/2020 - 09:52AM	In-Progress		02/06/2020 - 05:00PM	N/A
7166363	Acknowledged	Clogged Culvert (Drainage Maintenance - Field Operations)	01/03/2020 - 12:14PM	In-Progress		02/05/2020 - 05:00PM	Y
7181368	Archived	Clogged Culvert (Drainage Maintenance - Field Operations)	01/07/2020 - 09:04AM	01/07/2020 - 10:39AM	01/22/2020	01/22/2020 - 05:00PM	Y
7188048	Archived	Clogged Culvert (Drainage Maintenance - Field Operations)	01/08/2020 - 11:34AM	01/08/2020 - 11:46AM	01/23/2020	01/23/2020 - 05:00PM	Y
7207236	Closed	Clogged Culvert (Drainage Maintenance - Field Operations)	01/13/2020 - 11:14AM	01/31/2020 - 08:52AM		01/31/2020 - 05:00PM	Y
7209824	Archived	Clogged Culvert (Drainage Maintenance - Field Operations)	01/14/2020 - 01:47AM	01/14/2020 - 10:39AM	01/28/2020	01/28/2020 - 05:00PM	Y
7212552	Archived	Clogged Culvert (Drainage Maintenance - Field Operations)	01/14/2020 - 02:01PM	01/15/2020 - 03:30PM	01/29/2020	01/29/2020 - 05:00PM	Y
7213195	Closed	Clogged Culvert (Drainage Maintenance - Field Operations)	01/14/2020 - 02:37PM	01/31/2020 - 08:48AM		01/31/2020 - 05:00PM	Y
7233087	Acknowledged	Clogged Culvert (Drainage Maintenance - Field Operations)	01/18/2020 - 03:39AM	In-Progress		02/05/2020 - 05:00PM	Y
7247343	Acknowledged	Clogged Culvert (Drainage Maintenance - Field Operations)	01/22/2020 - 01:06AM	In-Progress	02/04/2020	02/04/2020 - 05:00PM	Y
7254534	Acknowledged	Clogged Culvert (Drainage Maintenance - Field Operations)	01/23/2020 - 10:01AM	In-Progress	02/06/2020	02/06/2020 - 05:00PM	Y
7282191	Acknowledged	Clogged Culvert (Drainage Maintenance - Field Operations)	01/29/2020 - 03:59PM	In-Progress	02/12/2020	02/12/2020 - 05:00PM	Y
7286581	Acknowledged	Clogged Culvert (Drainage Maintenance - Field Operations)	01/30/2020 - 12:17PM	In-Progress	02/13/2020	02/13/2020 - 05:00PM	Y
7043926	Archived	Clogged Culvert (Drainage Maintenance - Field Operations)	12/02/2019 - 03:56PM	01/21/2020 - 12:00PM		01/21/2020 - 05:00PM	Y
7109206	Archived	Clogged Culvert (Drainage Maintenance - Field Operations)	12/17/2019 - 09:13PM	01/21/2020 - 03:43PM		01/21/2020 - 05:00PM	Y
7137106	Archived	Clogged Culvert (Drainage Maintenance - Field Operations)	12/26/2019 - 12:29PM	01/24/2020 - 03:09PM		01/24/2020 - 05:00PM	Y
7165537	Acknowledged	Clogged Inlet (Storm Water Issues - Field Operations)	01/03/2020 - 09:51AM	In-Progress		02/13/2020 - 05:00PM	Y
7166122	Acknowledged	Clogged Inlet (Storm Water Issues - Field Operations)	01/03/2020 - 11:40AM	In-Progress		02/11/2020 - 05:00PM	Y
7176684	Acknowledged	Clogged Inlet (Storm Water Issues - Field Operations)	01/06/2020 - 12:52PM	In-Progress		02/19/2020 - 05:00PM	Y
7194310	Acknowledged	Clogged Inlet (Storm Water Issues - Field Operations)	01/09/2020 - 03:47PM	01/14/2020 - 01:15PM		02/05/2020 - 05:00PM	Y
7204868	Archived	Clogged Inlet (Storm Water Issues - Field Operations)	01/12/2020 - 10:13AM	01/14/2020 - 06:41PM	01/15/2020	01/15/2020 - 05:00PM	Y
7207704	Acknowledged	Clogged Inlet (Storm Water Issues - Field Operations)	01/13/2020 - 12:38PM	In-Progress		02/12/2020 - 05:00PM	Y
7209045	Acknowledged	Clogged Inlet (Storm Water Issues - Field Operations)	01/13/2020 - 05:13PM	In-Progress		02/05/2020 - 05:00PM	Y
7210765	Archived	Clogged Inlet (Storm Water Issues - Field Operations)	01/14/2020 - 10:48AM	01/14/2020 - 08:14PM	01/17/2020	01/17/2020 - 05:00PM	Y
7210795	Acknowledged	Clogged Inlet (Storm Water Issues - Field Operations)	01/14/2020 - 10:53AM	In-Progress		02/05/2020 - 05:00PM	Y
7212732	Archived	Clogged Inlet (Storm Water Issues - Field Operations)	01/14/2020 - 02:11PM	01/14/2020 - 04:25PM	01/17/2020	01/17/2020 - 05:00PM	Y
7251106	Acknowledged	Clogged Inlet (Storm Water Issues - Field Operations)	01/22/2020 - 04:10PM	In-Progress		02/13/2020 - 05:00PM	Y
7255491	Acknowledged	Clogged Inlet (Storm Water Issues - Field Operations)	01/23/2020 - 01:16PM	In-Progress		02/13/2020 - 05:00PM	Y
7259667	Closed	Clogged Inlet (Storm Water Issues - Field Operations)	01/24/2020 - 10:44AM	01/31/2020 - 08:46AM		01/31/2020 - 05:00PM	Y
7271178	Acknowledged	Clogged Inlet (Storm Water Issues - Field Operations)	01/27/2020 - 04:51PM	In-Progress		02/10/2020 - 05:00PM	Y
7282167	Closed	Clogged Inlet (Storm Water Issues - Field Operations)	01/29/2020 - 03:53PM	01/30/2020 - 03:39PM	02/03/2020	02/03/2020 - 05:00PM	Y
7285595	Acknowledged	Clogged Inlet (Storm Water Issues - Field Operations)	01/30/2020 - 09:28AM	In-Progress	02/04/2020	02/04/2020 - 05:00PM	Y
7198090	Archived	Construction	01/10/2020 - 10:20AM	01/13/2020 - 10:12AM	01/15/2020	01/15/2020 - 05:00PM	N/A
7245865	Archived	Construction	01/21/2020 - 05:37PM	01/22/2020 - 10:50AM	01/24/2020	01/24/2020 - 05:00PM	N/A
7250032	Acknowledged	Construction	01/22/2020 - 12:12PM	In-Progress	01/27/2020	02/07/2020 - 05:00PM	N/A
7270179	Closed	Construction	01/27/2020 - 01:47PM	01/27/2020 - 01:49PM			N/A
6526744	Archived	Construction	08/22/2019 - 12:02PM	01/08/2020 - 05:48PM			N/A
6907570	Archived	Construction	10/30/2019 - 06:36PM	01/24/2020 - 10:29AM		02/28/2020 - 05:00PM	N/A
7039792	Archived	Construction	12/01/2019 - 03:35PM	01/08/2020 - 12:36PM			N/A
7161896	Archived	Creek Overflowing	01/02/2020 - 03:27PM	01/02/2020 - 04:40PM			N/A
7207493	Acknowledged	Cross Drain Maintenance (Unpaved Road Maintenance - Field Operat	01/13/2020 - 11:58AM	In-Progress	02/26/2020	02/26/2020 - 05:00PM	Y
7085307	Closed	Cross Drain Maintenance (Unpaved Road Maintenance - Field Operat	12/11/2019 - 12:38PM	01/31/2020 - 04:21PM		01/31/2020 - 05:00PM	Y
7176501	Acknowledged	Curb/Gutter Maintenance (Roadway Maintenance - Field Operations)	01/06/2020 - 12:16PM	In-Progress	02/19/2020	02/19/2020 - 05:00PM	Y
7203250	Acknowledged	Curb/Gutter Maintenance (Roadway Maintenance - Field Operations)	01/11/2020 - 03:03PM	In-Progress	02/25/2020	02/25/2020 - 05:00PM	Y
7220939	Acknowledged	Curb/Gutter Maintenance (Roadway Maintenance - Field Operations)	01/15/2020 - 03:30PM	In-Progress	02/28/2020	02/28/2020 - 05:00PM	Y
7226223	Archived	Curb/Gutter Maintenance (Roadway Maintenance - Field Operations)	01/16/2020 - 02:11PM	01/17/2020 - 07:05AM	03/02/2020	03/02/2020 - 05:00PM	Y
7226263	Archived	Curb/Gutter Maintenance (Roadway Maintenance - Field Operations)	01/16/2020 - 02:17PM	01/17/2020 - 07:09AM	03/02/2020	03/02/2020 - 05:00PM	Y
7230305	Acknowledged	Curb/Gutter Maintenance (Roadway Maintenance - Field Operations)	01/17/2020 - 11:59AM	In-Progress	03/03/2020	03/03/2020 - 05:00PM	Y
7171006	Acknowledged	Damaged Curb (Roadway Maintenance - Field Operations)	01/04/2020 - 02:41PM	In-Progress		02/05/2020 - 05:00PM	Y
7227159	Closed	Damaged Curb (Roadway Maintenance - Field Operations)	01/16/2020 - 06:03PM	01/31/2020 - 03:56PM	01/31/2020	01/31/2020 - 05:00PM	Y
7246929	Acknowledged	Damaged Curb (Roadway Maintenance - Field Operations)	01/21/2020 - 11:21PM	In-Progress	02/04/2020	02/04/2020 - 05:00PM	Y
7245404	Acknowledged	Damaged Guard Rail (Roadway Construction - Field Operations)	01/21/2020 - 03:53PM	In-Progress	03/04/2020	03/04/2020 - 05:00PM	Y
7181959	Acknowledged	Damaged Inlet/Catch Basin (Storm Water Issues - Field Operations)	01/07/2020 - 10:43AM	In-Progress	02/20/2020	02/20/2020 - 05:00PM	Y
7189146	Acknowledged	Damaged Inlet/Catch Basin (Storm Water Issues - Field Operations)	01/08/2020 - 02:50PM	In-Progress	02/21/2020	02/21/2020 - 05:00PM	Y
7226557	Acknowledged	Damaged Inlet/Catch Basin (Storm Water Issues - Field Operations)	01/16/2020 - 03:22PM	In-Progress	03/02/2020	03/02/2020 - 05:00PM	Y
7271151	Acknowledged	Damaged Inlet/Catch Basin (Storm Water Issues - Field Operations)	01/27/2020 - 04:46PM	In-Progress	03/10/2020	03/10/2020 - 05:00PM	Y
7282118	Acknowledged	Damaged Inlet/Catch Basin (Storm Water Issues - Field Operations)	01/29/2020 - 03:41PM	In-Progress	03/12/2020	03/12/2020 - 05:00PM	Y
6979370	Archived	Damaged Inlet/Catch Basin (Storm Water Issues - Field Operations)	11/15/2019 - 02:49PM	01/02/2020 - 10:56AM		01/02/2020 - 05:00PM	Y
7236506	In Progress	Dangerous between 5am and 8am	01/19/2020 - 10:58AM		07/09/2020	07/09/2020 - 05:00PM	N/A
7149886	Archived	Dead Animal Pickup on Private Property (Zone 4)	12/30/2019 - 11:55AM	01/14/2020 - 12:18PM	N/A	01/14/2020 - 05:00PM	N/A
7181650	Acknowledged	Dead Trees (Zone 4)	01/07/2020 - 09:51AM	In-Progress		02/06/2020 - 05:00PM	Y
6093687	Archived	Dead Trees (Zone 9)	06/26/2019 - 10:29AM	01/08/2020 - 10:12AM		01/09/2020 - 05:00PM	Y
7054198	Archived	Dead Trees (Zone 9)	12/04/2019 - 10:12AM	01/07/2020 - 06:51AM		01/07/2020 - 05:00PM	Y
7054256	Archived	Dead Trees (Zone 9)	12/04/2019 - 10:22AM	01/02/2020 - 01:09PM		01/08/2020 - 05:00PM	Y
7177649	Acknowledged	Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operati	01/06/2020 - 03:45PM	In-Progress	02/19/2020	02/19/2020 - 05:00PM	Y
7184995	Acknowledged	Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operati	01/07/2020 - 10:09PM	In-Progress	02/20/2020	02/20/2020 - 05:00PM	Y
7226781	Acknowledged	Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operati	01/16/2020 - 04:20PM	In-Progress	03/02/2020	03/02/2020 - 05:00PM	Y
7236441	Acknowledged	Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operati	01/19/2020 - 10:45AM	In-Progress	03/03/2020	03/03/2020 - 05:00PM	Y
7236970	Acknowledged	Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operati	01/19/2020 - 01:53PM	In-Progress	03/03/2020	03/03/2020 - 05:00PM	Y
7251219	Acknowledged	Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operati	01/22/2020 - 04:22PM	In-Progress	03/05/2020	03/05/2020 - 05:00PM	Y
7266009	Acknowledged	Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operati	01/26/2020 - 11:05AM	In-Progress	03/09/2020	03/09/2020 - 05:00PM	Y
7286552	Acknowledged	Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operati	01/30/2020 - 12:12PM	In-Progress	03/13/2020	03/13/2020 - 05:00PM	Y
7286594	Acknowledged	Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operati	01/30/2020 - 12:22PM	In-Progress	03/13/2020	03/13/2020 - 05:00PM	Y
7286613	Acknowledged	Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operati	01/30/2020 - 12:26PM	In-Progress	03/13/2020	03/13/2020 - 05:00PM	Y
7286972	Acknowledged	Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operati	01/30/2020 - 01:35PM	In-Progress	03/13/2020	03/13/2020 - 05:00PM	Y
6888914	Archived	Deep Patch/Base Repair (Asphalt Paved Maintenance - Field Operati	10/27/2019 - 06:50AM	01/22/2020 - 03:03PM		01/22/2020 - 05:00PM	Y
7167482	Archived	Down Tree Removal from Right of Way (Field Operations)	01/03/2020 - 04:13PM	01/03/2020 - 04:42PM	01/08/2020	01/08/2020 - 05:00PM	Y
7175958	Archived	Down Tree Removal from Right of Way (Field Operations)	01/06/2020 - 10:54AM	01/15/2020 - 02:26PM		01/16/2020 - 05:00PM	Y
7208151	Archived	Down Tree Removal from Right of Way (Field Operations)	01/13/2020 - 02:02PM	01/16/2020 - 10:03AM		01/21/2020 - 05:00PM	Y
7208682	Archived	Down Tree Removal from Right of Way (Field Operations)	01/13/2020 - 03:49PM	01/13/2020 - 03:52PM	01/16/2020	01/16/2020 - 05:00PM	Y
7208720	Archived	Down Tree Removal from Right of Way (Field Operations)	01/13/2020 - 03:57PM	01/13/2020 - 04:01PM	01/16/2020	01/16/2020 - 05:00PM	Y
7250252	Archived	Down Tree Removal from Right of Way (Field Operations)	01/22/2020 - 01:06PM	01/22/2020 - 01:10PM	01/27/2020	01/27/2020 - 05:00PM	Y
7250343	Archived	Down Tree Removal from Right of Way (Field Operations)	01/22/2020 - 01:28PM	01/22/2020 - 01:30PM	01/27/2020	01/27/2020 - 05:00PM	Y
7259269	Acknowledged	Down Tree Removal from Right of Way (Field Operations)	01/24/2020 - 09:11AM	In-Progress		02/06/2020 - 05:00PM	Y
7260230	Acknowledged	Down Tree Removal from Right of Way (Field Operations)	01/24/2020 - 12:52PM	In-Progress		02/12/2020 - 05:00PM	Y
7183483	Acknowledged	High Grass/Weeds in Right-of-Way (Field Operations)	01/07/2020 - 02:46PM	In-Progress		02/06/2020 - 05:00PM	Y
7199648	Acknowledged	High Grass/Weeds in Right-of-Way (Field Operations)	01/10/2020 - 03:52PM	In-Progress		02/06/2020 - 05:00PM	Y
7158882	Archived	Illegal dumping along woodline on Lewis Lane	01/01/2020 - 07:34PM	01/06/2020 - 01:25PM	01/06/2020	01/06/2020 - 05:00PM	Y
7161415	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/02/2020 - 01:56PM	01/10/2020 - 03:49PM		01/10/2020 - 05:00PM	Y
7166461	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/03/2020 - 12:36PM	01/06/2020 - 01:11PM	01/08/2020	01/08/2020 - 05:00PM	Y
7170734	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/04/2020 - 01:08PM	01/06/2020 - 11:46AM	01/08/2020	01/08/2020 - 05:00PM	Y
7172928	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/05/2020 - 10:49AM	01/06/2020 - 11:23AM	01/08/2020	01/08/2020 - 05:00PM	Y
7176387	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/06/2020 - 11:57AM	01/07/2020 - 09:51AM	01/09/2020	01/09/2020 - 05:00PM	Y
7177899	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/06/2020 - 04:34PM	01/10/2020 - 09:02AM		01/10/2020 - 05:00PM	Y
7181720	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/07/2020 - 09:58AM	01/24/2020 - 01:26PM		01/27/2020 - 05:00PM	Y

7181768	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/07/2020 - 10:07AM	01/10/2020 - 01:28PM	01/10/2020	01/10/2020 - 05:00PM	Y
7181802	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/07/2020 - 10:16AM	01/14/2020 - 12:03PM		01/15/2020 - 05:00PM	Y
7181940	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/07/2020 - 10:40AM	01/07/2020 - 10:43AM	01/10/2020	01/10/2020 - 05:00PM	Y
7182787	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/07/2020 - 12:54PM	01/10/2020 - 01:20PM	01/10/2020	01/10/2020 - 05:00PM	Y
7187586	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/08/2020 - 10:23AM	01/09/2020 - 11:17AM	01/13/2020	01/13/2020 - 05:00PM	Y
7187643	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/08/2020 - 10:35AM	01/08/2020 - 10:52AM	01/13/2020	01/13/2020 - 05:00PM	Y
7189107	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/08/2020 - 02:44PM	01/10/2020 - 07:00AM	01/13/2020	01/13/2020 - 05:00PM	Y
7189522	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/08/2020 - 04:16PM	01/09/2020 - 11:58AM	01/13/2020	01/13/2020 - 05:00PM	Y
7192378	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/09/2020 - 09:00AM	01/14/2020 - 02:06PM		01/20/2020 - 05:00PM	Y
7193104	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/09/2020 - 11:34AM	01/28/2020 - 03:41PM		01/28/2020 - 05:00PM	Y
7194034	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/09/2020 - 02:44PM	01/17/2020 - 04:27PM		01/17/2020 - 05:00PM	Y
7199284	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/10/2020 - 02:32PM	01/17/2020 - 04:36PM		01/17/2020 - 05:00PM	Y
7199297	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/10/2020 - 02:34PM	01/17/2020 - 09:51AM		01/17/2020 - 05:00PM	Y
7199578	Acknowledged	Illegal Dumping in Right-of-Way (Field Operations)	01/10/2020 - 03:31PM	In-Progress		02/17/2020 - 05:00PM	Y
7202547	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/11/2020 - 10:18AM	01/15/2020 - 10:00AM	01/15/2020	01/15/2020 - 05:00PM	Y
7205190	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/12/2020 - 01:14PM	01/15/2020 - 10:53AM	01/15/2020	01/15/2020 - 05:00PM	Y
7207028	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/13/2020 - 10:33AM	01/16/2020 - 01:57PM	01/16/2020	01/16/2020 - 05:00PM	Y
7208330	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/13/2020 - 02:40PM	01/27/2020 - 09:34AM		01/27/2020 - 05:00PM	Y
7210360	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/14/2020 - 09:29AM	01/14/2020 - 09:41AM	01/17/2020	01/17/2020 - 05:00PM	Y
7210616	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/14/2020 - 10:19AM	01/14/2020 - 10:32AM	01/17/2020	01/17/2020 - 05:00PM	Y
7220216	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/15/2020 - 12:59PM	01/21/2020 - 04:00PM	01/21/2020	01/21/2020 - 05:00PM	Y
7220492	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/15/2020 - 01:57PM	01/22/2020 - 01:56PM		01/23/2020 - 05:00PM	Y
7224723	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/16/2020 - 09:29AM	01/22/2020 - 02:06PM	01/22/2020	01/22/2020 - 05:00PM	Y
7224747	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/16/2020 - 09:33AM	01/28/2020 - 03:38PM		01/28/2020 - 05:00PM	Y
7230216	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/17/2020 - 11:42AM	01/23/2020 - 02:57PM	01/23/2020	01/23/2020 - 05:00PM	Y
7234031	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/18/2020 - 10:52AM	01/27/2020 - 10:53AM		01/28/2020 - 05:00PM	Y
7242817	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/21/2020 - 08:48AM	01/23/2020 - 02:40PM	01/23/2020	01/23/2020 - 05:00PM	Y
7243815	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/21/2020 - 11:30AM	01/27/2020 - 01:45PM		01/29/2020 - 05:00PM	Y
7244150	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/21/2020 - 12:23PM	01/21/2020 - 02:28PM	01/24/2020	01/24/2020 - 05:00PM	Y
7244976	Acknowledged	Illegal Dumping in Right-of-Way (Field Operations)	01/21/2020 - 02:36PM	In-Progress	02/04/2020	02/06/2020 - 05:00PM	Y
7245163	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/21/2020 - 03:06PM	01/27/2020 - 11:44AM	01/24/2020	01/27/2020 - 05:00PM	N
7245225	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/21/2020 - 03:19PM	01/21/2020 - 03:22PM	01/24/2020	01/24/2020 - 05:00PM	Y
7245271	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/21/2020 - 03:30PM	01/21/2020 - 03:33PM	01/24/2020	01/24/2020 - 05:00PM	Y
7250239	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/22/2020 - 01:02PM	01/29/2020 - 09:57AM		01/29/2020 - 05:00PM	Y
7250298	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/22/2020 - 01:18PM	01/22/2020 - 01:21PM	01/27/2020	01/27/2020 - 05:00PM	Y
7250608	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/22/2020 - 02:23PM	01/22/2020 - 02:31PM	01/27/2020	01/27/2020 - 05:00PM	Y
7253995	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/23/2020 - 08:08AM	01/27/2020 - 04:34PM		01/29/2020 - 05:00PM	Y
7254378	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/23/2020 - 09:36AM	01/23/2020 - 09:42AM	01/28/2020	01/28/2020 - 05:00PM	Y
7254498	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/23/2020 - 09:54AM	01/31/2020 - 09:18AM		01/31/2020 - 05:00PM	Y
7255783	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/23/2020 - 02:12PM	01/28/2020 - 03:03PM	01/28/2020	01/28/2020 - 05:00PM	Y
7256539	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/23/2020 - 05:11PM	01/29/2020 - 01:19PM		01/30/2020 - 05:00PM	Y
7260013	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/24/2020 - 11:54AM	01/30/2020 - 01:19PM		01/31/2020 - 05:00PM	Y
7260348	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/24/2020 - 01:16PM	01/31/2020 - 01:58PM		01/31/2020 - 05:00PM	Y
7265885	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/26/2020 - 10:05AM	01/27/2020 - 01:15PM	01/29/2020	01/29/2020 - 05:00PM	Y
7265891	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/26/2020 - 10:11AM	01/30/2020 - 10:04AM		01/31/2020 - 05:00PM	Y
7269023	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/27/2020 - 10:39AM	01/27/2020 - 11:02AM	01/30/2020	01/30/2020 - 05:00PM	Y
7269536	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/27/2020 - 11:55AM	01/27/2020 - 12:08PM	01/30/2020	01/30/2020 - 05:00PM	Y
7269890	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/27/2020 - 12:54PM	01/31/2020 - 11:59AM		02/03/2020 - 05:00PM	Y
7276270	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/28/2020 - 02:06PM	01/28/2020 - 02:19PM	01/31/2020	01/31/2020 - 05:00PM	Y
7281682	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/29/2020 - 02:12PM	01/29/2020 - 02:21PM	02/03/2020	02/03/2020 - 05:00PM	Y
7291484	Acknowledged	Illegal Dumping in Right-of-Way (Field Operations)	01/31/2020 - 11:04AM	In-Progress	02/05/2020	02/05/2020 - 05:00PM	Y
7291987	Acknowledged	Illegal Dumping in Right-of-Way (Field Operations)	01/31/2020 - 12:57PM	In-Progress	02/05/2020	02/05/2020 - 05:00PM	Y
7292078	Closed	Illegal Dumping in Right-of-Way (Field Operations)	01/31/2020 - 01:21PM	01/31/2020 - 01:25PM	02/05/2020	02/05/2020 - 05:00PM	Y
7137859	Archived	Illegal Dumping in Right-of-Way (Field Operations)	12/26/2019 - 03:34PM	01/23/2020 - 12:21PM		01/23/2020 - 05:00PM	Y
7138441	Archived	Illegal Dumping in Right-of-Way (Field Operations)	12/26/2019 - 08:17PM	01/05/2020 - 04:36PM		01/02/2020 - 05:00PM	N
7140307	Archived	Illegal Dumping in Right-of-Way (Field Operations)	12/27/2019 - 09:01AM	01/02/2020 - 01:31PM	01/02/2020	01/02/2020 - 05:00PM	Y
7149910	Archived	Illegal Dumping in Right-of-Way (Field Operations)	12/30/2019 - 12:02PM	01/03/2020 - 10:15AM	01/03/2020	01/03/2020 - 05:00PM	Y
7150711	Archived	Illegal Dumping in Right-of-Way (Field Operations)	12/30/2019 - 02:30PM	01/03/2020 - 12:47PM	01/03/2020	01/03/2020 - 05:00PM	Y
7151376	Archived	Illegal Dumping in Right-of-Way (Field Operations)	12/30/2019 - 05:01PM	01/02/2020 - 02:25PM	01/03/2020	01/03/2020 - 05:00PM	Y
7249263	Archived	Illegal Dumping in Right-of-Way (Field Operations)	01/22/2020 - 09:54AM	01/22/2020 - 11:47AM	01/27/2020	01/27/2020 - 05:00PM	Y
7159938	Archived	Illegal Dumping In Roadway (Field Operations)	01/02/2020 - 09:34AM	01/10/2020 - 01:32PM		01/10/2020 - 05:00PM	Y
7160962	Archived	Illegal Dumping In Roadway (Field Operations)	01/02/2020 - 12:37PM	01/06/2020 - 02:05PM	01/07/2020	01/07/2020 - 05:00PM	Y
7181756	Archived	Illegal Dumping In Roadway (Field Operations)	01/07/2020 - 10:05AM	01/09/2020 - 01:18PM	01/10/2020	01/10/2020 - 05:00PM	Y
7212587	Archived	Illegal Dumping In Roadway (Field Operations)	01/14/2020 - 02:04PM	01/14/2020 - 02:07PM	01/15/2020	01/15/2020 - 05:00PM	Y
7214314	Archived	Illegal Dumping In Roadway (Field Operations)	01/14/2020 - 03:46PM	01/21/2020 - 05:54PM		01/21/2020 - 05:00PM	Y
7216260	Archived	Illegal Dumping In Roadway (Field Operations)	01/14/2020 - 08:03PM	01/22/2020 - 02:24PM		01/23/2020 - 05:00PM	Y
7226317	Archived	Illegal Dumping In Roadway (Field Operations)	01/16/2020 - 02:30PM	01/16/2020 - 02:39PM	01/17/2020	01/17/2020 - 05:00PM	Y
7229195	Archived	Illegal Dumping In Roadway (Field Operations)	01/17/2020 - 07:28AM	01/17/2020 - 04:43PM		01/21/2020 - 05:00PM	Y
7250635	Closed	Illegal Dumping In Roadway (Field Operations)	01/22/2020 - 02:27PM	01/29/2020 - 03:12PM		01/29/2020 - 05:00PM	Y
7250992	Archived	Illegal Dumping In Roadway (Field Operations)	01/22/2020 - 03:44PM	01/23/2020 - 11:49AM	01/23/2020	01/23/2020 - 05:00PM	Y
7255479	Archived	Illegal Dumping In Roadway (Field Operations)	01/23/2020 - 01:14PM	01/24/2020 - 02:35PM	01/24/2020	01/24/2020 - 05:00PM	Y
7285556	Closed	Illegal Dumping In Roadway (Field Operations)	01/30/2020 - 09:17AM	01/31/2020 - 12:00PM	01/31/2020	01/31/2020 - 05:00PM	Y
7141368	Archived	Illegal Dumping In Roadway (Field Operations)	12/27/2019 - 01:36PM	01/09/2020 - 09:48AM		01/09/2020 - 05:00PM	Y
7148611	Archived	Illegal Dumping In Roadway (Field Operations)	12/30/2019 - 07:24AM	01/08/2020 - 04:19PM		01/08/2020 - 05:00PM	Y
7189775	Acknowledged	Illegal Dumping on Private Property (Zone 5)	01/08/2020 - 05:29PM	In-Progress	02/07/2020	02/07/2020 - 05:00PM	Y
7220105	In Progress	Illegal Dumping on Private Property (Zone 5)	01/15/2020 - 12:38PM	In-Progress	02/14/2020	02/14/2020 - 05:00PM	Y
7243406	In Progress	Illegal Dumping on Private Property (Zone 5)	01/21/2020 - 10:26AM	In-Progress	02/20/2020	02/20/2020 - 05:00PM	Y
7135326	Archived	Illegal Dumping on Private Property (Zone 5)	12/25/2019 - 08:53AM	01/16/2020 - 01:54PM		01/27/2020 - 05:00PM	Y
7199292	Acknowledged	Illegal Dumping on Private Property (Zone 6)	01/10/2020 - 02:34PM	In-Progress	02/11/2020	02/11/2020 - 05:00PM	Y
7207100	In Progress	Illegal Dumping on Private Property (Zone 9)	01/13/2020 - 10:47AM	In-Progress	02/12/2020	02/12/2020 - 05:00PM	Y
7244041	Acknowledged	LITTER AT 6745 CAMP VALLEY RD, RIVERDALE GA	01/21/2020 - 12:03PM	In-Progress	02/04/2020	02/04/2020 - 05:00PM	Y
7186930	Acknowledged	Manhole Covers (Roadside Maintenance - Field Operations)	01/08/2020 - 08:05AM	In-Progress		06/01/2020 - 05:00PM	Y
7260083	Closed	Manhole Covers (Roadside Maintenance - Field Operations)	01/24/2020 - 12:19PM	01/31/2020 - 08:41AM		01/31/2020 - 05:00PM	Y
7199655	Archived	Open Records Request	01/10/2020 - 03:54PM	01/13/2020 - 01:21PM	02/25/2020	02/25/2020 - 05:00PM	Y
7161483	Acknowledged	Other	01/02/2020 - 02:07PM	In-Progress	02/14/2020	02/14/2020 - 05:00PM	Y
7176711	Acknowledged	Other	01/06/2020 - 12:56PM	In-Progress	02/13/2020	02/13/2020 - 05:00PM	Y
7181660	Archived	Other	01/07/2020 - 09:51AM	01/14/2020 - 04:03PM		01/15/2020 - 05:00PM	Y
7181707	Archived	Other	01/07/2020 - 09:55AM	01/16/2020 - 03:37PM		01/17/2020 - 05:00PM	Y
7187933	Closed	Other	01/08/2020 - 11:19AM	01/31/2020 - 04:02PM		01/31/2020 - 05:00PM	Y
7187952	Closed	Other	01/08/2020 - 11:21AM	01/31/2020 - 03:59PM		01/31/2020 - 05:00PM	Y
7188370	Acknowledged	Other	01/08/2020 - 12:25PM	In-Progress		02/12/2020 - 05:00PM	Y
7191759	Archived	Other	01/09/2020 - 05:49AM	01/11/2020 - 08:04PM			Y
7191886	Archived	Other	01/09/2020 - 06:33AM	01/28/2020 - 03:12PM		01/28/2020 - 05:00PM	Y
7192499	Archived	Other	01/09/2020 - 09:36AM	01/17/2020 - 03:57PM		01/20/2020 - 05:00PM	Y
7192513	In Progress	Other	01/09/2020 - 09:40AM	In-Progress	06/30/2020	06/30/2020 - 05:00PM	Y
7195043	Acknowledged	Other	01/09/2020 - 07:11PM	In-Progress		02/28/2020 - 05:00PM	Y
7197171	Archived	Other	01/10/2020 - 06:18AM	01/10/2020 - 12:21PM	02/24/2020	02/24/2020 - 05:00PM	Y
7207823	In Progress	Other	01/13/2020 - 01:06PM	In-Progress	02/26/2020	02/26/2020 - 05:00PM	Y

7210723	Archived	Other		01/14/2020 - 10:41AM	01/14/2020 - 12:15PM	01/15/2020 - 10:41AM		Y
7210734	Archived	Other		01/14/2020 - 10:43AM	01/14/2020 - 12:59PM	01/15/2020 - 10:41AM	01/15/2020 - 05:00PM	Y
7219501	Archived	Other		01/15/2020 - 10:43AM	01/21/2020 - 03:15PM	01/21/2020	01/21/2020 - 05:00PM	Y
7220181	Archived	Other		01/15/2020 - 12:50PM	01/20/2020 - 04:13PM	01/21/2020	01/21/2020 - 05:00PM	Y
7226729	Closed	Other		01/16/2020 - 04:01PM	01/27/2020 - 02:25PM		01/27/2020 - 05:00PM	Y
7248886	Acknowledged	Other		01/22/2020 - 08:48AM	In-Progress		02/05/2020 - 05:00PM	Y
7249086	Archived	Other		01/22/2020 - 09:25AM	01/22/2020 - 09:42AM			Y
7250195	Archived	Other		01/22/2020 - 12:50PM	01/24/2020 - 01:19PM		01/24/2020 - 05:00PM	Y
7250830	Acknowledged	Other		01/22/2020 - 03:04PM	In-Progress		02/20/2020 - 05:00PM	Y
7259566	Archived	Other		01/24/2020 - 10:25AM	01/24/2020 - 10:40AM			Y
7259815	Acknowledged	Other		01/24/2020 - 11:09AM	In-Progress		02/18/2020 - 05:00PM	Y
7259956	Archived	Other		01/24/2020 - 11:47AM	01/24/2020 - 12:47PM			Y
7260328	Archived	Other		01/24/2020 - 01:12PM	01/24/2020 - 01:13PM			Y
7260611	Acknowledged	Other		01/24/2020 - 02:09PM	In-Progress		02/06/2020 - 05:00PM	Y
7266194	In Progress	Other		01/26/2020 - 12:22PM	In-Progress	07/15/2020	07/15/2020 - 05:00PM	Y
7269985	Acknowledged	Other		01/27/2020 - 01:09PM	In-Progress		02/21/2020 - 05:00PM	Y
7270115	Closed	Other		01/27/2020 - 01:39PM	01/27/2020 - 01:50PM			Y
7271345	Acknowledged	Other		01/27/2020 - 05:38PM	In-Progress		02/10/2020 - 05:00PM	Y
7276043	Closed	Other		01/28/2020 - 01:22PM	01/28/2020 - 02:42PM		01/28/2020 - 05:00PM	Y
7277062	Acknowledged	Other		01/28/2020 - 05:09PM	In-Progress		02/11/2020 - 05:00PM	Y
7277443	Closed	Other		01/28/2020 - 07:21PM	01/30/2020 - 12:29PM	02/11/2020	02/11/2020 - 05:00PM	Y
7277454	In Progress	Other		01/28/2020 - 07:28PM	In-Progress	02/11/2020	02/11/2020 - 05:00PM	Y
7282286	Acknowledged	Other		01/29/2020 - 04:26PM	In-Progress		02/12/2020 - 05:00PM	Y
7286238	Acknowledged	Other		01/30/2020 - 11:15AM	In-Progress		02/05/2020 - 05:00PM	Y
7291939	Acknowledged	Other		01/31/2020 - 12:46PM	In-Progress		02/11/2020 - 05:00PM	Y
6369254	Archived	Other		07/29/2019 - 11:22AM	01/16/2020 - 08:28AM		01/28/2020 - 05:00PM	N
6751652	Archived	Other		09/30/2019 - 06:52AM	01/09/2020 - 03:11PM		01/09/2020 - 05:00PM	Y
6987131	Archived	Other		11/18/2019 - 09:15AM	01/05/2020 - 06:51PM			Y
7018754	Archived	Other		11/25/2019 - 10:54AM	01/02/2020 - 03:37PM		01/03/2020 - 05:00PM	Y
7019676	Archived	Other		11/25/2019 - 01:58PM	01/26/2020 - 11:02AM		01/27/2020 - 05:00PM	Y
7041717	Archived	Other		12/02/2019 - 09:46AM	01/08/2020 - 12:01PM			Y
7053555	Archived	Other		12/04/2019 - 08:36AM	01/08/2020 - 05:51PM			Y
7079771	Archived	Other		12/10/2019 - 09:17AM	01/02/2020 - 02:38PM	01/10/2020	09:17AM	Y
7103103	Archived	Other		12/16/2019 - 01:42PM	01/09/2020 - 02:36PM		01/10/2020 - 05:00PM	N/A
7122367	Archived	Other		12/20/2019 - 03:44PM	01/16/2020 - 03:00PM		01/17/2020 - 05:00PM	N/A
7122447	Archived	Other		12/20/2019 - 04:06PM	01/14/2020 - 11:16AM		01/14/2020 - 05:00PM	N/A
7122467	Closed	Other		12/20/2019 - 04:11PM	01/29/2020 - 01:51PM		01/30/2020 - 05:00PM	N/A
7129032	Archived	Other		12/23/2019 - 09:51AM	01/22/2020 - 03:53PM		01/22/2020 - 05:00PM	N/A
6145082	Archived	Outdoor Requests (Other)		07/05/2019 - 01:07PM	01/21/2020 - 02:30PM		01/21/2020 - 05:00PM	Y
7158293	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/01/2020 - 02:58PM	01/10/2020 - 12:26PM		01/10/2020 - 05:00PM	Y
7160104	Acknowledged	Pothole (Asphalt Paved Maintenance - Field Operations)		01/02/2020 - 10:05AM	In-Progress	02/14/2020	02/14/2020 - 05:00PM	Y
7161808	Acknowledged	Pothole (Asphalt Paved Maintenance - Field Operations)		01/02/2020 - 03:09PM	In-Progress		07/24/2020 - 05:00PM	Y
7161813	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/02/2020 - 03:10PM	01/07/2020 - 06:22PM	01/07/2020	01/07/2020 - 05:00PM	Y
7166247	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/03/2020 - 11:56AM	01/09/2020 - 10:10AM	02/18/2020	01/10/2020 - 05:00PM	Y
7167023	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/03/2020 - 02:41PM	01/06/2020 - 03:46PM	01/08/2020	01/08/2020 - 05:00PM	Y
7173603	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/05/2020 - 03:55PM	01/09/2020 - 09:29AM		01/09/2020 - 05:00PM	Y
7174868	Acknowledged	Pothole (Asphalt Paved Maintenance - Field Operations)		01/06/2020 - 06:12AM	In-Progress		02/20/2020 - 05:00PM	Y
7175904	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/06/2020 - 10:47AM	01/10/2020 - 10:04AM		01/10/2020 - 05:00PM	Y
7176191	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/06/2020 - 11:28AM	01/10/2020 - 10:11AM		01/13/2020 - 05:00PM	Y
7176875	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/06/2020 - 01:23PM	01/10/2020 - 09:17AM		01/13/2020 - 05:00PM	Y
7176919	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/06/2020 - 01:30PM	01/10/2020 - 09:26AM		01/13/2020 - 05:00PM	Y
7177315	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/06/2020 - 02:37PM	01/10/2020 - 01:30PM		01/13/2020 - 05:00PM	Y
7177529	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/06/2020 - 03:16PM	01/10/2020 - 11:24AM		01/13/2020 - 05:00PM	Y
7178035	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/06/2020 - 05:03PM	01/10/2020 - 09:38AM		01/13/2020 - 05:00PM	Y
7178039	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/06/2020 - 05:04PM	01/10/2020 - 01:24PM		01/13/2020 - 05:00PM	Y
7178550	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/06/2020 - 07:45PM	01/09/2020 - 02:27PM	01/09/2020	01/09/2020 - 05:00PM	Y
7181810	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/07/2020 - 10:18AM	01/13/2020 - 02:35PM		01/13/2020 - 05:00PM	Y
7183425	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/07/2020 - 02:34PM	01/13/2020 - 01:04PM		01/13/2020 - 05:00PM	Y
7184023	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/07/2020 - 04:51PM	01/08/2020 - 07:37AM	01/10/2020	01/10/2020 - 05:00PM	Y
7187103	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/08/2020 - 08:51AM	01/13/2020 - 11:07AM		01/13/2020 - 05:00PM	Y
7187879	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/08/2020 - 11:11AM	01/16/2020 - 01:31PM		01/16/2020 - 05:00PM	Y
7188031	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/08/2020 - 11:32AM	01/13/2020 - 12:29PM	01/13/2020	01/13/2020 - 05:00PM	Y
7188212	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/08/2020 - 11:56AM	01/16/2020 - 01:25PM		01/16/2020 - 05:00PM	Y
7189715	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/08/2020 - 05:12PM	01/13/2020 - 01:48PM	01/13/2020	01/13/2020 - 05:00PM	Y
7189985	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/08/2020 - 06:51PM	01/13/2020 - 02:00PM	01/13/2020	01/13/2020 - 05:00PM	Y
7191981	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/09/2020 - 06:53AM	01/13/2020 - 03:04PM	01/13/2020	01/13/2020 - 05:00PM	Y
7192771	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/09/2020 - 10:28AM	01/16/2020 - 01:33PM		01/16/2020 - 05:00PM	Y
7192884	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/09/2020 - 10:50AM	01/16/2020 - 12:27PM		01/16/2020 - 05:00PM	Y
7193113	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/09/2020 - 11:36AM	01/16/2020 - 10:40AM		01/16/2020 - 05:00PM	Y
7193998	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/09/2020 - 02:35PM	01/16/2020 - 09:42AM		01/16/2020 - 05:00PM	Y
7199519	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/10/2020 - 03:13PM	01/10/2020 - 03:23PM	01/15/2020	01/15/2020 - 05:00PM	Y
7202609	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/11/2020 - 10:49AM	01/15/2020 - 02:54PM	01/15/2020	01/15/2020 - 05:00PM	Y
7203311	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/11/2020 - 03:34PM	01/15/2020 - 02:49PM	01/15/2020	01/15/2020 - 05:00PM	Y
7208390	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/13/2020 - 02:50PM	01/15/2020 - 09:37AM	01/16/2020	01/16/2020 - 05:00PM	Y
7209531	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/13/2020 - 08:18PM	01/15/2020 - 09:34AM	01/16/2020	01/16/2020 - 05:00PM	Y
7210703	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/14/2020 - 10:36AM	01/14/2020 - 10:40AM	01/17/2020	01/17/2020 - 05:00PM	Y
7210838	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/14/2020 - 11:00AM	01/15/2020 - 09:31AM	01/17/2020	01/17/2020 - 05:00PM	Y
7211052	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/14/2020 - 11:40AM	01/15/2020 - 09:22AM	01/17/2020	01/17/2020 - 05:00PM	Y
7211209	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/14/2020 - 12:17PM	01/14/2020 - 12:24PM	01/17/2020	01/17/2020 - 05:00PM	Y
7214986	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/14/2020 - 04:25PM	01/15/2020 - 07:46AM	01/17/2020	01/17/2020 - 05:00PM	Y
7219864	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/15/2020 - 11:46AM	01/21/2020 - 12:09PM	01/21/2020	01/21/2020 - 05:00PM	Y
7220611	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/15/2020 - 02:23PM	01/21/2020 - 01:17PM		01/21/2020 - 05:00PM	Y
7220863	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/15/2020 - 03:06PM	01/15/2020 - 04:14PM	01/21/2020	01/21/2020 - 05:00PM	Y
7220960	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/15/2020 - 03:32PM	01/15/2020 - 03:39PM	01/21/2020	01/21/2020 - 05:00PM	Y
7220986	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/15/2020 - 03:39PM	01/21/2020 - 09:52AM	01/21/2020	01/21/2020 - 05:00PM	Y
7224393	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/16/2020 - 08:22AM	01/16/2020 - 08:22AM	01/21/2020	01/21/2020 - 05:00PM	Y
7224959	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/16/2020 - 10:04AM	01/22/2020 - 03:49PM		01/22/2020 - 05:00PM	Y
7229367	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/17/2020 - 08:32AM	01/17/2020 - 09:32AM	01/22/2020	01/22/2020 - 05:00PM	Y
7229761	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/17/2020 - 10:07AM	01/23/2020 - 01:47PM	01/23/2020	01/23/2020 - 05:00PM	Y
7230325	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/17/2020 - 12:03PM	01/23/2020 - 08:35AM	01/23/2020	01/23/2020 - 05:00PM	Y
7231048	Closed	Pothole (Asphalt Paved Maintenance - Field Operations)		01/17/2020 - 03:06PM	01/28/2020 - 11:11AM		01/28/2020 - 05:00PM	Y
7237888	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/19/2020 - 09:09PM	01/23/2020 - 10:51AM	01/23/2020	01/23/2020 - 05:00PM	Y
7239225	Closed	Pothole (Asphalt Paved Maintenance - Field Operations)		01/20/2020 - 10:51AM	01/27/2020 - 03:28PM		01/28/2020 - 05:00PM	Y
7244424	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/21/2020 - 01:08PM	01/21/2020 - 01:21PM	01/24/2020	01/24/2020 - 05:00PM	Y
7244788	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/21/2020 - 02:01PM	01/21/2020 - 02:11PM	01/24/2020	01/24/2020 - 05:00PM	Y
7245034	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)		01/21/2020 - 02:46PM	01/24/2020 - 02:32PM		01/24/2020 - 05:00PM	Y
7249953	Acknowledged	Pothole (Asphalt Paved Maintenance - Field Operations)		01/22/2020 - 11:58AM	In-Progress		02/10/2020 - 05:00PM	Y
7251298	Closed	Pothole (Asphalt Paved Maintenance - Field Operations)		01/22/2020 - 04:44PM	01/28/2020 - 10:03AM		01/28/2020 - 05:00PM	Y

7254682	Closed	Pothole (Asphalt Paved Maintenance - Field Operations)	01/23/2020 - 10:28AM	01/28/2020 - 02:42PM	01/28/2020	01/28/2020 - 05:00PM	Y
7255488	Closed	Pothole (Asphalt Paved Maintenance - Field Operations)	01/23/2020 - 01:16PM	01/30/2020 - 10:21AM		01/31/2020 - 05:00PM	Y
7259087	Closed	Pothole (Asphalt Paved Maintenance - Field Operations)	01/24/2020 - 08:24AM	01/28/2020 - 01:08PM	01/28/2020	01/28/2020 - 05:00PM	Y
7259119	Closed	Pothole (Asphalt Paved Maintenance - Field Operations)	01/24/2020 - 08:35AM	01/28/2020 - 02:45PM	01/28/2020	01/28/2020 - 05:00PM	Y
7259280	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)	01/24/2020 - 09:14AM	01/29/2020 - 02:37PM	01/29/2020	01/29/2020 - 05:00PM	Y
7259316	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)	01/24/2020 - 09:24AM	01/24/2020 - 09:30AM	01/29/2020	01/29/2020 - 05:00PM	Y
7259834	Closed	Pothole (Asphalt Paved Maintenance - Field Operations)	01/24/2020 - 11:13AM	01/30/2020 - 02:13PM		01/31/2020 - 05:00PM	Y
7263366	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)	01/25/2020 - 08:42AM	01/29/2020 - 02:36PM	01/29/2020	01/29/2020 - 05:00PM	Y
7270187	Closed	Pothole (Asphalt Paved Maintenance - Field Operations)	01/27/2020 - 01:48PM	01/31/2020 - 02:35PM		02/03/2020 - 05:00PM	Y
7270763	Closed	Pothole (Asphalt Paved Maintenance - Field Operations)	01/27/2020 - 03:25PM	01/31/2020 - 02:38PM		02/03/2020 - 05:00PM	Y
7277087	Acknowledged	Pothole (Asphalt Paved Maintenance - Field Operations)	01/28/2020 - 05:16PM	In-Progress		02/06/2020 - 05:00PM	Y
7281159	Acknowledged	Pothole (Asphalt Paved Maintenance - Field Operations)	01/29/2020 - 12:29PM	In-Progress		02/05/2020 - 05:00PM	Y
7282255	Acknowledged	Pothole (Asphalt Paved Maintenance - Field Operations)	01/29/2020 - 04:16PM	In-Progress		02/05/2020 - 05:00PM	Y
7287191	Acknowledged	Pothole (Asphalt Paved Maintenance - Field Operations)	01/30/2020 - 02:21PM	In-Progress	02/04/2020	02/04/2020 - 05:00PM	Y
7290558	Acknowledged	Pothole (Asphalt Paved Maintenance - Field Operations)	01/31/2020 - 06:03AM	In-Progress		02/05/2020 - 05:00PM	Y
7290953	Acknowledged	Pothole (Asphalt Paved Maintenance - Field Operations)	01/31/2020 - 08:50AM	In-Progress		02/18/2020 - 05:00PM	Y
7292049	Acknowledged	Pothole (Asphalt Paved Maintenance - Field Operations)	01/31/2020 - 01:12PM	In-Progress	02/05/2020	02/05/2020 - 05:00PM	Y
7076330	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)	12/09/2019 - 03:36PM	01/17/2020 - 07:17AM		02/14/2020 - 05:00PM	Y
7140488	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)	12/27/2019 - 09:52AM	01/09/2020 - 10:42AM		01/09/2020 - 05:00PM	Y
7144790	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)	12/28/2019 - 01:45PM	01/08/2020 - 02:43PM		01/08/2020 - 05:00PM	Y
7150645	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)	12/30/2019 - 02:19PM	01/03/2020 - 02:17PM	01/03/2020	01/03/2020 - 05:00PM	Y
7154811	Archived	Pothole (Asphalt Paved Maintenance - Field Operations)	12/31/2019 - 12:08PM	01/07/2020 - 12:40PM		01/07/2020 - 05:00PM	Y
7287167	Acknowledged	Potholes about 20 feet from this address	01/30/2020 - 02:17PM	In-Progress		02/06/2020 - 05:00PM	Y
7149927	Closed	Property Maintenance (Zone 12)	12/30/2019 - 12:06PM	01/31/2020 - 11:12AM		02/03/2020 - 05:00PM	Y
7187177	In Progress	Property Maintenance (Zone 5)	01/08/2020 - 08:59AM	In-Progress	02/06/2020	02/06/2020 - 05:00PM	Y
7125707	Archived	Property Maintenance (Zone 5)	12/21/2019 - 04:26PM	01/23/2020 - 04:33PM	01/23/2020	01/23/2020 - 05:00PM	Y
7199662	Acknowledged	Reception Call	01/10/2020 - 03:55PM	In-Progress		02/14/2020 - 05:00PM	Y
7206691	Archived	Reception Call	01/13/2020 - 09:28AM	01/14/2020 - 12:19PM	01/14/2020	01/14/2020 - 05:00PM	Y
7244815	Closed	Reception Call	01/21/2020 - 02:06PM	01/28/2020 - 03:58PM		01/30/2020 - 05:00PM	Y
7259867	Acknowledged	Reception Call	01/24/2020 - 11:21AM	In-Progress	02/07/2020	02/05/2020 - 05:00PM	Y
7274989	Closed	Reception Call	01/28/2020 - 10:15AM	01/28/2020 - 03:40PM	01/29/2020	01/29/2020 - 05:00PM	Y
7160953	Archived	Remove / Pick-Up Litter (Field Operations)	01/02/2020 - 12:35PM	01/07/2020 - 07:36PM	01/07/2020	01/07/2020 - 05:00PM	Y
7164794	Archived	Remove / Pick-Up Litter (Field Operations)	01/03/2020 - 06:47AM	01/03/2020 - 02:59PM	01/07/2020	01/07/2020 - 05:00PM	Y
7164930	Archived	Remove / Pick-Up Litter (Field Operations)	01/03/2020 - 07:35AM	01/08/2020 - 02:48PM		01/08/2020 - 05:00PM	Y
7166223	Archived	Remove / Pick-Up Litter (Field Operations)	01/03/2020 - 11:50AM	01/03/2020 - 11:52AM	01/08/2020	01/08/2020 - 05:00PM	Y
7166628	Archived	Remove / Pick-Up Litter (Field Operations)	01/03/2020 - 01:09PM	01/06/2020 - 12:32PM	01/08/2020	01/08/2020 - 05:00PM	Y
7166646	Archived	Remove / Pick-Up Litter (Field Operations)	01/03/2020 - 01:14PM	01/07/2020 - 12:33PM	01/08/2020	01/08/2020 - 05:00PM	Y
7167126	Archived	Remove / Pick-Up Litter (Field Operations)	01/03/2020 - 03:01PM	01/09/2020 - 02:26PM		01/09/2020 - 05:00PM	Y
7167393	Archived	Remove / Pick-Up Litter (Field Operations)	01/03/2020 - 03:54PM	01/09/2020 - 09:44AM		01/09/2020 - 05:00PM	Y
7173530	Archived	Remove / Pick-Up Litter (Field Operations)	01/05/2020 - 03:31PM	01/06/2020 - 02:50PM	01/08/2020	01/08/2020 - 05:00PM	Y
7173541	Archived	Remove / Pick-Up Litter (Field Operations)	01/05/2020 - 03:35PM	01/05/2020 - 06:04PM	01/08/2020	01/08/2020 - 05:00PM	Y
7178646	Archived	Remove / Pick-Up Litter (Field Operations)	01/06/2020 - 08:18PM	01/10/2020 - 01:06PM		01/10/2020 - 05:00PM	Y
7182815	Closed	Remove / Pick-Up Litter (Field Operations)	01/07/2020 - 01:01PM	01/28/2020 - 03:45PM		01/28/2020 - 05:00PM	Y
7182848	Archived	Remove / Pick-Up Litter (Field Operations)	01/07/2020 - 01:08PM	01/07/2020 - 01:50PM	01/10/2020	01/10/2020 - 05:00PM	Y
7182902	Archived	Remove / Pick-Up Litter (Field Operations)	01/07/2020 - 01:12PM	01/07/2020 - 01:46PM	01/10/2020	01/10/2020 - 05:00PM	Y
7183731	Archived	Remove / Pick-Up Litter (Field Operations)	01/07/2020 - 03:37PM	01/07/2020 - 05:36PM	01/10/2020	01/10/2020 - 05:00PM	Y
7188092	Closed	Remove / Pick-Up Litter (Field Operations)	01/08/2020 - 11:44AM	01/30/2020 - 12:14PM		01/30/2020 - 05:00PM	Y
7190165	Archived	Remove / Pick-Up Litter (Field Operations)	01/08/2020 - 07:57PM	01/09/2020 - 01:45PM	01/13/2020	01/13/2020 - 05:00PM	Y
7190171	Archived	Remove / Pick-Up Litter (Field Operations)	01/08/2020 - 07:59PM	01/09/2020 - 01:40PM	01/13/2020	01/13/2020 - 05:00PM	Y
7194135	Archived	Remove / Pick-Up Litter (Field Operations)	01/09/2020 - 03:07PM	01/13/2020 - 11:51AM	01/14/2020	01/14/2020 - 05:00PM	Y
7194536	Archived	Remove / Pick-Up Litter (Field Operations)	01/09/2020 - 04:37PM	01/13/2020 - 01:31PM	01/14/2020	01/14/2020 - 05:00PM	Y
7199286	Archived	Remove / Pick-Up Litter (Field Operations)	01/10/2020 - 02:32PM	01/13/2020 - 01:14PM	01/15/2020	01/15/2020 - 05:00PM	Y
7208118	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/13/2020 - 01:56PM	In-Progress		02/04/2020 - 05:00PM	Y
7211201	Archived	Remove / Pick-Up Litter (Field Operations)	01/14/2020 - 12:14PM	01/17/2020 - 04:31PM	01/17/2020	01/17/2020 - 05:00PM	Y
7219845	Closed	Remove / Pick-Up Litter (Field Operations)	01/15/2020 - 11:42AM	01/29/2020 - 04:22PM		01/30/2020 - 05:00PM	Y
7230178	Archived	Remove / Pick-Up Litter (Field Operations)	01/17/2020 - 11:35AM	01/17/2020 - 11:39AM	02/03/2020	02/03/2020 - 05:00PM	Y
7231344	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/17/2020 - 04:23PM	In-Progress		02/05/2020 - 05:00PM	Y
7237648	Archived	Remove / Pick-Up Litter (Field Operations)	01/19/2020 - 06:51PM	01/22/2020 - 10:09AM	02/03/2020	02/03/2020 - 05:00PM	Y
7243761	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/21/2020 - 11:20AM	In-Progress	02/04/2020	02/04/2020 - 05:00PM	Y
7248753	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/22/2020 - 08:20AM	In-Progress	02/04/2020	02/04/2020 - 05:00PM	Y
7249106	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/22/2020 - 09:29AM	In-Progress	02/05/2020	02/05/2020 - 05:00PM	Y
7249186	Archived	Remove / Pick-Up Litter (Field Operations)	01/22/2020 - 09:45AM	01/22/2020 - 10:41AM	02/05/2020	02/05/2020 - 05:00PM	Y
7249290	Archived	Remove / Pick-Up Litter (Field Operations)	01/22/2020 - 10:00AM	01/22/2020 - 10:05AM	02/05/2020	02/05/2020 - 05:00PM	Y
7249358	Archived	Remove / Pick-Up Litter (Field Operations)	01/22/2020 - 10:14AM	01/22/2020 - 10:17AM	02/05/2020	02/05/2020 - 05:00PM	Y
7249497	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/22/2020 - 10:38AM	In-Progress	02/05/2020	02/05/2020 - 05:00PM	Y
7249937	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/22/2020 - 11:55AM	In-Progress	02/05/2020	02/05/2020 - 05:00PM	Y
7250988	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/22/2020 - 03:43PM	In-Progress	02/05/2020	02/05/2020 - 05:00PM	Y
7251706	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/22/2020 - 06:49PM	In-Progress	02/05/2020	02/05/2020 - 05:00PM	Y
7254436	Archived	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 09:49AM	01/23/2020 - 09:51AM	02/06/2020	02/06/2020 - 05:00PM	Y
7254462	Archived	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 09:50AM	01/23/2020 - 09:57AM	02/06/2020	02/06/2020 - 05:00PM	Y
7254522	Archived	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 09:58AM	01/23/2020 - 09:59AM	02/06/2020	02/06/2020 - 05:00PM	Y
7254544	Archived	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 10:03AM	01/23/2020 - 10:06AM	02/06/2020	02/06/2020 - 05:00PM	Y
7254573	Archived	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 10:09AM	01/23/2020 - 10:11AM	02/06/2020	02/06/2020 - 05:00PM	Y
7254612	Archived	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 10:14AM	01/23/2020 - 10:16AM	02/06/2020	02/06/2020 - 05:00PM	Y
7254625	Archived	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 10:17AM	01/23/2020 - 10:18AM	02/06/2020	02/06/2020 - 05:00PM	Y
7254827	Archived	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 10:54AM	01/23/2020 - 10:57AM	02/06/2020	02/06/2020 - 05:00PM	Y
7254846	Archived	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 10:58AM	01/23/2020 - 11:00AM	02/06/2020	02/06/2020 - 05:00PM	Y
7254859	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 11:01AM	In-Progress	02/06/2020	02/06/2020 - 05:00PM	Y
7254870	Archived	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 11:03AM	01/23/2020 - 11:04AM	02/06/2020	02/06/2020 - 05:00PM	Y
7254880	Archived	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 11:05AM	01/23/2020 - 11:07AM	02/06/2020	02/06/2020 - 05:00PM	Y
7254893	Archived	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 11:08AM	01/23/2020 - 11:09AM	02/06/2020	02/06/2020 - 05:00PM	Y
7254907	Archived	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 11:10AM	01/23/2020 - 11:10AM	02/06/2020	02/06/2020 - 05:00PM	Y
7254920	Archived	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 11:12AM	01/23/2020 - 11:13AM	02/06/2020	02/06/2020 - 05:00PM	Y
7255917	Archived	Remove / Pick-Up Litter (Field Operations)	01/23/2020 - 02:39PM	01/23/2020 - 02:42PM	02/06/2020	02/06/2020 - 05:00PM	Y
7259534	Archived	Remove / Pick-Up Litter (Field Operations)	01/24/2020 - 10:16AM	01/24/2020 - 10:17AM	02/07/2020	02/07/2020 - 05:00PM	Y
7259881	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/24/2020 - 11:25AM	In-Progress	02/07/2020	02/07/2020 - 05:00PM	Y
7259895	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/24/2020 - 11:28AM	In-Progress	02/07/2020	02/07/2020 - 05:00PM	Y
7259905	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/24/2020 - 11:31AM	In-Progress	02/07/2020	02/07/2020 - 05:00PM	Y
7259913	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/24/2020 - 11:32AM	In-Progress	02/07/2020	02/07/2020 - 05:00PM	Y
7259915	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/24/2020 - 11:32AM	In-Progress	02/07/2020	02/07/2020 - 05:00PM	Y
7260020	Archived	Remove / Pick-Up Litter (Field Operations)	01/24/2020 - 11:57AM	01/24/2020 - 11:59AM	02/07/2020	02/07/2020 - 05:00PM	Y
7260062	Archived	Remove / Pick-Up Litter (Field Operations)	01/24/2020 - 12:10PM	01/24/2020 - 12:11PM	02/07/2020	02/07/2020 - 05:00PM	Y
7260244	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/24/2020 - 12:55PM	In-Progress	02/07/2020	02/07/2020 - 05:00PM	Y
7260320	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/24/2020 - 01:11PM	In-Progress	02/07/2020	02/07/2020 - 05:00PM	Y
7260334	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/24/2020 - 01:13PM	In-Progress	02/07/2020	02/07/2020 - 05:00PM	Y
7260514	Archived	Remove / Pick-Up Litter (Field Operations)	01/24/2020 - 01:50PM	01/24/2020 - 01:51PM	02/07/2020	02/07/2020 - 05:00PM	Y
7260564	Archived	Remove / Pick-Up Litter (Field Operations)	01/24/2020 - 01:59PM	01/24/2020 - 02:00PM	02/07/2020	02/07/2020 - 05:00PM	Y
7266061	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/26/2020 - 11:37AM	In-Progress	02/07/2020	02/07/2020 - 05:00PM	Y

7268141	Closed	Remove / Pick-Up Litter (Field Operations)	01/27/2020 - 07:37AM	01/27/2020 - 07:39AM	02/07/2020	02/07/2020 - 05:00PM	Y
7268157	Closed	Remove / Pick-Up Litter (Field Operations)	01/27/2020 - 07:45AM	01/27/2020 - 07:47AM	02/07/2020	02/07/2020 - 05:00PM	Y
7268205	Closed	Remove / Pick-Up Litter (Field Operations)	01/27/2020 - 07:50AM	01/27/2020 - 03:15PM	02/07/2020	02/07/2020 - 05:00PM	Y
7268216	Closed	Remove / Pick-Up Litter (Field Operations)	01/27/2020 - 07:56AM	01/27/2020 - 07:58AM	02/07/2020	02/07/2020 - 05:00PM	Y
7268228	Closed	Remove / Pick-Up Litter (Field Operations)	01/27/2020 - 08:00AM	01/27/2020 - 08:02AM	02/07/2020	02/07/2020 - 05:00PM	Y
7268239	Closed	Remove / Pick-Up Litter (Field Operations)	01/27/2020 - 08:06AM	01/27/2020 - 08:07AM	02/07/2020	02/07/2020 - 05:00PM	Y
7269746	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/27/2020 - 12:31PM	In-Progress	02/10/2020	02/10/2020 - 05:00PM	Y
7269748	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/27/2020 - 12:31PM	In-Progress	02/10/2020	02/10/2020 - 05:00PM	Y
7270742	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/27/2020 - 03:21PM	In-Progress	02/10/2020	02/10/2020 - 05:00PM	Y
7270790	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/27/2020 - 03:30PM	In-Progress	02/10/2020	02/10/2020 - 05:00PM	Y
7274383	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/28/2020 - 07:59AM	In-Progress	02/10/2020	02/10/2020 - 05:00PM	Y
7275918	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/28/2020 - 12:57PM	In-Progress	02/11/2020	02/11/2020 - 05:00PM	Y
7275935	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/28/2020 - 01:00PM	In-Progress	02/11/2020	02/11/2020 - 05:00PM	Y
7276600	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/28/2020 - 03:14PM	In-Progress	02/11/2020	02/11/2020 - 05:00PM	Y
7276730	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/28/2020 - 03:48PM	In-Progress	02/11/2020	02/11/2020 - 05:00PM	Y
7280677	Closed	Remove / Pick-Up Litter (Field Operations)	01/29/2020 - 10:52AM	01/29/2020 - 10:55AM	02/12/2020	02/12/2020 - 05:00PM	Y
7280700	Closed	Remove / Pick-Up Litter (Field Operations)	01/29/2020 - 10:58AM	01/29/2020 - 11:02AM	02/12/2020	02/12/2020 - 05:00PM	Y
7280952	Closed	Remove / Pick-Up Litter (Field Operations)	01/29/2020 - 11:47AM	01/29/2020 - 11:53AM	02/12/2020	02/12/2020 - 05:00PM	Y
7281689	Closed	Remove / Pick-Up Litter (Field Operations)	01/29/2020 - 02:13PM	01/29/2020 - 02:18PM	02/12/2020	02/12/2020 - 05:00PM	Y
7281722	Closed	Remove / Pick-Up Litter (Field Operations)	01/29/2020 - 02:20PM	01/29/2020 - 02:22PM	02/12/2020	02/12/2020 - 05:00PM	Y
7281738	Closed	Remove / Pick-Up Litter (Field Operations)	01/29/2020 - 02:24PM	01/29/2020 - 02:25PM	02/12/2020	02/12/2020 - 05:00PM	Y
7281762	Closed	Remove / Pick-Up Litter (Field Operations)	01/29/2020 - 02:28PM	01/29/2020 - 02:30PM	02/12/2020	02/12/2020 - 05:00PM	Y
7281770	Closed	Remove / Pick-Up Litter (Field Operations)	01/29/2020 - 02:31PM	01/29/2020 - 02:33PM	02/12/2020	02/12/2020 - 05:00PM	Y
7286355	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/30/2020 - 11:40AM	In-Progress	02/13/2020	02/13/2020 - 05:00PM	Y
7287556	Closed	Remove / Pick-Up Litter (Field Operations)	01/30/2020 - 03:42PM	01/30/2020 - 03:48PM	02/13/2020	02/13/2020 - 05:00PM	Y
7287847	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/30/2020 - 04:55PM	In-Progress	02/13/2020	02/13/2020 - 05:00PM	Y
7288545	Closed	Remove / Pick-Up Litter (Field Operations)	01/30/2020 - 09:04PM	01/30/2020 - 09:13PM	02/13/2020	02/13/2020 - 05:00PM	Y
7291033	Closed	Remove / Pick-Up Litter (Field Operations)	01/31/2020 - 09:13AM	01/31/2020 - 09:14AM	02/14/2020	02/14/2020 - 05:00PM	Y
7291052	Closed	Remove / Pick-Up Litter (Field Operations)	01/31/2020 - 09:21AM	01/31/2020 - 09:22AM	02/14/2020	02/14/2020 - 05:00PM	Y
7291207	Closed	Remove / Pick-Up Litter (Field Operations)	01/31/2020 - 10:02AM	01/31/2020 - 10:04AM	02/14/2020	02/14/2020 - 05:00PM	Y
7291227	Closed	Remove / Pick-Up Litter (Field Operations)	01/31/2020 - 10:08AM	01/31/2020 - 10:31AM	02/14/2020	02/14/2020 - 05:00PM	Y
7291310	Acknowledged	Remove / Pick-Up Litter (Field Operations)	01/31/2020 - 10:32AM	In-Progress	02/14/2020	02/14/2020 - 05:00PM	Y
7292070	Closed	Remove / Pick-Up Litter (Field Operations)	01/31/2020 - 01:19PM	01/31/2020 - 01:21PM	02/14/2020	02/14/2020 - 05:00PM	Y
7292111	Closed	Remove / Pick-Up Litter (Field Operations)	01/31/2020 - 01:35PM	01/31/2020 - 01:36PM	02/14/2020	02/14/2020 - 05:00PM	Y
7292116	Closed	Remove / Pick-Up Litter (Field Operations)	01/31/2020 - 01:36PM	01/31/2020 - 01:41PM	02/14/2020	02/14/2020 - 05:00PM	Y
7292185	Closed	Remove / Pick-Up Litter (Field Operations)	01/31/2020 - 01:50PM	01/31/2020 - 01:53PM	02/14/2020	02/14/2020 - 05:00PM	Y
7292249	Closed	Remove / Pick-Up Litter (Field Operations)	01/31/2020 - 02:07PM	01/31/2020 - 02:08PM	02/14/2020	02/14/2020 - 05:00PM	Y
7292281	Closed	Remove / Pick-Up Litter (Field Operations)	01/31/2020 - 02:16PM	01/31/2020 - 02:21PM	02/14/2020	02/14/2020 - 05:00PM	Y
7073095	Archived	Remove / Pick-Up Litter (Field Operations)	12/08/2019 - 10:20PM	01/10/2020 - 01:09PM		01/10/2020 - 05:00PM	Y
7111148	Archived	Remove / Pick-Up Litter (Field Operations)	12/18/2019 - 08:52AM	01/06/2020 - 03:55PM		01/07/2020 - 05:00PM	Y
7119803	Archived	Remove / Pick-Up Litter (Field Operations)	12/20/2019 - 04:28AM	01/06/2020 - 03:43PM		01/06/2020 - 05:00PM	Y
7119804	Archived	Remove / Pick-Up Litter (Field Operations)	12/20/2019 - 04:30AM	01/06/2020 - 03:36PM		01/06/2020 - 05:00PM	Y
7126741	Archived	Remove / Pick-Up Litter (Field Operations)	12/22/2019 - 08:25AM	01/02/2020 - 11:52AM		01/02/2020 - 05:00PM	Y
7128165	Archived	Remove / Pick-Up Litter (Field Operations)	12/23/2019 - 02:22AM	01/09/2020 - 07:42AM		01/09/2020 - 05:00PM	Y
7133712	Archived	Remove / Pick-Up Litter (Field Operations)	12/24/2019 - 01:53PM	01/02/2020 - 11:22AM		01/02/2020 - 05:00PM	Y
7135971	Archived	Remove / Pick-Up Litter (Field Operations)	12/25/2019 - 10:38PM	01/03/2020 - 11:28AM		01/02/2020 - 05:00PM	Y
7137451	Archived	Remove / Pick-Up Litter (Field Operations)	12/26/2019 - 01:50PM	01/06/2020 - 02:42PM		01/06/2020 - 05:00PM	Y
7140389	Archived	Remove / Pick-Up Litter (Field Operations)	12/27/2019 - 09:29AM	01/08/2020 - 03:23PM		01/08/2020 - 05:00PM	Y
7140713	Archived	Remove / Pick-Up Litter (Field Operations)	12/27/2019 - 10:49AM	01/08/2020 - 12:21PM		01/08/2020 - 05:00PM	Y
7141703	Closed	Remove / Pick-Up Litter (Field Operations)	12/27/2019 - 03:00PM	01/30/2020 - 02:11PM		01/28/2020 - 05:00PM	N
7144210	Archived	Remove / Pick-Up Litter (Field Operations)	12/28/2019 - 09:28AM	01/17/2020 - 06:54AM		01/09/2020 - 05:00PM	N
7145770	Archived	Remove / Pick-Up Litter (Field Operations)	12/29/2019 - 12:35AM	01/08/2020 - 02:17PM		01/08/2020 - 05:00PM	Y
7146788	Archived	Remove / Pick-Up Litter (Field Operations)	12/29/2019 - 12:31PM	01/06/2020 - 04:29PM		01/06/2020 - 05:00PM	Y
7149231	Archived	Remove / Pick-Up Litter (Field Operations)	12/30/2019 - 10:03AM	01/10/2020 - 02:00PM		01/10/2020 - 05:00PM	Y
7149755	Archived	Remove / Pick-Up Litter (Field Operations)	12/30/2019 - 11:34AM	01/10/2020 - 02:25PM		01/10/2020 - 05:00PM	Y
7181731	Archived	Remove Dead Animals in Right-of-Way (Field Operations)	01/07/2020 - 10:00AM	01/13/2020 - 08:54AM		01/13/2020 - 05:00PM	Y
7183807	Archived	Remove Dead Animals in Right-of-Way (Field Operations)	01/07/2020 - 03:57PM	01/10/2020 - 01:15PM	01/10/2020	01/10/2020 - 05:00PM	Y
7183821	Archived	Remove Dead Animals in Right-of-Way (Field Operations)	01/07/2020 - 04:02PM	01/10/2020 - 01:18PM	01/10/2020	01/10/2020 - 05:00PM	Y
7188051	Archived	Remove Dead Animals in Right-of-Way (Field Operations)	01/08/2020 - 11:35AM	01/08/2020 - 11:45AM	01/13/2020	01/13/2020 - 05:00PM	Y
7191189	Archived	Remove Dead Animals in Right-of-Way (Field Operations)	01/09/2020 - 02:44AM	01/09/2020 - 02:48AM	01/13/2020	01/13/2020 - 05:00PM	Y
7193047	Archived	Remove Dead Animals in Right-of-Way (Field Operations)	01/09/2020 - 11:21AM	01/13/2020 - 09:23AM	01/14/2020	01/14/2020 - 05:00PM	Y
7207855	Archived	Remove Dead Animals in Right-of-Way (Field Operations)	01/13/2020 - 01:11PM	01/17/2020 - 01:12PM		01/17/2020 - 05:00PM	Y
7229612	Archived	Remove Dead Animals in Right-of-Way (Field Operations)	01/17/2020 - 09:40AM	01/17/2020 - 02:01PM	01/23/2020	01/23/2020 - 05:00PM	Y
7239179	Archived	Remove Dead Animals in Right-of-Way (Field Operations)	01/20/2020 - 10:44AM	01/21/2020 - 01:58PM	01/23/2020	01/23/2020 - 05:00PM	Y
7242770	Archived	Remove Dead Animals in Right-of-Way (Field Operations)	01/21/2020 - 08:41AM	01/21/2020 - 01:59PM	01/23/2020	01/23/2020 - 05:00PM	Y
7242909	Archived	Remove Dead Animals in Right-of-Way (Field Operations)	01/21/2020 - 09:00AM	01/21/2020 - 01:59PM	01/24/2020	01/24/2020 - 05:00PM	Y
7242932	Archived	Remove Dead Animals in Right-of-Way (Field Operations)	01/21/2020 - 09:07AM	01/21/2020 - 01:25PM	01/24/2020	01/24/2020 - 05:00PM	Y
7253986	Closed	Remove Dead Animals in Right-of-Way (Field Operations)	01/23/2020 - 08:04AM	01/28/2020 - 10:10AM		01/28/2020 - 05:00PM	Y
7256036	Closed	Remove Dead Animals in Right-of-Way (Field Operations)	01/23/2020 - 03:02PM	01/28/2020 - 01:30PM	01/28/2020	01/28/2020 - 05:00PM	Y
7270929	Closed	Remove Dead Animals in Right-of-Way (Field Operations)	01/27/2020 - 03:54PM	01/28/2020 - 01:29PM	01/30/2020	01/30/2020 - 05:00PM	Y
7274737	Closed	Remove Dead Animals in Right-of-Way (Field Operations)	01/28/2020 - 09:27AM	01/28/2020 - 11:33AM	01/31/2020	01/31/2020 - 05:00PM	Y
7290997	Closed	Remove Dead Animals in Right-of-Way (Field Operations)	01/31/2020 - 09:06AM	01/31/2020 - 10:02AM	02/05/2020	02/05/2020 - 05:00PM	Y
7135690	Archived	Remove Dead Animals in Right-of-Way (Field Operations)	12/25/2019 - 03:44PM	01/06/2020 - 09:03AM		01/06/2020 - 05:00PM	Y
7166933	Archived	Remove Dead Animals in Roadway - Large (Field Operations)	01/03/2020 - 02:14PM	01/06/2020 - 02:45PM	01/08/2020	01/08/2020 - 05:00PM	Y
7182229	Archived	Remove Dead Animals in Roadway - Large (Field Operations)	01/07/2020 - 11:26AM	01/07/2020 - 08:20PM	01/08/2020	01/08/2020 - 05:00PM	Y
7187470	Archived	Remove Dead Animals in Roadway - Large (Field Operations)	01/08/2020 - 10:02AM	01/10/2020 - 01:22PM		01/10/2020 - 05:00PM	Y
7215003	Archived	Remove Dead Animals in Roadway - Large (Field Operations)	01/14/2020 - 04:27PM	01/17/2020 - 11:29AM		01/17/2020 - 05:00PM	Y
7275558	Closed	Remove Dead Animals in Roadway - Large (Field Operations)	01/28/2020 - 11:59AM	01/30/2020 - 09:53AM		01/30/2020 - 05:00PM	Y
7276671	Closed	Remove Dead Animals in Roadway - Large (Field Operations)	01/28/2020 - 03:33PM	01/28/2020 - 03:33PM	01/29/2020	01/29/2020 - 05:00PM	Y
7286309	Closed	Remove Dead Animals in Roadway - Large (Field Operations)	01/30/2020 - 11:30AM	01/31/2020 - 10:44AM	01/31/2020	01/31/2020 - 05:00PM	Y
7286660	Closed	Remove Dead Animals in Roadway - Large (Field Operations)	01/30/2020 - 12:40PM	01/30/2020 - 01:51PM	01/31/2020	01/31/2020 - 05:00PM	Y
7292585	Closed	Remove Dead Animals in Roadway - Large (Field Operations)	01/31/2020 - 03:35PM	01/31/2020 - 03:52PM	02/03/2020	02/03/2020 - 05:00PM	Y
7182116	Archived	Remove Dead Animals in Roadway - Small (Field Operations)	01/07/2020 - 11:03AM	01/10/2020 - 01:08PM	01/10/2020	01/10/2020 - 05:00PM	Y
7205218	Archived	Remove Dead Animals in Roadway - Small (Field Operations)	01/12/2020 - 01:28PM	01/15/2020 - 09:25AM	01/15/2020	01/15/2020 - 05:00PM	Y
7219271	Archived	Remove Dead Animals in Roadway - Small (Field Operations)	01/15/2020 - 09:53AM	01/17/2020 - 01:45PM	01/21/2020	01/21/2020 - 05:00PM	Y
7239396	Closed	Remove Dead Animals in Roadway - Small (Field Operations)	01/20/2020 - 11:37AM	01/27/2020 - 11:23AM		01/27/2020 - 05:00PM	Y
7263784	Closed	Remove Dead Animals in Roadway - Small (Field Operations)	01/25/2020 - 11:45AM	01/30/2020 - 12:55PM		01/30/2020 - 05:00PM	Y
7266997	Closed	Remove Dead Animals in Roadway - Small (Field Operations)	01/26/2020 - 06:13PM	01/30/2020 - 09:59AM		01/30/2020 - 05:00PM	Y
7270869	Closed	Remove Dead Animals in Roadway - Small (Field Operations)	01/27/2020 - 03:44PM	01/27/2020 - 03:47PM	01/30/2020	01/30/2020 - 05:00PM	Y
7220196	Acknowledged	Right-of-Way Mowing (Roadway Maintenance - Field Operations)	01/15/2020 - 12:52PM	In-Progress	01/30/2020	02/12/2020 - 05:00PM	Y
7204797	Archived	Roads / Bridges Weight Restrictions Signs Down / Gone (Traffic Serv	01/12/2020 - 09:05AM	01/13/2020 - 07:57AM	01/27/2020	01/27/2020 - 05:00PM	Y
7239414	Archived	Roads / Bridges Weight Restrictions Signs Down / Gone (Traffic Serv	01/20/2020 - 11:41AM	01/24/2020 - 07:19AM	01/23/2020	01/23/2020 - 05:00PM	Y
7275079	Closed	Roads / Bridges Weight Restrictions Signs Down / Gone (Traffic Serv	01/28/2020 - 10:31AM	01/28/2020 - 12:18PM	01/29/2020	01/29/2020 - 05:00PM	Y
7100349	Archived	Roads / Bridges Weight Restrictions Signs Down / Gone (Traffic Serv	12/15/2019 - 07:01PM	01/13/2020 - 03:59PM	01/29/2020	01/29/2020 - 05:00PM	Y
7155806	Archived	Roads / Bridges Weight Restrictions Signs Down / Gone (Traffic Serv	12/31/2019 - 04:14PM	01/02/2020 - 07:01AM	01/06/2020	01/06/2020 - 05:00PM	Y
7160880	Archived	Roadside Maintenance (Field Operations)	01/02/2020 - 12:20PM	01/21/2020 - 03:44PM		01/21/2020 - 05:00PM	Y
7220068	Acknowledged	Roadside Maintenance (Field Operations)	01/15/2020 - 12:26PM	In-Progress		03/17/2020 - 05:00PM	Y
7256040	Archived	Roadside Maintenance (Field Operations)	01/23/2020 - 03:03PM	01/23/2020 - 03:06PM	02/06/2020	02/06/2020 - 05:00PM	Y

7258142	Acknowledged	Roadside Maintenance (Field Operations)	01/24/2020 - 03:22AM	In-Progress		02/06/2020	02/06/2020 - 05:00PM	Y
7259098	Acknowledged	Roadside Maintenance (Field Operations)	01/24/2020 - 08:27AM	In-Progress		02/06/2020	02/06/2020 - 05:00PM	Y
7259113	Acknowledged	Roadside Maintenance (Field Operations)	01/24/2020 - 08:31AM	In-Progress		02/06/2020	02/06/2020 - 05:00PM	Y
7259162	Acknowledged	Roadside Maintenance (Field Operations)	01/24/2020 - 08:48AM	In-Progress		02/06/2020	02/06/2020 - 05:00PM	Y
7260259	Acknowledged	Roadside Maintenance (Field Operations)	01/24/2020 - 12:58PM	In-Progress		02/07/2020	02/07/2020 - 05:00PM	Y
7176103	Archived	Roadway Maintenance (Field Operations)	01/06/2020 - 11:13AM		01/21/2020 - 09:08AM	01/21/2020	01/21/2020 - 05:00PM	Y
7183433	Acknowledged	Roadway Maintenance (Field Operations)	01/07/2020 - 02:36PM	In-Progress			03/03/2020 - 05:00PM	Y
7244206	In Progress	Roadway Maintenance (Field Operations)	01/21/2020 - 12:34PM	In-Progress			09/01/2020 - 05:00PM	Y
7259685	Archived	Roadway Maintenance (Field Operations)	01/24/2020 - 10:47AM		01/24/2020 - 10:49AM	02/07/2020	02/07/2020 - 05:00PM	Y
7259775	Archived	Roadway Maintenance (Field Operations)	01/24/2020 - 11:02AM		01/24/2020 - 11:03AM	02/07/2020	02/07/2020 - 05:00PM	Y
7259856	Archived	Roadway Maintenance (Field Operations)	01/24/2020 - 11:19AM		01/24/2020 - 11:21AM	02/07/2020	02/07/2020 - 05:00PM	Y
7260538	Archived	Roadway Maintenance (Field Operations)	01/24/2020 - 01:53PM		01/24/2020 - 01:54PM	02/07/2020	02/07/2020 - 05:00PM	Y
7260544	Archived	Roadway Maintenance (Field Operations)	01/24/2020 - 01:56PM		01/24/2020 - 01:57PM	02/07/2020	02/07/2020 - 05:00PM	Y
7268143	Closed	Roadway Maintenance (Field Operations)	01/27/2020 - 07:37AM		01/27/2020 - 07:39AM	02/07/2020	02/07/2020 - 05:00PM	Y
7268149	Closed	Roadway Maintenance (Field Operations)	01/27/2020 - 07:40AM		01/27/2020 - 07:49AM	02/07/2020	02/07/2020 - 05:00PM	Y
7268212	Closed	Roadway Maintenance (Field Operations)	01/27/2020 - 07:53AM		01/27/2020 - 07:55AM	02/07/2020	02/07/2020 - 05:00PM	Y
7268217	Acknowledged	Roadway Maintenance (Field Operations)	01/27/2020 - 07:56AM	In-Progress		02/07/2020	02/07/2020 - 05:00PM	Y
7268229	Closed	Roadway Maintenance (Field Operations)	01/27/2020 - 08:00AM		01/27/2020 - 08:04AM	02/07/2020	02/07/2020 - 05:00PM	Y
7268240	Closed	Roadway Maintenance (Field Operations)	01/27/2020 - 08:06AM		01/27/2020 - 08:11AM	02/07/2020	02/07/2020 - 05:00PM	Y
7268270	Closed	Roadway Maintenance (Field Operations)	01/27/2020 - 08:12AM		01/27/2020 - 08:15AM	02/07/2020	02/07/2020 - 05:00PM	Y
7268663	Closed	Roadway Maintenance (Field Operations)	01/27/2020 - 09:38AM		01/27/2020 - 09:39AM	02/10/2020	02/10/2020 - 05:00PM	Y
7276416	Acknowledged	Roadway Maintenance (Field Operations)	01/28/2020 - 02:36PM	In-Progress		02/11/2020	02/11/2020 - 05:00PM	Y
7280117	Acknowledged	Roadway Maintenance (Field Operations)	01/29/2020 - 08:54AM	In-Progress		02/11/2020	02/11/2020 - 05:00PM	Y
7150556	Closed	Roadway Maintenance (Field Operations)	12/30/2019 - 02:07PM		01/27/2020 - 03:40PM		01/27/2020 - 05:00PM	Y
7176607	Acknowledged	Rough Road (Unpaved Road Maintenance - Field Operations)	01/06/2020 - 12:41PM	In-Progress			02/18/2020 - 05:00PM	Y
7180890	Acknowledged	Rough Road (Unpaved Road Maintenance - Field Operations)	01/07/2020 - 07:29AM	In-Progress			02/28/2020 - 05:00PM	Y
7180959	Acknowledged	Rough Road (Unpaved Road Maintenance - Field Operations)	01/07/2020 - 07:50AM	In-Progress			02/04/2020 - 05:00PM	Y
7181839	Acknowledged	Rough Road (Unpaved Road Maintenance - Field Operations)	01/07/2020 - 10:21AM	In-Progress			02/05/2020 - 05:00PM	Y
7189425	Acknowledged	Rough Road (Unpaved Road Maintenance - Field Operations)	01/08/2020 - 03:50PM	In-Progress			02/19/2020 - 05:00PM	Y
7192496	Acknowledged	Rough Road (Unpaved Road Maintenance - Field Operations)	01/09/2020 - 09:35AM	In-Progress			02/04/2020 - 05:00PM	Y
7195038	Archived	Rough Road (Unpaved Road Maintenance - Field Operations)	01/09/2020 - 07:09PM		01/26/2020 - 11:34AM		02/13/2020 - 05:00PM	Y
7207849	Closed	Rough Road (Unpaved Road Maintenance - Field Operations)	01/13/2020 - 01:10PM		01/29/2020 - 01:58PM		01/30/2020 - 05:00PM	Y
7210791	Closed	Rough Road (Unpaved Road Maintenance - Field Operations)	01/14/2020 - 10:52AM		01/30/2020 - 02:41PM		01/31/2020 - 05:00PM	Y
7226612	Archived	Rough Road (Unpaved Road Maintenance - Field Operations)	01/16/2020 - 03:35PM		01/16/2020 - 04:05PM	01/31/2020	01/31/2020 - 05:00PM	Y
7228173	Acknowledged	Rough Road (Unpaved Road Maintenance - Field Operations)	01/17/2020 - 01:00AM	In-Progress			02/26/2020 - 05:00PM	Y
7253985	Acknowledged	Rough Road (Unpaved Road Maintenance - Field Operations)	01/23/2020 - 08:04AM	In-Progress		02/05/2020	02/05/2020 - 05:00PM	Y
7255993	Acknowledged	Rough Road (Unpaved Road Maintenance - Field Operations)	01/23/2020 - 02:54PM	In-Progress		02/06/2020	02/06/2020 - 05:00PM	Y
7274985	Closed	Rough Road (Unpaved Road Maintenance - Field Operations)	01/28/2020 - 10:15AM		01/28/2020 - 10:19AM	02/11/2020	02/11/2020 - 05:00PM	Y
7275955	Acknowledged	Rough Road (Unpaved Road Maintenance - Field Operations)	01/28/2020 - 01:04PM	In-Progress		02/11/2020	02/11/2020 - 05:00PM	Y
7280479	Acknowledged	Rough Road (Unpaved Road Maintenance - Field Operations)	01/29/2020 - 10:12AM	In-Progress		02/12/2020	02/12/2020 - 05:00PM	Y
7048479	Archived	Rough Road (Unpaved Road Maintenance - Field Operations)	12/03/2019 - 11:31AM		01/07/2020 - 10:36AM		01/07/2020 - 05:00PM	Y
7158499	Archived	Sanitation (Public Works - Field Operations)	01/01/2020 - 04:23PM		01/01/2020 - 04:36PM			N/A
7160384	Archived	Sanitation (Public Works - Field Operations)	01/02/2020 - 10:55AM		01/02/2020 - 11:29AM			N/A
7160448	Archived	Sanitation (Public Works - Field Operations)	01/02/2020 - 11:09AM		01/02/2020 - 11:09AM			N/A
7160879	Archived	Sanitation (Public Works - Field Operations)	01/02/2020 - 12:19PM		01/02/2020 - 12:20PM			N/A
7161155	Archived	Sanitation (Public Works - Field Operations)	01/02/2020 - 01:09PM		01/02/2020 - 01:10PM			N/A
7166560	Archived	Sanitation (Public Works - Field Operations)	01/03/2020 - 12:58PM		01/06/2020 - 02:26PM			N/A
7176090	Archived	Sanitation (Public Works - Field Operations)	01/06/2020 - 11:11AM		01/06/2020 - 11:12AM			N/A
7176091	Archived	Sanitation (Public Works - Field Operations)	01/06/2020 - 11:11AM		01/06/2020 - 11:11AM			N/A
7176702	Closed	Sanitation (Public Works - Field Operations)	01/06/2020 - 12:54PM		01/30/2020 - 08:24AM			N/A
7181350	Archived	Sanitation (Public Works - Field Operations)	01/07/2020 - 08:59AM		01/07/2020 - 09:00AM			N/A
7181352	Archived	Sanitation (Public Works - Field Operations)	01/07/2020 - 09:00AM		01/07/2020 - 09:03AM			N/A
7183500	Archived	Sanitation (Public Works - Field Operations)	01/07/2020 - 02:47PM		01/10/2020 - 01:12PM	01/10/2020	01/10/2020 - 05:00PM	N/A
7184001	Archived	Sanitation (Public Works - Field Operations)	01/07/2020 - 04:46PM		01/07/2020 - 04:48PM			N/A
7186892	Archived	Sanitation (Public Works - Field Operations)	01/08/2020 - 07:55AM		01/08/2020 - 07:57AM			N/A
7188761	Archived	Sanitation (Public Works - Field Operations)	01/08/2020 - 01:38PM		01/08/2020 - 02:25PM			N/A
7189241	Archived	Sanitation (Public Works - Field Operations)	01/08/2020 - 03:10PM		01/08/2020 - 03:11PM			N/A
7189470	Archived	Sanitation (Public Works - Field Operations)	01/08/2020 - 04:01PM		01/08/2020 - 05:45PM			N/A
7198013	Archived	Sanitation (Public Works - Field Operations)	01/10/2020 - 10:04AM		01/10/2020 - 10:05AM			N/A
7198155	Archived	Sanitation (Public Works - Field Operations)	01/10/2020 - 10:32AM		01/10/2020 - 10:33AM			N/A
7206910	Closed	Sanitation (Public Works - Field Operations)	01/13/2020 - 10:12AM		01/30/2020 - 09:51AM			N/A
7210757	Archived	Sanitation (Public Works - Field Operations)	01/14/2020 - 10:47AM		01/14/2020 - 10:48AM			N/A
7212506	Archived	Sanitation (Public Works - Field Operations)	01/14/2020 - 01:58PM		01/14/2020 - 02:45PM			N/A
7226718	Archived	Sanitation (Public Works - Field Operations)	01/16/2020 - 03:58PM		01/16/2020 - 03:59PM			N/A
7230375	Archived	Sanitation (Public Works - Field Operations)	01/17/2020 - 12:17PM		01/17/2020 - 12:19PM			N/A
7230440	Archived	Sanitation (Public Works - Field Operations)	01/17/2020 - 12:29PM		01/17/2020 - 12:30PM			N/A
7243855	Archived	Sanitation (Public Works - Field Operations)	01/21/2020 - 11:37AM		01/21/2020 - 11:45AM			N/A
7249289	Archived	Sanitation (Public Works - Field Operations)	01/22/2020 - 10:00AM		01/22/2020 - 10:32AM	01/27/2020	10:00AM	N/A
7250470	Acknowledged	Sanitation (Public Works - Field Operations)	01/22/2020 - 01:54PM	In-Progress		02/05/2020	02/05/2020 - 05:00PM	N/A
7250536	Closed	Sanitation (Public Works - Field Operations)	01/22/2020 - 02:10PM		01/30/2020 - 10:17AM			N/A
7250667	Archived	Sanitation (Public Works - Field Operations)	01/22/2020 - 02:34PM		01/22/2020 - 02:36PM			N/A
7259760	Archived	Sanitation (Public Works - Field Operations)	01/24/2020 - 10:57AM		01/24/2020 - 01:45PM			N/A
7263924	Archived	Sanitation (Public Works - Field Operations)	01/25/2020 - 12:44PM		01/25/2020 - 12:44PM			N/A
7269288	Closed	Sanitation (Public Works - Field Operations)	01/27/2020 - 11:15AM		01/27/2020 - 11:25AM			N/A
7270788	Closed	Sanitation (Public Works - Field Operations)	01/27/2020 - 03:30PM		01/27/2020 - 03:31PM			N/A
7276444	Closed	Sanitation (Public Works - Field Operations)	01/28/2020 - 02:42PM		01/28/2020 - 02:42PM			N/A
7280007	Acknowledged	Sanitation (Public Works - Field Operations)	01/29/2020 - 08:36AM	In-Progress			02/07/2020 - 05:00PM	N/A
7281239	Closed	Sanitation (Public Works - Field Operations)	01/29/2020 - 12:46PM		01/29/2020 - 12:48PM			N/A
7282285	Closed	Sanitation (Public Works - Field Operations)	01/29/2020 - 04:26PM		01/29/2020 - 04:29PM			N/A
7286597	Closed	Sanitation (Public Works - Field Operations)	01/30/2020 - 12:22PM		01/30/2020 - 12:24PM			N/A
7292235	Closed	Sanitation (Public Works - Field Operations)	01/31/2020 - 02:06PM		01/31/2020 - 02:10PM			N/A
7259519	Acknowledged	Sidewalk Cracking / Broken (Field Operations)	01/24/2020 - 10:11AM	In-Progress		02/07/2020	02/07/2020 - 05:00PM	Y
7268822	Acknowledged	Sidewalk Cracking / Broken (Field Operations)	01/27/2020 - 10:00AM	In-Progress		02/10/2020	02/10/2020 - 05:00PM	Y
6473153	Archived	Sidewalk Cracking / Broken (Field Operations)	08/14/2019 - 09:55AM		01/07/2020 - 07:42AM		02/28/2020 - 05:00PM	Y
6622860	Archived	Sidewalk Cracking / Broken (Field Operations)	09/07/2019 - 01:01PM		01/07/2020 - 02:02PM		02/28/2020 - 05:00PM	Y
6730216	Archived	Sidewalk Cracking / Broken (Field Operations)	09/25/2019 - 05:53PM		01/07/2020 - 06:11PM		02/28/2020 - 05:00PM	Y
6787656	Archived	Sidewalk Cracking / Broken (Field Operations)	10/06/2019 - 11:28PM		01/07/2020 - 06:14PM		02/28/2020 - 05:00PM	Y
6932640	Archived	Sidewalk Cracking / Broken (Field Operations)	11/05/2019 - 11:14AM		01/07/2020 - 06:17PM		01/24/2020 - 05:00PM	Y
6992715	Archived	Sidewalk Cracking / Broken (Field Operations)	11/19/2019 - 08:48AM		01/06/2020 - 04:25PM		01/07/2020 - 05:00PM	Y
6992828	Archived	Sidewalk Cracking / Broken (Field Operations)	11/19/2019 - 09:01AM		01/06/2020 - 04:23PM		01/07/2020 - 05:00PM	Y
7268916	In Progress	Sign - Long Term Repair (Traffic Services)	01/27/2020 - 10:19AM	In-Progress		07/16/2020	07/16/2020 - 05:00PM	Y
7010178	Archived	Sign - Long Term Repair (Traffic Services)	11/22/2019 - 11:56AM		01/02/2020 - 10:05AM	05/15/2020	05/15/2020 - 05:00PM	Y
7160231	Archived	Sign - Other Sign Down/Missing (Traffic Services)	01/02/2020 - 10:30AM		01/02/2020 - 10:34AM	01/16/2020	01/16/2020 - 05:00PM	Y
7161326	Archived	Sign - Other Sign Down/Missing (Traffic Services)	01/02/2020 - 01:41PM		01/02/2020 - 01:42PM	01/16/2020	01/16/2020 - 05:00PM	Y
7167384	Archived	Sign - Other Sign Down/Missing (Traffic Services)	01/03/2020 - 03:52PM		01/06/2020 - 09:37AM	01/17/2020	01/17/2020 - 05:00PM	Y
7189529	Archived	Sign - Other Sign Down/Missing (Traffic Services)	01/08/2020 - 04:17PM		01/09/2020 - 08:06AM	01/23/2020	01/23/2020 - 05:00PM	Y
7195159	Archived	Sign - Other Sign Down/Missing (Traffic Services)	01/09/2020 - 08:02PM		01/13/2020 - 03:57PM	01/24/2020	01/24/2020 - 05:00PM	Y
7244115	Archived	Sign - Other Sign Down/Missing (Traffic Services)	01/21/2020 - 12:15PM		01/21/2020 - 05:09PM	02/04/2020	02/04/2020 - 05:00PM	Y

7244895	In Progress	Sign - Other Sign Down/Missing (Traffic Services)	01/21/2020 - 02:21PM	In-Progress	07/10/2020	07/10/2020 - 05:00PM	Y
7245789	Archived	Sign - Other Sign Down/Missing (Traffic Services)	01/21/2020 - 05:18PM		02/04/2020	02/04/2020 - 05:00PM	Y
7246925	In Progress	Sign - Other Sign Down/Missing (Traffic Services)	01/21/2020 - 11:20PM	In-Progress	02/04/2020	02/04/2020 - 05:00PM	Y
7249463	In Progress	Sign - Other Sign Down/Missing (Traffic Services)	01/22/2020 - 10:32AM	In-Progress	07/13/2020	07/13/2020 - 05:00PM	Y
7255518	In Progress	Sign - Other Sign Down/Missing (Traffic Services)	01/23/2020 - 01:20PM	In-Progress	07/14/2020	07/14/2020 - 05:00PM	Y
7265729	Closed	Sign - Other Sign Down/Missing (Traffic Services)	01/26/2020 - 08:29AM		02/07/2020	02/07/2020 - 05:00PM	Y
7268190	Closed	Sign - Other Sign Down/Missing (Traffic Services)	01/27/2020 - 07:49AM		02/07/2020	02/07/2020 - 05:00PM	Y
7268511	Closed	Sign - Other Sign Down/Missing (Traffic Services)	01/27/2020 - 09:07AM		02/10/2020	02/10/2020 - 05:00PM	Y
7268934	In Progress	Sign - Other Sign Down/Missing (Traffic Services)	01/27/2020 - 10:23AM	In-Progress	07/16/2020	07/16/2020 - 05:00PM	Y
7268945	In Progress	Sign - Other Sign Down/Missing (Traffic Services)	01/27/2020 - 10:24AM	In-Progress	07/16/2020	07/16/2020 - 05:00PM	Y
7286771	Closed	Sign - Other Sign Down/Missing (Traffic Services)	01/30/2020 - 12:56PM		02/13/2020	02/13/2020 - 05:00PM	Y
7286827	Closed	Sign - Other Sign Down/Missing (Traffic Services)	01/30/2020 - 01:07PM		02/13/2020	02/13/2020 - 05:00PM	Y
7286925	Closed	Sign - Other Sign Down/Missing (Traffic Services)	01/30/2020 - 01:24PM		02/13/2020	02/13/2020 - 05:00PM	Y
7287011	Closed	Sign - Other Sign Down/Missing (Traffic Services)	01/30/2020 - 01:44PM		02/13/2020	02/13/2020 - 05:00PM	Y
7018735	Archived	Sign - Other Sign Down/Missing (Traffic Services)	11/25/2019 - 10:51AM		01/09/2020	01/09/2020 - 05:00PM	Y
7086009	Archived	Sign - Other Sign Down/Missing (Traffic Services)	12/11/2019 - 03:25PM		01/23/2020	01/23/2020 - 05:00PM	Y
7115599	Archived	Sign - Other Sign Down/Missing (Traffic Services)	12/19/2019 - 07:26AM		02/03/2020	02/03/2020 - 05:00PM	Y
7136999	Archived	Sign - Other Sign Down/Missing (Traffic Services)	12/26/2019 - 11:55AM		06/17/2020	06/17/2020 - 05:00PM	Y
7140761	Archived	Sign - Other Sign Down/Missing (Traffic Services)	12/27/2019 - 11:00AM		02/11/2020	02/11/2020 - 05:00PM	Y
7269664	In Progress	Sign - Preventative Maintenance (Traffic Services)	01/27/2020 - 12:14PM	In-Progress	07/16/2020	07/16/2020 - 05:00PM	Y
7103306	Closed	Sign - Preventative Maintenance (Traffic Services)	12/16/2019 - 02:23PM		01/30/2020	01/30/2020 - 05:00PM	Y
7103314	Closed	Sign - Preventative Maintenance (Traffic Services)	12/16/2019 - 02:25PM		01/30/2020	01/30/2020 - 05:00PM	Y
7103330	Closed	Sign - Preventative Maintenance (Traffic Services)	12/16/2019 - 02:26PM		01/30/2020	01/30/2020 - 05:00PM	Y
7103375	Closed	Sign - Preventative Maintenance (Traffic Services)	12/16/2019 - 02:35PM		01/30/2020	01/30/2020 - 05:00PM	Y
7103402	Closed	Sign - Preventative Maintenance (Traffic Services)	12/16/2019 - 02:40PM		01/30/2020	01/30/2020 - 05:00PM	Y
7103408	Closed	Sign - Preventative Maintenance (Traffic Services)	12/16/2019 - 02:41PM		01/30/2020	01/30/2020 - 05:00PM	Y
7170081	Archived	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/04/2020 - 09:19AM		01/06/2020	01/06/2020 - 05:00PM	Y
7177181	In Progress	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/06/2020 - 02:12PM	In-Progress	02/19/2020	02/19/2020 - 05:00PM	Y
7181864	Archived	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/07/2020 - 10:27AM		01/07/2020	01/07/2020 - 05:00PM	Y
7183463	Archived	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/07/2020 - 02:42PM		01/08/2020	01/08/2020 - 05:00PM	Y
7202587	Archived	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/11/2020 - 10:43AM		01/13/2020	01/13/2020 - 05:00PM	Y
7207482	Archived	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/13/2020 - 11:56AM		01/14/2020	01/14/2020 - 05:00PM	Y
7207496	Archived	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/13/2020 - 11:59AM		01/14/2020	01/14/2020 - 05:00PM	Y
7207509	Archived	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/13/2020 - 12:01PM		01/14/2020	01/14/2020 - 05:00PM	Y
7208733	Archived	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/13/2020 - 04:00PM		01/14/2020	01/14/2020 - 05:00PM	Y
7226481	Archived	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/16/2020 - 03:07PM		01/21/2020	01/21/2020 - 05:00PM	Y
7245846	Archived	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/21/2020 - 05:32PM		01/22/2020	01/22/2020 - 05:00PM	Y
7246919	Archived	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/21/2020 - 11:15PM		01/22/2020	01/22/2020 - 05:00PM	Y
7249414	Archived	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/22/2020 - 10:25AM		02/05/2020	02/05/2020 - 05:00PM	Y
7275432	Closed	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/28/2020 - 11:35AM		01/29/2020	01/29/2020 - 05:00PM	Y
7286687	Archived	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/30/2020 - 12:44PM		01/31/2020	01/31/2020 - 05:00PM	Y
7286810	Closed	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/30/2020 - 01:04PM		01/31/2020	01/31/2020 - 05:00PM	Y
7286946	Closed	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/30/2020 - 01:28PM		01/31/2020	01/31/2020 - 05:00PM	Y
7292454	Closed	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	01/31/2020 - 02:59PM		02/03/2020	02/03/2020 - 05:00PM	Y
7085969	Archived	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	12/11/2019 - 03:12PM		01/23/2020	01/23/2020 - 05:00PM	Y
7116083	Closed	Sign - Stop/Yield Sign Down/Missing (Traffic Services)	12/19/2019 - 09:34AM		02/04/2020	02/04/2020 - 05:00PM	Y
7160303	Archived	Signal - In Flash or Dark (Traffic Issues)	01/02/2020 - 10:44AM		01/03/2020	01/03/2020 - 05:00PM	Y
7161189	Archived	Signal - In Flash or Dark (Traffic Issues)	01/02/2020 - 01:16PM		01/03/2020	01/03/2020 - 05:00PM	Y
7161552	Archived	Signal - In Flash or Dark (Traffic Issues)	01/02/2020 - 02:20PM		06/23/2020	06/23/2020 - 05:00PM	Y
7176872	Archived	Signal - In Flash or Dark (Traffic Issues)	01/06/2020 - 01:23PM		01/07/2020	01/07/2020 - 05:00PM	Y
7176881	Archived	Signal - In Flash or Dark (Traffic Issues)	01/06/2020 - 01:24PM		01/07/2020	01/07/2020 - 05:00PM	Y
7176900	Archived	Signal - In Flash or Dark (Traffic Issues)	01/06/2020 - 01:27PM		01/07/2020	01/07/2020 - 05:00PM	Y
7205201	Archived	Signal - In Flash or Dark (Traffic Issues)	01/12/2020 - 01:19PM		01/13/2020	01/13/2020 - 05:00PM	Y
7207471	Archived	Signal - In Flash or Dark (Traffic Issues)	01/13/2020 - 11:52AM		01/14/2020	01/14/2020 - 05:00PM	Y
7210387	Archived	Signal - In Flash or Dark (Traffic Issues)	01/14/2020 - 09:33AM		01/15/2020	01/15/2020 - 05:00PM	Y
7210431	Archived	Signal - In Flash or Dark (Traffic Issues)	01/14/2020 - 09:41AM		01/15/2020	01/15/2020 - 05:00PM	Y
7236967	Archived	Signal - In Flash or Dark (Traffic Issues)	01/19/2020 - 01:52PM		02/03/2020	02/03/2020 - 05:00PM	Y
7245867	Archived	Signal - In Flash or Dark (Traffic Issues)	01/21/2020 - 05:37PM		01/22/2020	01/22/2020 - 05:00PM	Y
7245936	Archived	Signal - In Flash or Dark (Traffic Issues)	01/21/2020 - 05:50PM		01/22/2020	01/22/2020 - 05:00PM	Y
7286678	Closed	Signal - In Flash or Dark (Traffic Issues)	01/30/2020 - 12:43PM		01/31/2020	01/31/2020 - 05:00PM	Y
7293033	Closed	Signal - In Flash or Dark (Traffic Issues)	01/31/2020 - 05:54PM		02/03/2020	02/03/2020 - 05:00PM	Y
7161544	Archived	Signal - Other (Traffic Services)	01/02/2020 - 02:18PM		01/16/2020	01/16/2020 - 05:00PM	Y
7166625	Archived	Signal - Other (Traffic Services)	01/03/2020 - 01:08PM		02/18/2020	02/18/2020 - 05:00PM	Y
7197601	Archived	Signal - Other (Traffic Services)	01/10/2020 - 08:35AM		01/24/2020	01/24/2020 - 05:00PM	Y
7206788	Archived	Signal - Other (Traffic Services)	01/13/2020 - 09:50AM		01/28/2020	01/28/2020 - 05:00PM	Y
7234700	Archived	Signal - Other (Traffic Services)	01/18/2020 - 03:39PM		02/03/2020	02/03/2020 - 05:00PM	Y
7245899	Archived	Signal - Other (Traffic Services)	01/21/2020 - 05:44PM		02/04/2020	02/04/2020 - 05:00PM	Y
7246275	Archived	Signal - Other (Traffic Services)	01/21/2020 - 07:26PM		02/04/2020	02/04/2020 - 05:00PM	Y
7247398	In Progress	Signal - Other (Traffic Services)	01/22/2020 - 01:22AM	In-Progress		10/30/2020 - 05:00PM	Y
7254347	Archived	Signal - Other (Traffic Services)	01/23/2020 - 09:29AM		02/06/2020	02/06/2020 - 05:00PM	Y
7254373	Archived	Signal - Other (Traffic Services)	01/23/2020 - 09:34AM		02/06/2020	02/06/2020 - 05:00PM	Y
7268525	Closed	Signal - Other (Traffic Services)	01/27/2020 - 09:10AM		02/10/2020	02/10/2020 - 05:00PM	Y
7268536	Closed	Signal - Other (Traffic Services)	01/27/2020 - 09:13AM		02/10/2020	02/10/2020 - 05:00PM	Y
7268542	Closed	Signal - Other (Traffic Services)	01/27/2020 - 09:14AM		02/10/2020	02/10/2020 - 05:00PM	Y
7268554	Closed	Signal - Other (Traffic Services)	01/27/2020 - 09:15AM		02/10/2020	02/10/2020 - 05:00PM	Y
7281545	In Progress	Signal - Other (Traffic Services)	01/29/2020 - 01:45PM	In-Progress	03/12/2020	03/12/2020 - 05:00PM	Y
7286984	Closed	Signal - Other (Traffic Services)	01/30/2020 - 01:37PM		02/13/2020	02/13/2020 - 05:00PM	Y
7289211	Closed	Signal - Other (Traffic Services)	01/31/2020 - 01:01AM		02/13/2020	02/13/2020 - 05:00PM	Y
7292531	Closed	Signal - Other (Traffic Services)	01/31/2020 - 03:20PM		02/14/2020	02/14/2020 - 05:00PM	Y
7292511	Closed	Signal - Preventative Maintenance (Traffic Services)	01/31/2020 - 03:12PM		06/09/2020	06/09/2020 - 05:00PM	Y
6915061	Archived	Signal - Preventative Maintenance (Traffic Services)	11/01/2019 - 08:36AM		03/13/2020	03/13/2020 - 05:00PM	Y
6915073	Archived	Signal - Preventative Maintenance (Traffic Services)	11/01/2019 - 08:39AM		03/13/2020	03/13/2020 - 05:00PM	Y
7187900	Acknowledged	Sink Holes (Drainage Maintenance - Field Operations)	01/08/2020 - 11:14AM	In-Progress		02/12/2020 - 05:00PM	Y
7189794	Closed	Sink Holes (Drainage Maintenance - Field Operations)	01/08/2020 - 05:36PM		01/28/2020	01/28/2020 - 05:00PM	Y
7225386	Archived	Sink Holes (Drainage Maintenance - Field Operations)	01/16/2020 - 11:30AM		01/31/2020	01/31/2020 - 05:00PM	Y
7243440	Acknowledged	Sink Holes (Drainage Maintenance - Field Operations)	01/21/2020 - 10:31AM	In-Progress	02/04/2020	02/04/2020 - 05:00PM	Y
7244769	Acknowledged	Sink Holes (Drainage Maintenance - Field Operations)	01/21/2020 - 01:58PM	In-Progress	02/12/2020	02/12/2020 - 05:00PM	Y
7254892	Acknowledged	Sink Holes (Drainage Maintenance - Field Operations)	01/23/2020 - 11:07AM	In-Progress	02/06/2020	02/06/2020 - 05:00PM	Y
7279950	Acknowledged	Sink Holes (Drainage Maintenance - Field Operations)	01/29/2020 - 08:10AM	In-Progress	02/11/2020	02/11/2020 - 05:00PM	Y
6601425	Archived	Sink Holes (Drainage Maintenance - Field Operations)	09/04/2019 - 04:06PM		01/13/2020	01/13/2020 - 05:00PM	Y
6987039	Closed	Sink Holes (Drainage Maintenance - Field Operations)	11/18/2019 - 08:51AM		01/29/2020	01/29/2020 - 05:00PM	Y
7130668	Archived	Sink Holes (Drainage Maintenance - Field Operations)	12/23/2019 - 04:48PM		01/22/2020	01/22/2020 - 05:00PM	Y
7248450	Archived	Snow/Ice Removal (Inclement Weather - Field Operations)	01/22/2020 - 06:52AM		01/22/2020	01/22/2020 - 05:00PM	Y
6977310	Archived	Special Projects (Field Operations)	11/15/2019 - 06:51AM		01/06/2020	01/06/2020 - 05:00PM	Y
7263442	Acknowledged	Standing Rain Water in Street (Buffington Road)	01/25/2020 - 09:15AM		02/05/2020	02/05/2020 - 05:00PM	Y
7282254	Closed	STOP SIGN IS DOWN	01/29/2020 - 04:15PM		01/30/2020	01/30/2020 - 05:00PM	Y
7219437	Acknowledged	Stormwater Runoff	01/15/2020 - 10:29AM	In-Progress		02/18/2020 - 05:00PM	Y
7167278	Archived	Street Flooding (Drainage Maintenance - Field Operations)	01/03/2020 - 03:30PM		01/06/2020	01/06/2020 - 05:00PM	Y

7181566	Archived	Street Flooding (Drainage Maintenance - Field Operations)	01/07/2020 - 09:45AM	01/07/2020 - 10:31AM	01/08/2020	01/08/2020 - 05:00PM	Y
7182086	Archived	Street Flooding (Drainage Maintenance - Field Operations)	01/07/2020 - 10:58AM	01/10/2020 - 03:29PM		01/10/2020 - 05:00PM	Y
7203677	Archived	Street Flooding (Drainage Maintenance - Field Operations)	01/11/2020 - 07:13PM	01/12/2020 - 10:06PM	01/13/2020	01/13/2020 - 05:00PM	Y
7220126	Acknowledged	Street Flooding (Drainage Maintenance - Field Operations)	01/15/2020 - 12:42PM	In-Progress		02/07/2020 - 05:00PM	Y
7220239	Acknowledged	Street Flooding (Drainage Maintenance - Field Operations)	01/15/2020 - 01:06PM	In-Progress		02/06/2020 - 05:00PM	Y
7225944	Acknowledged	Street Flooding (Drainage Maintenance - Field Operations)	01/16/2020 - 01:17PM	In-Progress		02/06/2020 - 05:00PM	Y
7245959	Archived	Street Flooding (Drainage Maintenance - Field Operations)	01/21/2020 - 05:54PM	01/24/2020 - 03:28PM		01/24/2020 - 05:00PM	Y
7182998	Acknowledged	Street Lights Out (Traffic Services)	01/07/2020 - 01:19PM	In-Progress		02/14/2020 - 05:00PM	Y
7209650	Archived	Street Lights Out (Traffic Services)	01/13/2020 - 09:45PM	01/14/2020 - 07:22AM	01/28/2020	01/28/2020 - 05:00PM	Y
7220343	Archived	Street Lights Out (Traffic Services)	01/15/2020 - 01:31PM	01/22/2020 - 08:39AM	01/21/2020	02/25/2020 - 05:00PM	Y
7255480	Archived	Street Lights Out (Traffic Services)	01/23/2020 - 01:14PM	01/23/2020 - 04:44PM	01/28/2020	01/28/2020 - 05:00PM	Y
7269307	In Progress	Street Lights Out (Traffic Services)	01/27/2020 - 11:18AM		07/16/2020	07/16/2020 - 05:00PM	Y
7269714	Acknowledged	Street Lights Out (Traffic Services)	01/27/2020 - 12:24PM	In-Progress		01/30/2020 - 05:00PM	N
7270266	Closed	Street Lights Out (Traffic Services)	01/27/2020 - 02:00PM	01/30/2020 - 03:15PM	01/30/2020	01/30/2020 - 05:00PM	Y
7287171	Closed	Street Lights Out (Traffic Services)	01/30/2020 - 02:18PM	01/30/2020 - 02:49PM	02/04/2020	02/04/2020 - 05:00PM	Y
7244149	Closed	Street need asphalt	01/21/2020 - 12:23PM	01/30/2020 - 11:00AM		01/31/2020 - 05:00PM	Y
7170729	Archived	Traffic Calming Requests (Traffic Services)	01/04/2020 - 01:07PM	01/06/2020 - 09:23AM	01/06/2020	01/06/2020 - 05:00PM	Y
7177173	In Progress	Traffic Calming Requests (Traffic Services)	01/06/2020 - 02:10PM	In-Progress	06/25/2020	06/25/2020 - 05:00PM	Y
7177387	In Progress	Traffic Calming Requests (Traffic Services)	01/06/2020 - 02:49PM	01/06/2020 - 04:58PM	06/25/2020	06/25/2020 - 05:00PM	Y
7188053	In Progress	Traffic Calming Requests (Traffic Services)	01/08/2020 - 11:35AM	In-Progress	06/29/2020	06/29/2020 - 05:00PM	Y
7247244	In Progress	Traffic Calming Requests (Traffic Services)	01/22/2020 - 12:58AM	In-Progress	07/10/2020	07/10/2020 - 05:00PM	Y
7249989	Archived	Traffic Calming Requests (Traffic Services)	01/22/2020 - 12:03PM	01/22/2020 - 01:06PM	03/05/2020	03/05/2020 - 05:00PM	Y
7266130	In Progress	Traffic Calming Requests (Traffic Services)	01/26/2020 - 11:56AM	In-Progress	07/15/2020	07/15/2020 - 05:00PM	Y
7266155	In Progress	Traffic Calming Requests (Traffic Services)	01/26/2020 - 12:02PM	In-Progress	07/15/2020	07/15/2020 - 05:00PM	Y
7270210	Closed	Traffic Calming Requests (Traffic Services)	01/27/2020 - 01:50PM	01/27/2020 - 02:49PM	07/16/2020	07/16/2020 - 05:00PM	Y
7270224	Acknowledged	Traffic Calming Requests (Traffic Services)	01/27/2020 - 01:52PM	In-Progress	07/16/2020	07/16/2020 - 05:00PM	Y
7041063	Archived	Traffic Calming Requests (Traffic Services)	12/02/2019 - 07:02AM	01/07/2020 - 03:59PM	01/14/2020	01/14/2020 - 05:00PM	Y
7160039	Archived	Traffic Operations - Other (Traffic Services)	01/02/2020 - 09:50AM	01/02/2020 - 01:04PM	02/14/2020	02/14/2020 - 05:00PM	Y
7160046	Archived	Traffic Operations - Other (Traffic Services)	01/02/2020 - 09:51AM	01/02/2020 - 01:04PM	02/14/2020	02/14/2020 - 05:00PM	Y
7116710	Archived	Trash	12/19/2019 - 11:37AM	01/17/2020 - 04:47PM		01/21/2020 - 05:00PM	Y
7291761	Acknowledged	Trash trash trash every where on Flat Shoals	01/31/2020 - 12:03PM	In-Progress		02/14/2020 - 05:00PM	Y
7176054	Acknowledged	Tree Danger/Removal (Roadside Maintenance - Field Operations)	01/06/2020 - 11:07AM	In-Progress		02/11/2020 - 05:00PM	Y
7181434	Archived	Tree Danger/Removal (Roadside Maintenance - Field Operations)	01/07/2020 - 09:18AM	01/10/2020 - 04:18PM	01/10/2020	01/10/2020 - 05:00PM	Y
7208341	Archived	Tree Danger/Removal (Roadside Maintenance - Field Operations)	01/13/2020 - 02:41PM	01/22/2020 - 01:01PM		01/22/2020 - 05:00PM	Y
7208833	Archived	Tree Danger/Removal (Roadside Maintenance - Field Operations)	01/13/2020 - 04:17PM	01/13/2020 - 06:52PM		01/16/2020 - 05:00PM	Y
7218641	Archived	Tree Danger/Removal (Roadside Maintenance - Field Operations)	01/15/2020 - 07:52AM	01/16/2020 - 02:17PM	01/17/2020	01/17/2020 - 05:00PM	Y
7220937	Closed	Tree Danger/Removal (Roadside Maintenance - Field Operations)	01/15/2020 - 03:29PM	01/28/2020 - 01:11PM		01/28/2020 - 05:00PM	Y
7230922	Archived	Tree Danger/Removal (Roadside Maintenance - Field Operations)	01/17/2020 - 02:32PM	01/17/2020 - 03:00PM	01/23/2020	01/23/2020 - 05:00PM	Y
7259141	Acknowledged	Tree Danger/Removal (Roadside Maintenance - Field Operations)	01/24/2020 - 08:41AM	In-Progress		02/04/2020 - 05:00PM	Y
7119808	Archived	Tree Danger/Removal (Roadside Maintenance - Field Operations)	12/20/2019 - 04:42AM	01/21/2020 - 12:06PM	01/21/2020	01/21/2020 - 05:00PM	Y
7140770	Archived	Tree Danger/Removal (Roadside Maintenance - Field Operations)	12/27/2019 - 11:03AM	01/13/2020 - 11:02AM		01/28/2020 - 05:00PM	Y
7170283	Archived	Tree Fallen (Zone 4)	01/04/2020 - 10:38AM	01/24/2020 - 03:18PM		01/28/2020 - 05:00PM	Y
6127075	Archived	Tree Fallen (Zone 5)	07/02/2019 - 11:11AM	01/07/2020 - 10:24AM		01/07/2020 - 05:00PM	Y
7250616	Archived	Tree Hindering Sight Distance (Roadside Maintenance - Field Operati	01/22/2020 - 02:24PM	01/22/2020 - 02:28PM	02/05/2020	02/05/2020 - 05:00PM	Y
7259131	Acknowledged	Tree Hindering Sight Distance (Roadside Maintenance - Field Operati	01/24/2020 - 08:38AM	In-Progress	02/06/2020	02/06/2020 - 05:00PM	Y
6895179	Closed	Unlicensed Business Complaint	10/28/2019 - 08:13PM	01/28/2020 - 03:09PM		01/28/2020 - 05:00PM	Y

Work Sheet Summary	December	Comments
Total SCF Request	730	Coordinated w/Joy
Total Work Requests did not meet SLA	5	Count red "N" w/SLA date
Total Work Orders	662	Total SCF requests minus Sanitation, Const, etc (68).
Total Work Orders met SLA	657	Total work orders met SLA
Total Work Requests w/o SLA or not due in current month	180	Total work requests not due current month (January)
Total SCF Request Closed/Archived	549	Total SCF requests closed/archived = 730-181
Total Work Orders % Complete	99%	657/662
Total SCF Requests % Complete	99%	549/550 (subtract requests not due from total requests
Total Work Order/Requests Open or In-Progress	181	Count Total # In-Progress
Total Call Center Requests	764	Provided by Call Center

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Proclamations Presented

DATE: February 25, 2020

SUBJECT: Council Approval of Proclamations Presented

REFERENCE:

CONCLUSION:

Council Approval of Proclamations Presented

- Pastor Sharon Dantzler (**Mayor Edwards**)
- Entrepreneurship Week (**Mayor Edwards**)
- Arbor Terrace Cascade (**CM Rowell**)
- Deacon Robert B. Caine (**CM Rowell**)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Proclamation_Pastor Dantzler	Cover Memo	2/19/2020
Proclamation_Entrepreneurship Week	Cover Memo	2/19/2020
Proclamation_Arbor Terrace Cascade	Cover Memo	2/19/2020
Proclamation_Deacon Caine	Cover Memo	2/19/2020



City of South Fulton

WHEREAS, Monument of Faith Christian Church serves to aid, provide, strengthen, encourage and support the poor and needy;

WHEREAS, the Monument of Faith Christian Church, located at 5680 Old National Highway, College Park, in the new City of South Fulton, is committed to meeting the spiritual needs of individuals throughout the South Fulton Community;

WHEREAS, Pastor Sharon M. Dantzler, has served the community for years with a spirit of excellence and diligence. She has labored many years for the upbuilding of the Kingdom of God, the betterment of humanity, and emphatically offers hope to the down-trodden and forsaken individuals. Pastor Dantzler is a true champion and a leader par excellence;

WHEREAS, Pastor Dantzler is characterized as a courageous Woman of God, who is willing to roll up her sleeves, minister under bridges, on street corners, compelling runaways, addicts, and prostitutes to accept Jesus Christ for a better way of life. She encourages them to become upright citizens in the community;

WHEREAS, Pastor Dantzler will be recognized during the annual ceremony highlighting “Black History Month” by “The Business and Professional Women’s Federation” of The Church of God in Christ, South Central Georgia Ecclesiastical Jurisdiction;

WHEREAS, during the celebration, Pastor Dantzler will be honored for her untiring years of service to this community. This celebration will be held at the Monument of Faith Christian Church on February 23, 2020;

NOW, THEREFORE, BE IT RESOLVED that Mayor and Council recognizes Pastor Dantzler for her untiring commitment to the least, the lost and the down-trodden, congratulates her as a 21st Century History Maker, and do hereby proclaim Sunday, February 23, 2020 as **PASTOR SHARON M. DANTZLER DAY** in the City of South Fulton.

Mayor William “Bill” Edwards

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City of South Fulton | February 25, 2020



City of South Fulton

WHEREAS, according to the Department of Labor, most of the new jobs created throughout the United States in the past decade have come from the creative efforts of entrepreneurs and small businesses, which have been expanding and advancing technology and fueling the recent growth in the economy;

WHEREAS, entrepreneurs have been the source of economic innovation throughout the history of the nation, and the entire society has been improved because of the new ways of doing things that have been brought about by people who market their ideas;

WHEREAS, economically independent entrepreneurs are engaged citizens who work to improve the economic environment in their local communities, providing better opportunities for businesses to operate and a better environment for the human resources they need to advance their business dreams;

WHEREAS, 70 percent of high school students want to become entrepreneurs and entrepreneurial skills will assist students in the future regardless of whether they work in a business owned by others or run their own business;

WHEREAS, entrepreneurs take a risk on an idea, invest in their neighborhoods, and create jobs for others. Small business owners exemplify the American spirit by developing new ways to provide goods and services to consumers.

WHEREAS, America's 30 million small businesses are central to our economy and our communities. Their courageous innovation makes our cities and towns vibrant places to live, work, and raise families. Small businesses employ almost 59 million workers, more than one-third of our country's labor force. These companies foster environments that reward problem solving and accountability, enabling workers to develop skills and valuable hands-on experience that propel their careers.

WHEREAS, National Entrepreneurship Week is a congressionally chartered initiative founded in 2006 to honor and recognize undaunted conviction that drives our entrepreneurs and small business owners, whose hard work and perseverance gives our nation economic strength.

NOW, THEREFORE, BE IT RESOLVED, that Mayor and Council acknowledges Destination South Fulton, the Department of Economic Development for partnering to create a week of activities highlighting the importance of economic development and do hereby proclaim the week of February 15th – February 22nd as ***ENTREPRENEURSHIP WEEK 2020*** in the City of South Fulton.



City of South Fulton

WHEREAS, in 2000, the Integral Group LLC through a joint venture co-developed its first Assisted Living community in an affluent African American community under the leadership of Egbert Perry, Chairman and Chief Executive Officer;

WHEREAS, Arbor Terrace at Cascade is located in the City of South Fulton and offers a 92 bed private pay assisted living facility that helps its residents with activities of daily living (ADLs) as well as other health related services to include physical therapy, pharmacy, medication management, physical therapy and occupational therapy;

WHEREAS, the company honors the individuality of its residents and celebrates each resident's unique life by making deep connections with the families they serve;

WHEREAS, Arbor Terrace offers a range of activities from entertainment to wellness programs that are specifically designed for active senior minds, bodies and spirits;

WHEREAS, over the last twenty years the Arbor Company has continued to expand its brand and portfolio and now provides senior living and geriatric care in upscale and caring environments with options for independent living, assisted living and memory care in several U.S. cities and;

WHEREAS, as the City of South Fulton continues to grow and flourish, it is our desire that the Arbor Company continue to expand its footprint and increase the supply of housing for seniors from active adult to assisted living;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the City Council of the City of South Fulton congratulate the Arbor Company and “Arbor Terrace Cascade” for providing high quality assisted living to the community and do hereby proclaim Thursday, February 20, 2020, as “**ARBOR TERRACE APPRECIATION DAY**” in the City of South Fulton, Georgia.

Councilwoman Catherine Foster Rowell Ph.D, District 1



City of South Fulton

WHEREAS, Robert Burton Caine was born to R.B. and Annie Jane Caine on October 6, 1943 in Brunswick, Georgia and received Christ at an early age at Oak Grove Baptist Church in Brunswick, Georgia; and

WHEREAS, after graduating from Risley High School, he attended Savannah State College on a basketball scholarship where he received a Bachelor of Science in Physical Education; and

WHEREAS, after college he went on to teach for three years before being drafted into the military where he served proudly for three years; and

WHEREAS, Robert Caine married his college sweetheart Patricia Griffin Caine whom he met at Savannah State and during their almost 40 years of marriage, they were blessed to have and rear two sons, Derek and Keith; and

WHEREAS, in 1986, Robert Burton Caine joined Elizabeth Baptist Church and has been active in a number of ministries and faithfully served as President of Usher Board #1, Treasurer of the Brotherhood and Co-chairperson of the Trustee Board, in addition to starting the Upward Basketball Program Ministry in 2000 and being ordained a deacon in 2001; and

WHEREAS, the Upward Basketball Program Ministry mission is the to serve children ages 5 to 12 for the purpose of sharing the love of Jesus Christ with each player, coach, referee and family; and

WHEREAS, the Upward Basketball Program Ministry goals are to help every player develop character, an understanding of sportsmanship and a respect for authority in any situation, on and off the court; and

WHEREAS, Deacon Caine has a winning personality which earns the respect of everyone he meets, which allowed the Upward Basketball Program to flourish during his five-year tenure as Director; and

WHEREAS, this year the Upward Basketball Program will celebrate its 20th anniversary and it is benefitting that we would honor its Founder Deacon Robert Burton Caine.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the City Council of the City of South Fulton proclaim Saturday, February 15, 2020 as “**DEACON ROBERT BURTON CAINE APPRECIATION DAY**” in the City of South Fulton, Georgia.

Councilwoman Catherine Foster Rowell, Ph.D.,

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Board Appointments

DATE: February 25, 2020

SUBJECT: Council Approval of Board Appointments

REFERENCE:

CONCLUSION:

Council Approval of Board Appointments

-
Councilmember Gilyard

Lynn King to the City Anniversary Task Force replacing Sheila Mants.

Delroy Waters to the City Renaming Committee replacing Dr. James Winston

Councilmember Gumbs

Re-appointing Tracy Lashan Rolle to the City Anniversary Task Force

Councilmember Reeves

Alicia Ivey to the South Fulton Development Authority.

Mayor William “Bill” Edwards

Mercedes Miller to the South Fulton Development Authority.

BACKGROUND:

FISCAL IMPACT:

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Resolution and Agreement for Cherry Street Solar

DATE: February 25, 2020

SUBJECT: Council Approval of Resolution and Agreement for Cherry Street Solar

REFERENCE:

CONCLUSION:

Council Approval of Resolution and Agreement for Cherry Street Solar Energy

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Cherry Street Solar	Cover Memo	2/19/2020
Cherry Street Solar Agreement	Cover Memo	2/19/2020

1 STATE OF GEORGIA
2 COUNTY OF FULTON
3 CITY OF SOUTH FULTON
4

5 A RESOLUTION BY THE CITY AUTHORIZING MASTER SOLAR ENERGY
6 PROCUREMENT AGREEMENT BETWEEN CHERRY STREET CAPITAL FUND, LLC
7 AND FOR OTHER LAWFUL PURPOSES
8

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

11
12 WHEREAS, the duly elected governing authority of the City, is the Mayor and
13 Council thereof ("City Council");

14 WHEREAS, the City Council desires to authorize the City Manager, in conjunction
15 with the City Attorney, to execute an agreement as authorized herein for the installation
16 and operation of solar technology; and

17 WHEREAS, this Resolution is in the best interests of the health and general
18 welfare of the City, its residents and general public.

19 THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY
20 RESOLVES as follows:

21
22 Section 1. The City Council hereby authorizes the City Manager and City Attorney
23 to further negotiate, facilitate and thereafter execute, in alignment with the City budget,
24 the attached agreement with Cherry Street Capital Fund, LLC.
25

26 *****

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

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

36 (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution
37 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise
38 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is

39 the express intent of the City Council that such invalidity, unconstitutionality or
40 unenforceability shall, to the greatest extent allowed by law, not render invalid,
41 unconstitutional or otherwise unenforceable any of the remaining phrases, clauses,
42 sentences, paragraphs or sections of the Resolution.

43 **Section 3.** The city attorney and city clerk are authorized to make non-substantive
44 editing and renumbering revisions to this Resolution for proofing, codification, and
45 supplementation purposes. The final version of all resolutions shall be filed with the city
46 clerk.

47 **Section 4.** The effective date of this Resolution shall be the date of adoption, unless
48 provided otherwise by the City Charter or state and/or federal law.

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51

52 THIS RESOLUTION adopted this _____ day of _____ 2020.

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CITY OF SOUTH FULTON, GEORGIA

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61 _____
WILLIAM "BILL" EDWARDS, MAYOR

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63

64 ATTEST:

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68 _____
S. DIANE WHITE, CITY CLERK

69

70 APPROVED AS TO FORM:

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72
73

74 _____
EMILIA C. WALKER, CITY ATTORNEY

75

76 The foregoing RESOLUTION No. 2020-_____, adopted on _____
77 was offered by Councilmember _____, who moved its approval. The motion
78 was seconded by Councilmember _____, and being put to a vote, the result
79 was as follows:

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	AYE	NAY
William "Bill" Edwards, Mayor	_____	_____
Catherine Foster Rowell	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Corey Reeves	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

MASTER SOLAR ENERGY PROCUREMENT AGREEMENT BETWEEN CHERRY STREET CAPITAL FUND, LLC AND THE CITY OF SOUTH FULTON

This Master Solar Energy Procurement Agreement (“Agreement”) is entered into this [REDACTED] day of [REDACTED], 2019 (“Effective Date”), by and between **Cherry Street Capital Fund, LLC**, a limited liability company organized and existing under the laws of the state of Georgia (“Seller”), and **The City of South Fulton**, a political subdivision of the state of Georgia (“Purchaser”). Seller and Purchaser may be hereinafter referred to individually as a “Party” and collectively as the “Parties.”

W I T N E S S E T H:

WHEREAS, Seller is an entity whose business includes the leasing, financing or installation of solar technology, and therefore is a solar financing agent as that term is defined by O.C.G.A. § 46-3-62(13); and

WHEREAS, Purchaser owns and controls certain properties located at 4255 Will Lee Road and 5320 Campbellton Road, with said property being more specifically identified and described in Appendix C (the “Facility Sites”); and

WHEREAS, this Agreement is an arrangement under which Seller will finance the installation and operation of solar technology in which the payments are based on the performance and output of the solar technology installed by Seller, and therefore is a solar energy procurement agreement as that term is defined by O.C.G.A. § 46-4-62(12); and

WHEREAS, Seller desires to provide to Purchaser, and Purchaser desires to receive and utilize, Solar Energy to be generated by solar technology at the Facility Site and other locations and made available to Purchaser consistent with the laws of the State of Georgia, including but not limited to the Solar Power Free-Market Financing Act of 2015, O.C.G.A. § 46-3-60, *et seq.* (the “Act”); and

WHEREAS, the Parties desire to set forth the terms and conditions upon which solar technology shall be installed by Seller at the Facility Site and other locations and Solar Energy is provided for use by Purchaser.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Purchaser and Seller, each intending to be legally bound, hereby agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

1.1 Definitions. All capitalized terms used herein and not otherwise defined, whether singular or plural, shall have the respective meanings set forth below and incorporated herein.

“AAA” - has the meaning set forth in **Section 18.1**.

“Added Facility” – means solar technology installed at a location other than the Facility Site pursuant to an Addendum to this Agreement and described in Appendix C to said Addendum.

Added Facility Site” – has the meaning set forth in Appendix C to an Addendum to this Agreement.

“Addendum” – means a supplement to this Agreement in a form substantially similar to Appendix H, executed by both Parties providing for furnishing of solar technology and Solar Energy at a site other than the Facility Site and explicitly subject to the terms and conditions of this Agreement.

“Adjustment Period” - has the meaning set forth in Section 8.2.3.

“Affiliate” - means for any specific entity, any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified entity. For purposes of this definition, “control” when used with respect to any entity means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. For purposes of this Agreement, it shall be assumed that the direct or indirect owner of fifty percent (50%) of the outstanding stock or other equity interest of an entity has “control” of such entity; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Annual Period” - means any one of a succession of consecutive twelve-month periods, the first of which shall begin on the Commercial Operation Date of the Facility Site, as applicable.

“Billing Dispute Notice” - has the meaning set forth in Section 11.2.2.

“Business Day” - means any Day excluding Saturday and Sunday and excluding any Day on which banking institutions in Atlanta, Georgia are closed because of a federal holiday.

“Change of Control Transaction” – in respect of a Person means any transaction or series of related transactions which, if consummated, would result in such Person being an Affiliate of another ultimate parent entity immediately after such transaction. For purposes of this definition, a Person’s ultimate parent entity is the Person who directly or indirectly controls fifty percent (50%) or more of such Person’s outstanding capital stock or other equity interests having ordinary voting power and who does not itself have an ultimate parent entity.

“Claim” or **“Claims”** - has the meaning set forth in Section 18.1.

“Commercial Operation” – has the meaning set forth in Section 5.4.

“Commercial Operation Date” - means the date on the Facility achieves Commercial Operation.

“Commercial Operation Date, Added Facility” – means the date on which any Added Facility achieves Commercial Operation.

“Commercial Operation Deadline” – has the meaning set forth in Section 5.5.

“Conditions Precedent” – has the meaning set forth in Section 5.5.

“Confidential Information” - means business or technical information rightfully in the possession of either Party, which information derives actual or potential commercial value from not being generally known or readily ascertainable through independent development, or reverse engineering by persons who can obtain economic value from its disclosure and use, and includes information furnished or disclosed to the other Party in connection with discussions leading up to execution of this Agreement, including this Agreement. Confidential Information must be designated in writing as confidential by the Party supplying such information (the “Disclosing Party,” the other Party being the “Receiving Party”). Confidential Information does not include information which: (i) is or becomes publicly available other than as a result of a violation of this Agreement; (ii) was, at the time of the disclosure, already in the Receiving Party’s possession; (iii) is disclosed to the Receiving Party by a third Party who, to the Receiving Party’s knowledge, is not prohibited from disclosing the information pursuant to any agreement with the Disclosing Party; (iv) the Receiving Party develops or derives without the aid, application or use of the privileged or proprietary information; or (v) the Receiving Party is required to disclose pursuant to Legal Requirements.

“Consent” - means any approval, consent, authorization or other applicable requirement with respect to the Facility from any jurisdictional Governmental Authority, including all applicable environmental certificates, licenses, permits and approvals.

“Contract Energy Price” – means the amount shown in \$/kWh in Appendix A to this Agreement and, for any Added Facility, in Appendix A to an Addendum.

“Day” - means a calendar day.

“Defaulting Party” - has the meaning set forth in Section 13.3.

“Disclosing Party” – has the meaning set forth in the definition of Confidential Information herein.

“Disputing Party” - has the meaning set forth in Section 18.2.1.

“Dispute Response” - has the meaning set forth in Section 18.2.1.

“Dispute Review Notice” - has the meaning set forth in Section 11.2.3.

“Early Termination Fee” – has the meaning set forth in Section 13.3.

“Easement Area” – has the meaning set forth in Section 3.1 and more fully described in Appendices E and F.

“Effective Date” - means the date set forth above. For any Addendum to this Agreement, the term “Effective Date” means the date on which both Parties have signed the Addendum.

“Environmental Attributes” – means any and all renewable energy credits, solar energy credits, carbon or greenhouse gas emission credits, and any other benefits, emissions reductions,

offsets, and allowances, howsoever entitled, directly attributable to the generation of electricity from the Facility or an Added Facility. Environmental Attributes do not include production, energy or investment tax credits, accelerated depreciation, or other incentives available under federal or Georgia tax codes.

“Estimated Production” – has the meaning set forth in Section 9.3.

“Extended Force Majeure Event” - has the meaning set forth in Section 17.5.1.

“Event of Default” - has the meanings ascribed to it in Section 13.1 for Seller and Section 13.2 for Purchaser.

“Facility” - means the equipment and facilities of the electric generating plant described in Appendix C to be or being constructed by Seller on the Facility Site. The Facility shall include the electric energy production units and all auxiliary equipment and facilities installed at the Facility Site necessary or used for the production, control, delivery or monitoring of Solar Energy by the Facility, including the equipment utilized to connect the Facility to the Purchaser’s electric service provider on either side of the electric service provider’s meter.

“Facility Site” – has the meaning set forth in Appendix C.

“FERC” – means the Federal Energy Regulatory Commission, or any Governmental Authority succeeding to the powers and functions thereof.

“Force Majeure Event” - has the meaning set forth in Section 17.1.

“Force Majeure Remedy Plan” – has the meaning set forth in Section 17.5.1.

“Governmental Authority” - means any federal, state or local governmental or regulatory authority, administrative agency, commission, department, board or court that has jurisdiction over either of the Parties to this Agreement or the subject matter of this Agreement, when referenced in this Agreement.

“Impasse Notice” - has the meaning set forth in Section 18.2.2.

“Indemnified Party” – has the meaning set forth in Section 15.1.

“Indemnifying Party” – has the meaning set forth in Section 15.1.

“Interconnection Agreement” - means that any agreement between Seller and the transmission/distribution provider containing terms and conditions governing the interconnection and parallel operation of the Facility or an Added Facility with the electric service provider’s distribution or transmission system.

“Interest Rate” - means the interest per annum equal to two percent plus the prime rate as published in The Wall Street Journal or comparable successor publication under “Money Rates,” as applied on a daily basis and compounded quarterly.

“**kW**” - means kilowatts.

“**kWh**” - means kilowatt-hours.

“**kWhAC**” – means kilowatt-hours, alternating current.

“**Legal Requirement**” - means any law, code, statute, regulation, rule, ordinance, permit, judgment, injunction, order or other requirement of a Governmental Authority having jurisdiction over the matter in question that is valid and applicable to the matter in question at the time of the execution of this Agreement or any time thereafter during the Term.

“**Liens**” – has the meaning set forth in Section 4.2.1.

“**Metering System**” – means all meters, metering devices and related instruments used to measure and record electric energy and to determine the amount of such electric energy that is being made available or delivered to Purchaser at the Point of Delivery.

“**Month**” - means a calendar month, commencing at the beginning of the first Day of such calendar month.

“**Monthly**” - has a meaning correlative to that of Month.

“**Monthly Delivered Energy**” - has the meaning set forth in Appendix A or in Appendix A to an Addendum to this Agreement.

“**Monthly Energy-based Payment**” - means the Monthly amount to be paid by Purchaser to Seller based on the amount of Solar Energy from the Facility as calculated in accordance with Appendix A or with Appendix A to an Addendum to this Agreement.

“**MW**” - means megawatts.

“**MW_{DC}**” - means megawatts direct current.

“**MWh**” - means megawatt-hours.

“**Non-Defaulting Party**” - has the meaning set forth in Section 13.3.

“**Notice of Dispute**” - has the meaning set forth in Section 18.2.1.

“**Notice Period**” – has the meaning set forth in Section 19.2.

“**Operations**” – has the meaning set forth in Section 2.2.

“**Party**” or “**Parties**” - means either Purchaser or Seller or both.

“**Party-Appointed Arbitrators**” - has the meaning set forth in Section 18.3.1.

“Person” - means any natural person, corporation, limited liability company, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental Authority.

“Point of Delivery” - means the point where Seller shall deliver Solar Energy from the Facility or an Added Facility to Purchaser pursuant to this Agreement.

“Project” - means the design, engineering, construction, testing and commissioning of the Facility or an Added Facility and the ownership, operation, management and maintenance of the Facility or an Added Facility, all of which being reasonably expected to enable Seller to fulfill its obligations under this Agreement.

“Proposed Resolutions” - has the meaning set forth in Section 18.4.

“Prudent Industry Practices” - means any of the practices, methods, standards and acts engaged in or approved by a significant portion of the independent power industry in the United States that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result consistent with good business practices, reliability, economy, safety and expedition. Prudent Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be acceptable practices, methods and acts generally accepted in the United States having due regard for, among other things, manufacturers’ warranties and applicable Legal Requirements.

“Purchaser” - means Purchaser and its permitted successors and assigns.

“Real Property Taxes” – has the meaning set forth in Section 4.6.

“Receiving Party” – has the meaning set forth in the definition of Confidential Information herein.

“Renewable Energy Credits” or **“RECs”** - means any and all credits, including any emissions reduction credits, such as CO₂ or other greenhouse gas emission reduction credits, for renewable energy generated at the Facility or an Added Facility that could qualify or do qualify for application toward compliance with any local, state, federal or international renewable energy portfolio standard, green pricing program or other renewable energy or environmental mandate or objective.

“Renewal Term” has the meaning set forth in Section 6.1.

“Required Commercial Operation Date” or **“RCOD”** means March 31, 2017.

“Responding Party” - has the meaning set forth in Section 18.2.1.

“Rules” - has the meaning set forth in Section 18.1.

“Seller” - means Cherry Street Capital Fund [].

“**SNDA**” – has the meaning set forth in Section 4.2.5.

“**Solar Access Easement**” – has the meaning set forth in Section 3.2.1 and more fully described in Appendix F.

“**Solar Energy**” – means the generation of electricity produced by the Facility or an Added Facility by converting sunlight into energy using photovoltaic cells.

“**Solar Services**” – has the meaning set forth in Section 19.2

“**Taxes**” – has the meaning set forth in Section 4.6.

“**Temporary Construction Easement**” – has the meaning set forth in Section 3.3 and Appendix D.

“**Term**” – has the meaning set forth in Section 6.1.

“**Third Arbitrator**” - has the meaning set forth in Section 18.3.1.

“**Transfer**” – has the meaning set forth in Section 4.2.5.

“**Use Rights**” – has the meaning set forth in Section 3.1.

1.2 Interpretation. In this Agreement, unless the context otherwise requires, the singular shall include the plural and any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import when used in this Agreement shall, unless otherwise expressly specified, refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the term “including” is used herein in connection with a listing of items included within a prior reference, such listing shall be interpreted to be illustrative only, and shall not be interpreted as a limitation on or exclusive listing of the items included within the prior reference. Any reference in this Agreement to “Section,” “Article,” “Appendix,” or “Schedule” shall be references to this Agreement unless otherwise stated, and all such Schedules and Appendices shall be incorporated in this Agreement by reference. In the event that any index or publication referenced in this Agreement ceases to be published, each such reference shall be deemed a reference to a successor or alternate index or publication reasonably agreed to by the Parties. Unless specified otherwise, a reference to a given agreement or instrument, and all schedules, exhibits, appendices and attachments thereto, shall be a reference to that agreement or instrument as modified, amended, supplemented and restated, and in effect from time to time. Unless otherwise stated, any reference in this Agreement to any entity shall include its permitted successors and assigns, and in the case of any Governmental Authority, any entity succeeding to its functions and capacities. Whenever the term “consent” or “approval” is used herein, such consent or approval shall not be unreasonable withheld, conditioned or delayed by the consenting or approving Party, unless the Agreement provides such consent or approval is in the sole and absolute discretion of the consenting Party.

1.3 Construction. In the event of a conflict between the text of this Agreement and any Schedule or Appendix, the terms of this Agreement shall prevail.

ARTICLE 2: ACCESS AND USE

2.1 Access and Use. Purchaser hereby grants Seller a fully paid up right to access and use the Facility Site and any Added Facility Site in accordance with the terms and conditions and for the purposes set forth herein.

2.2 Permitted Uses. Seller shall have the right during the Term to do, or cause to be done, the following: (i) to construct, install and operate the Facility on the Facility Site and any Added Facility on an Added Facility Site; (ii) to maintain, clean, repair, replace and dispose of part or all of the Facility and any Added Facility; (iii) to add or remove the Facility, any Added Facility, or any part thereof; (iv) to access the Facility Site and any Added Facility Site with guests for promotional purposes during normal operating hours and at other times as are acceptable to the Purchaser in its reasonable business judgment; (v) to publish on its website or otherwise make public or distribute factual information related to each Facility and any Added Facility, including but not limited to, the location of each Facility, the name of the Purchaser, and other features of the Facility and any Added Facility; (vi) to install and maintain equipment necessary for remote monitoring of the Facility and any Added Facility; (vii) to conduct in-person physical inspections of the Facility and the Facility Site, and any Added Facility and Added Facility Site; and (viii) to perform all tasks necessary or appropriate, as reasonably determined by Seller, to carry out the activities set forth in this Agreement (collectively, “Operations”).

2.3 Seller’s Exercise of Rights. Seller may construct and install the Facility on the Facility Site and any Added Facility on an Added Facility Site in the manner Seller deems reasonable and appropriate; provided, however, that Seller shall not unreasonably interfere with Purchaser’s use, operation, or maintenance of the Property. The Facility shall be installed within the areas of the Facility Site identified on Appendix C. Any Added Facility shall be installed within the areas of the Added Facility Site identified on Appendix C to any Addendum.

2.4 Utilities. Purchaser shall provide existing and available utilities to the Facility Site and any Added Facility Site in connection with Seller's construction, start-up, maintenance, repair, replacement and operation of the Facility and any Added Facility.

2.5 Notice of Condition. At any time upon request by Seller, Purchaser shall, as quickly as reasonably practicable, send a person to observe the condition of the Facility and any Added Facility and report back to Seller on such observations. Each Party shall notify the other Party of any emergency relating to the Facility and any Added Facility and the nature thereof as soon as reasonably practicable. Purchaser shall notify Seller within twenty-four (24) hours following the discovery by Purchaser of any material malfunction of the Facility or any Added Facility, or interruption in the supply of electric energy from the Facility or any Added Facility. Purchaser shall notify Seller immediately upon observing any damage to the Facility or any Added Facility. If Purchaser becomes aware of any circumstances relating to the Facility or any Added Facility that creates an imminent risk of damage or injury to the Facility, any Added Facility, or any person, Purchaser shall promptly notify Seller.

ARTICLE 3: EASEMENTS

3.1 Access Easement and Use Rights. Purchaser grants, bargains and conveys to Seller a nonexclusive easement for access and use of the Facility Site and any Added Facility Site, on, under, over, and across the Facility Site and any Added Facility Site and any other real property adjacent to the Facility Site and any Added Facility Site and owned or leased by Purchaser (collectively, the “Easement Area”), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Facility on the Facility Site and any Added Facility on an Added Facility Site, performing the Operations, or for achieving all the purposes set forth in this Agreement (the “Use Rights”)”) in a form substantially similar to that found in Appendix E. The Use Rights include the right of convenient parking, access, and ingress to and egress from the Facility on, over, and across the Easement Area during the Term for Seller and its employees, contractors and sub-contractors and access to solar panels and conduits to interconnect the Facility with the Facility Site’s electric wiring, and any Added Facility with the Added Facility Site’s electric wiring, and shall survive, for a period of one hundred eighty (180) days following the termination of this Agreement for the purpose of removing the Facility and any Added Facility.

3.2 Solar Easement.

3.2.1 Purchaser hereby grants, bargains and conveys to Seller a Solar Access Easement on, over, and above the Easement Area for the free passage of solar radiation to the Facility and any Added Facility in a form substantially similar to that found in Appendix F. Purchaser shall not obstruct, or allow any tenant or assignee of Purchaser to obstruct, the passage of direct solar radiation across the Easement Area to the Facility or any Added Facility. Trees, landscaping, structures, and improvements located on the Easement Area as of the Effective Date shall be allowed to remain, and Seller may not require their removal, but Seller may require existing trees and landscaping to be pruned to Seller’s specification. Purchaser shall not place or plant any trees, landscaping, structures, or improvements on the Easement Area after the Effective Date that may, in Seller’s sole judgment, impede or interfere with the passage of direct solar radiation to the Facility and any Added Facility, unless Purchaser has received prior written approval from Seller for any such trees, landscaping, structures, or improvements. Specifically, and not in limitation of the foregoing, Purchaser agrees that all new improvements constructed or installed by Purchaser in the vicinity of the Facility Site and any Added Facility Site, including, without limitation, any equipment, landscaping, or facilities, shall be located at a minimum distance of three (3) times the height of the object from any solar module or component of the Facility or any Added Facility, unless a shading analysis, performed at Purchaser’s cost, and acceptable to Seller in its sole discretion, is provided to Seller that shows that such improvement will have no impact on the solar energy production or Seller’s operation and maintenance of the Facility or any Added Facility. In addition, all foliage shall be kept trimmed by Purchaser at Purchaser’s sole expense such that any foliage in the area of the Facility and any Added Facility (including on the Easement Area) shall be maintained at a maximum height of one-third (1/3) of the distance of the foliage from any solar module or component of the Facility or any Added Facility, unless a shading analysis, performed at Purchaser’s cost, and acceptable to Seller in its sole discretion, is provided to Seller that shows that such foliage will have no impact on the solar energy production or Seller’s operation and maintenance of the Facility or any Added Facility. Any shading analysis performed under this Section 3.2 shall be completed and delivered to Seller within a reasonable time, but in no event sooner than sixty (60) days prior to the commencement of construction or installation of the improvement in question. Seller and Purchaser further agree to execute and record such instruments

or addenda to this Agreement as may be required under applicable state or local law to evidence the solar easement granted in this Section.

3.2.2 If Purchaser becomes aware of any potential development or other activity on adjacent or nearby properties that could diminish the insolation to the Easement Area, Purchaser shall advise Seller of such information and reasonably cooperate with Seller in implementing measures to preserve existing levels of insolation at the Easement Area. To the extent Purchaser's interest in any of the Easement Area is a leasehold interest, Purchaser shall use reasonable efforts to cause the fee simple owner(s) of the Facility Site, any Added Facility Site, or any portion thereof, to execute and deliver a solar easement for the Facility or Added Facility, in a form to be provided by Seller, to prevent trees, landscaping, structures, or improvements located on the Easement Area from impeding or interfering with the passage of solar radiation to the Facility or any Added Facility. At Seller's request and expense, Purchaser shall use reasonable efforts to secure an easement for the Facility or any Added Facility to prevent trees, landscaping, structures, or improvements located outside of the Easement Area from impeding or interfering with the passage of solar radiation to the Facility or any Added Facility. Notwithstanding any other provision of this Agreement, the Parties agree that (i) Seller would be irreparably harmed by a breach of the provisions of this Section 3.2 by Purchaser, (ii) an award of damages would be inadequate to remedy such a breach, and (iii) Seller may be entitled to equitable relief, including specific performance, to compel compliance with the provisions of this Section 3.2.

3.3 Temporary Construction Easement. Purchaser grant, bargains and conveys to Seller a Temporary Construction Easement over the Easement Area in a form substantially similar to that set forth in Appendix D.

ARTICLE 4: TITLE TO PROPERTY

4.1 Title. Purchaser represents and warrants to Seller that it owns the Facility Site and any Added Facility Site, subject to no known liens or encumbrances except as set forth in Appendix G. Purchaser shall at all times retain title to and be the legal and beneficial owner of the Facility Site and any Added Facility Site, and all alterations, additions or improvements made to the Facility Site and any Added Facility Site by Purchaser (which shall not in any manner be construed to include any part of the Facility or any Added Facility) shall remain the property of Purchaser. At the request of Seller, Purchaser shall obtain executed and acknowledged instruments and such other documents as Seller or Seller's title company may require to confirm Purchaser's interest in the Facility Site and any Added Facility Site or to complete or evidence the full granting of the interest in the Facility Site and any Added Facility Site as intended by this Agreement.

4.2 Liens.

4.2.1 Notice to Facility Site or any Added Facility Site Lienholders and Release. Purchaser shall give effective notice of Seller's ownership of the Facility and any Added Facility, and the Facility's and any Added Facility's status as personal property to all parties having an interest in or any mortgage, pledge, lien (including mechanics', labor or materialmen's liens), charge, security interest, or encumbrance of any nature (collectively, "Liens") upon the real property and fixtures that are part of the Facility Site or any Added Facility Site. If there is any Lien against the Facility Site or any Added Facility Site that could reasonably be construed as prospectively

attaching to the Facility or any Added Facility as a fixture of the Facility Site or any Added Facility Site, Purchaser shall obtain a disclaimer or release of such Lien. Purchaser consents to the filing of a disclaimer of the Facility and any Added Facility as a fixture of the Facility Site or any Added Facility Site in the office where real estate records are customarily filed in the jurisdiction of the Facility Site or any Added Facility Site, and any other filing by Seller in a public office regarding its ownership of the Facility and any Added Facility deemed necessary or appropriate by Seller, and Purchaser hereby appoints Seller as its agent with regard to any such filing and authorizes Seller to take required actions on Purchaser's behalf required for such filing.

4.2.2 Facility or Added Facility Liens. Purchaser shall not directly or indirectly allow, cause, create, incur, assume or suffer to exist any Lien on or with respect to the Facility, any Added Facility, or any interest therein, by, through or under Purchaser. If Purchaser becomes aware of a Lien on the Facility or any Added Facility by, through or under Purchaser, Purchaser shall promptly give Seller written notice of such and shall, at its sole expense, promptly take such action as is necessary or appropriate to have such Lien discharged and removed.

4.2.3 Property Liens. Seller shall not directly or indirectly allow, cause, create, incur, assume or suffer to exist any Lien by, through or under Seller, on or with respect to the Facility Site, any Added Facility Site, or any interest therein, excluding Seller's interest created pursuant to this Agreement, or any other asset of Purchaser, including, without limitation, any Lien arising from or relating to the construction, ownership, maintenance or operation of the Facility and any Added Facility by Seller. If Seller becomes aware of a Lien on the Facility Site or any Added Facility Site by, through or under Seller, Seller shall promptly give Purchaser written notice of such and shall, at its sole expense, promptly take such action as is necessary or appropriate to have such Lien discharged and removed. Seller shall defend and indemnify Purchaser against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing any such Lien.

4.2.4 Discharge and Removal of Liens by Other Party. Upon the failure of the applicable Party to promptly discharge, remove or cause to be discharged or removed a lien required to be discharged or removed under this Section 4, or else promptly to provide a bond in an amount and from a surety acceptable to the other Party to protect against such Lien, in each case, within thirty (30) Days after the applicable Party becomes aware of the existence thereof, the other Party may, but shall not be obligated to, pay, discharge or obtain a bond or security for such Lien and, upon such payment, discharge or posting of security therefor, shall be entitled immediately to recover from the applicable Party the amount thereof, together with all expenses incurred by the Party discharging the Lien in connection with such payment or discharge, or to set off all such amounts against any amounts owed by the Party discharging the Lien to the other Party hereunder.

4.2.5 Quiet Enjoyment. Seller shall enjoy quiet and peaceful use, enjoyment and possession of the Facility Site and any Added Facility Site, free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Seller's quiet enjoyment thereof, throughout the Term of this Agreement. Neither Purchaser nor any person claiming by, through or under Purchaser shall disturb Seller's quiet and peaceful use, enjoyment and possession of the Facility Site and any Added Facility Site. Purchaser agrees that this Agreement and the rights granted in this Agreement shall run with the land and survive any transfer of the Purchaser's fee simple interest in Facility Site or any Added Facility Site, and the Facility or any

Added Facility. Purchaser shall not sell, lease, assign, mortgage, pledge or otherwise alienate or encumber Purchaser's interest in the Facility Site, any added Facility Site, or the Facility or any Added Facility, unless Purchaser shall have given Seller at least sixty (60) Days' prior written notice thereof, which notice shall identify the transferee or beneficiary, the portion of the Facility Site, any Added Facility Site or the Facility or any Added Facility to be so transferred or encumbered, if applicable, and the proposed date of such transfer or encumbrance. Purchaser shall cause any party other than Purchaser who now has or may in the future obtain an interest in the Facility Site, any Added Facility Site, or the Facility or any Added Facility, including, without limitation, any other fee simple owner(s) of the Facility Site, any Added Facility Site, or the Facility or any Added Facility and Purchaser's lenders, to execute and deliver a subordination, non-disturbance and attornment agreement ("SNDA") in form and substance acceptable to Seller, pursuant to which such party shall, among other things, (i) acknowledge and consent to the Seller's rights in the Facility Site or any Added Facility Site, (ii) agree that the rights of the third party shall be subordinate to this Agreement, (iii) acknowledge that the third party has no interest in the Facility or any Added Facility and shall not gain any interest in the Facility or any Added Facility by virtue of the Parties' performance or breach of this Agreement or otherwise, and (iv) agree that the terms and conditions of this Agreement shall bind such party and continue in full force and effect, if such party succeeds to Purchaser's interest in the Facility Site, any Added Facility Site, or the Facility or any Added Facility. Further, to the extent Purchaser's interest in any portion of the Facility Site, any Added Facility Site, or the Facility or any Added Facility is a leasehold interest, Purchaser shall have caused the fee simple owner(s) of the Facility Site or any Added Facility Site to execute and deliver an amendment to the agreement pursuant to which Purchaser was granted such leasehold interest or such other documentation as is reasonably acceptable to Seller pursuant to which such fee simple owner(s) shall acknowledge and agree that Seller's rights in the Facility Site and any Added Facility Site granted hereunder shall run with the land throughout the Term of this Agreement, notwithstanding any sale, lease, transfer, assignment, mortgage, pledge or other alienation or encumbrance ("Transfer") by such fee simple owner(s) of the Facility Site and any Added Facility Site.

4.2.6 No Interference. Purchaser hereby agrees, for itself, its agents, employees, representatives, successors, and assigns, that it will not initiate or conduct activities that it knows or reasonably should know may have a reasonable likelihood of causing damage, impairing, or otherwise adversely affecting the Facility and any Added Facility or their functions, including without limitation activities that may adversely affect the Facility's and any Added Facility's exposure to sunlight. Purchaser further covenants for itself and its agents, employees, representatives, successors, and assigns that it will not (i) materially interfere with or prohibit the free and complete use and enjoyment by Seller of its rights granted under this Agreement; (ii) take any action that will materially interfere with the availability and accessibility of solar radiation over and above the Facility Site and any Added Facility Site; (iii) take any action that will or may materially interfere with the transmission of electric energy to or from the Facility Site and any Added Facility Site; (iv) take any action that may impair Seller's access to the Facility Site and any Added Facility Site for the purposes specified in this Agreement; (v) plant or maintain any vegetation or erect or maintain any structure that will, during daylight, cast a shadow on the Facility or any Added Facility; or (vi) take any action that may impair Seller's access to any portion of the Facility and any Added Facility.

4.2.7 Facility and Any Added Facility Property of Seller; Transfer of the Property. Purchaser acknowledges and agrees that Seller or Financing Party is the exclusive owner and operator of the Facility, any Added Facility, and all equipment (including without limitation photovoltaic modules or panels, inverters, meters, wire, data monitoring equipment, and cabling), components and moveable property of Seller attached to or used in the operation of the Facility and any Added Facility, and all alterations, additions or improvements made thereto, that no portion or component of the Facility and any Added Facility is a part of, or fixture to, the Facility Site or any Added Facility Site, notwithstanding the manner in which the Facility and any Added Facility are or may be attached to any real property, and that in the event that the Facility Site or any Added Facility Site is the subject of a Transfer, such Transfer shall not attach to or affect the Facility or any Added Facility, or Seller's ownership rights to the Facility and any Added Facility. Purchaser shall give Seller at least sixty (60) days' prior notice of any Transfer of all or any portion of the Facility Site or any Added Facility Site. Any such notice shall identify the transferee, the portion of the Facility Site or any Added Facility Site to be transferred, and the proposed date of the Transfer. The Parties acknowledge and agree that no component of the Facility or any Added Facility was custom-fabricated for use in connection with the Facility or any Added Facility and that it is the express intention of the Parties that (x) neither the Facility, any Added Facility, nor any part thereof shall constitute fixtures and that (y) the agreements set forth in this Agreement are entered into and to be given full force and effect to the greatest extent permitted by applicable law notwithstanding any ruling by any court that the Facility or any Added Facility constitutes fixtures. The Facility and any Added Facility shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.

4.3 Property and Facility and Added Facility Security, Health and Safety.

4.3.1 Facility and Added Facility Security. Purchaser will provide security for the Facility Site, any Added Facility Site, and the Facility and any Added Facility to the extent of its normal security procedures, practices, and policies that apply to all Purchaser's real property, including restricting access to the area on which the Facility or any Added Facility is located and providing monitoring of the Facility Site's and any Added Facility Site's security alarms. Purchaser shall maintain the Facility Site and any Added Facility Site in a structurally sound and safe condition consistent with all applicable laws.

4.3.2 Additional Security. In addition to the security provided by Purchaser, Seller may install any security measures that Seller, in its sole discretion, determines are or may be reasonably necessary for the Facility and any Added Facility. Such measures may, but will not necessarily, include warning signs, closed and locked gates, and other measures appropriate and reasonable to protect against damage to or destruction of the Facility or any Added Facility or injury or damage to persons or property resulting from the Facility, any Added Facility, and Operations.

4.3.3 Maintenance of Facility Site and Any Added Facility Site. Purchaser shall, without interfering with the operation of the Facility or any Added Facility, (i) maintain the Facility Site and any Added Facility Site in good condition and repair, and shall use commercially reasonable efforts to maintain Purchaser's electric energy equipment located on the Facility Site and any Added Facility Site in good condition and repair so as to be able to receive and use the electric energy generated by the Facility and any Added Facility, (ii) give Seller prompt notice of any damage to or defective condition in any part or appurtenance of the Facility, the Facility Site, or any

Added Facility or Facility Site of which it becomes aware, and (iii) exercise reasonable care to warn those lawfully on the Facility, any Added Facility, and/or the Facility Site or any Added Facility Site of existing dangers. Purchaser shall maintain its connection and service contract(s) with its local utility, or any successors thereto, so that Purchaser can, upon any suspension or interruption of delivery of electric energy from the Facility and any Added Facility, provide the Facility Site and any Added Facility Site with its full requirements for electric energy.

4.4 Maintenance of Facility and Any Added Facility. During the Term, Seller shall, at Seller's sole cost, maintain the Facility, any Added Facility, and all areas of the Facility Site any any Added Facility Site used by Seller in the Operations, in accordance with applicable laws.

4.5 Clean Condition. Seller shall not unreasonably clutter the Facility Site or any Added Facility Site and shall collect and dispose of any and all of Seller's refuse and trash.

4.6 Property Taxes. N/A.

ARTICLE 5: DESIGN AND CONSTRUCTION

5.1 Project. The Project consists of the design, development and installation of a solar powered electric generation facility described in Appendix C to this Agreement and, in the case of an Added Facility, to an Addendum.

5.2 Permits.

5.2.1 Seller will use all commercially reasonable efforts to obtain, at its sole expense, any and all Consents that Seller is required to obtain for the operation, maintenance, testing and any necessary modification to any Facility or Added Facility.

5.2.2 Purchaser will use all commercially reasonable efforts to obtain, at its sole expense, any and all Consents that Purchaser is required to obtain for the purchase of Solar Energy from Seller pursuant to this Agreement.

5.2.3 Each Party will support and cooperate with, and not oppose, obstruct or otherwise interfere in any means with the efforts of the other Party or its Affiliates to obtain all Consents that are the responsibility of that other Party.

5.3 Inspections. Upon reasonable prior advance notice to Seller, representatives of Purchaser shall be entitled to inspect the construction, maintenance, operation and testing of the Facility and any Added Facility. Should Seller require a confidentiality agreement, Purchaser agrees to execute a reasonable confidentiality agreement with Seller to facilitate all such inspections under this Agreement. Seller shall cooperate in such physical inspections of the Facility and any Added Facility as may be reasonably required by Purchaser provided that: (i) such inspections shall not materially interfere with the testing or operations of the Facility or any Added Facility, and (ii) Purchaser complies with Seller's reasonable policies and procedures applicable to the Facility and any Added Facility including those with respect to safety. Purchaser's technical review and inspection of the Facility and any Added Facility shall not be construed as endorsing the design or construction thereof or as any warranty of the safety, durability or reliability of the Facility or any Added Facility.

5.4 Design and Construction. The Project shall be completed in accordance with Prudent Industry Practices and all applicable Legal Requirements. Seller shall use all diligent efforts to achieve Commercial Operation of the Facility on or before the Required Commercial Operation Date and to otherwise carry out its obligations under this Agreement. The Project shall be deemed to have achieved Commercial Operation when Seller shall demonstrate that the Facility or any Added Facility is capable of producing electric energy and delivering such electric energy to the Point of Delivery on a reliable basis in accordance with Prudent Industry Practices

5.5 Conditions to Seller's Obligations. Subject to the terms and conditions of this Agreement, and unless waived by the Seller, Seller's obligations under this Agreement are conditioned upon the satisfaction of the following conditions ("Conditions Precedent") on or before April 22, 2017 (the "Commercial Operation Deadline"):

5.5.1 All necessary governmental filings or applications relating to the operation of the Facility shall have been completed and approved as applicable.

5.5.2 All Consents shall have been obtained and any required regulatory approval relating to the Facility shall have occurred;

5.5.3 Seller shall have received all third party consents necessary in order to perform its obligations hereunder;

5.5.4 Seller shall have obtained financing for the Facility on terms and conditions satisfactory to it; and

5.5.5 Seller shall have entered into contract(s) for construction of the Facility, subject to the terms of any proposed financing.

5.6 Ownership; Tax Credits and Rebates. Purchaser agrees that the Facility and any Added facility are the personal property of Seller under the provisions of the Uniform Commercial Code. Purchaser agrees that this Agreement is not a contract to sell or lease the Facility or any Added Facility to Purchaser. Seller owns the Facility and any Added Facility for all purposes. Purchaser shall at all times keep the Facility and any Added Facility free and clear of all liens, claims, levies and legal processes not created by Seller, and shall at Purchaser's expense protect and defend Seller against the same. Purchaser understands and agrees that any and all tax credits and financial incentives and any utility rebates available or awarded as a result of construction or operation of the Facility and any Added Facility are the property of and for the benefit of Seller, usable at its sole discretion. Seller shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future. Purchaser agrees to refrain from entering into any agreement with Purchaser's electric service provider that would entitle the electric service provider to claim any such benefits. Purchaser agrees to reasonably cooperate with Seller so that it may claim any tax credits, rebates or other financial incentives from the Facility and any Added Facility, including but not limited to filing registrations and/or applications for rebates from federal, state or local governments or a local utility for the benefit of Seller.

ARTICLE 6: TERM AND TERMINATION

6.1 Term. This Agreement shall become effective on the Effective Date and shall remain in full force and effect until the twentieth (20th) anniversary of the Commercial Operation Date (“Term”), subject to the early termination provisions set forth herein. At the sole option of Seller upon written notice to Purchaser before the expiration of the Term, the Term of this Agreement shall be extended until the fortieth (40th) anniversary of the Commercial Operation Date (the “Renewal Term”). Any Addendum shall become effective on the Effective Date of said Addendum and shall remain in full force and effect until the twentieth (20th) anniversary of the Commercial Operation Date (“Addendum Term”) of the Added Facility that is the subject of said Addendum. At the sole option of Seller upon written notice to Purchaser before the expiration of any Addendum Term, said Addendum Term shall be extended until the Fortieth (40th) anniversary of the Commercial Operation Date of the Added Facility that is the subject of said Addendum (“Addendum Renewal Term”).

6.2 Purchase Option. At the end of the Term, Addendum Term or, if renewed, the Renewal Term or Addendum Renewal Term, Purchaser shall have the option to purchase the Facility or any Added Facility for the Facility’s or Added Facility’s fair market value as agreed by the Parties. The fair market value is defined as the price that a willing buyer would pay for the Facility or Added Facility in an arm’s-length transaction to a willing seller under no compulsion to sell. Upon written notice by Purchaser no later than 30 days prior to the expiration of the Term, Addendum Term, Renewal Term or Addendum Renewal Term, if the Parties are not able to agree upon the fair market value of the Facility or Added Facility, a third party independent appraiser will be retained at Purchaser’s expense to compute the Facility’s or Added Facility’s fair market value, and if Purchaser desires to purchase the Facility or Added Facility, it shall do so for the fair market value determined by said appraiser within 30 Days of the receipt by Purchaser and Seller of the fair market value determination from the appraiser. If Purchaser does not exercise its option to purchase the Facility or Added Facility at the end of the Term, Addendum Term, Renewal Term or Addendum Renewal Term, Seller shall remove the Facility or Added Facility from the Facility Site or Added Facility Site at Seller’s expense within 120 Days of the expiration of the Term, Addendum Term, Renewal Term or Addendum Renewal Term. Seller shall make any repairs to the Facility Site or Added Facility Site necessary to repair any adverse impact such removal directly causes to the Facility Site or Added Facility Site.

6.3 Survival of Rights. Upon termination or expiration of this Agreement, the Parties shall be relieved of their obligations under this Agreement except for the following obligations that shall survive termination or expiration: (i) the obligation to pay each other all amounts then owed and not paid under this Agreement; and (ii) any other obligations that the Agreement specifically indicates shall survive termination or expiration.

ARTICLE 7: OPERATION AND MAINTENANCE

7.1 General Standards. During the Term, Seller shall have the sole responsibility, at its sole expense, to manage, control, operate and maintain, or cause others to manage, control, operate and maintain, the Facility and any Added Facility in accordance with Prudent Industry Practices and the requirements set forth in this Agreement. Seller shall, and shall cause others that manage, control, operate and maintain the Facility and any Added Facility to: (i) comply with all Legal Requirements applicable to Seller, and (ii) diligently seek, obtain, maintain, comply with and, as necessary, renew and modify from time to time, any and all Consents.

7.1.1 Seller shall, or shall cause others to, employ at the Facility and any Added Facility all safety devices and safety practices required by Prudent Industry Practices.

7.1.2 Purchaser shall maintain the Facility Site and any Added Facility Site and the areas around the Facility and any Added Facility so that the Facility and any Added Facility is capable of receiving the amount of sunlight it receives on the Effective Date, trimming bushes, trees and other growth as necessary, and avoiding construction or installation of buildings or equipment that will block sunlight from reaching the Facility and any Added Facility.

7.2 Access to the Facility.

7.2.1 Upon reasonable notice, representatives of Purchaser shall have access to the Facility and any Added Facility in order to: (i) inspect, maintain, and test meters and other equipment; (ii) monitor or measure energy generated by the Facility or any Added Facility; (iii) inspect the Facility or any Added Facility; and (iv) take such other action as may be reasonably necessary to exercise Purchaser's rights under this Agreement.

7.3 Availability of Records. Seller shall keep complete and accurate records and all other data for the purpose of proper administration of this Agreement in accordance with the following guidelines:

7.3.1 All such records shall be maintained for a minimum of seven (7) years after the creation of such record or data and for any additional period of time required by any Legal Requirement or Governmental Authority. In the event Seller intends to dispose of or destroy any such records after such seven (7) year period, Seller shall provide Purchaser with thirty (30) Days prior written notice.

7.3.2 Upon reasonable advance notice, either Party shall have the right to examine the records and data of the other Party in order to facilitate any determination that such Party is required or permitted to make under this Agreement.

7.3.3 Any information provided by either Party pursuant to this Section 7.3.3 shall be subject to the confidentiality provisions set forth in Section 19.13.

7.4 Scheduled Maintenance. Seller shall follow Prudent Industry Practices with regard to maintenance of the Facility and any Added Facility and shall coordinate all planned maintenance with Purchaser.

ARTICLE 8: INTERCONNECTION AND METERING

8.1 Interconnection.

8.1.1 If necessary, Seller shall (1) request interconnection and enter into an Interconnection Study Agreement with the appropriate transmission/distribution provider no later than thirty (30) Days from the execution date of this Agreement and (2) enter into an Interconnection Agreement with the appropriate transmission/distribution provider within 180 Days from the execution date of this Agreement. The Interconnection Agreement shall be maintained throughout the Term of this Agreement. Seller shall promptly provide a copy of, and any amendments to, such

Interconnection Agreement to Purchaser in accordance with the notice provisions of Section 16.7. Purchaser shall not be responsible under this Agreement for any costs and expenses (including overheads) incurred in connection with the design, construction, installation and maintenance of the Interconnection Facilities. Seller is responsible for determining all transmission and/or distribution-related rules, practices and policies with which it must comply.

8.2 Metering.

8.2.1 Seller shall ensure the Metering System is designed, located, constructed, installed, owned, operated and maintained in accordance with Prudent Industry Practices in order to measure and record the amount of Solar Energy delivered from the Facility and any Added Facility to the Point of Delivery. Purchaser, may, at its own cost, install additional meters or other such facilities, equipment or devices on Purchaser's side of the Point of Delivery as Purchaser deems necessary or appropriate to monitor the measurements of the Metering System; provided, however, that in all cases Seller will be entitled to base its invoiced amounts solely by reference to its own Metering System.

8.2.2 Seller shall inspect and test all meters at such times as will conform to Prudent Industry Practices, but not less often than every two (2) years. Seller shall be responsible for all costs and expenses incurred in connection with such inspections or tests.

8.2.3 If any seal securing the metering is found broken, if the Metering System fails to register, or if the measurement made by a metering device is found upon testing to vary by more than one percent (1.0%) from the measurement made by the standard meter used in the test, an adjustment shall be made correcting all measurements of energy made by the Metering System during: (i) the actual period when inaccurate measurements were made by the Metering System, if that period can be determined to the mutual satisfaction of the Parties; or (ii) if such actual period cannot be determined to the mutual satisfaction of the Parties, the second half of the period from the date of the last test of the metering System to the date such failure is discovered or such test is made ("Adjustment Period"). If the Parties are unable to agree on the amount of the adjustment to be applied to the Adjustment Period, the amount of the adjustment shall be determined: (A) by correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or (B) if not so ascertainable, by estimating on the basis of deliveries made under similar conditions during the period since the last test. Within thirty (30) Days after the determination of the amount of any adjustment, Purchaser shall pay Seller any additional amounts then due for deliveries of Solar Energy during the Adjustment Period or Purchaser shall be entitled to a credit against any subsequent payments for Solar Energy, as the case may be.

8.2.4 Purchaser and its representatives shall be entitled to be present at any test, inspection, maintenance, adjustments and replacement of any part of the Metering System relating to obligations under this Agreement.

ARTICLE 9: PAYMENT BASED ON AMOUNT OF ENERGY DELIVERED

9.1 Energy. During the applicable Term, Renewal Term, Addendum Term and Addendum Renewal Term of this Agreement, Seller agrees to deliver to the Point of Delivery, and Purchaser agrees to receive at the Point of Delivery and make payments to Seller based upon the

amount of kilowatt-hours (kWh) of Solar Energy from the Facility and any Added Facility to Purchaser as set forth in Appendix A to this Agreement and, in the case of any Added Facility, to any Addendum (the “Contract Energy Price”). The Parties agree that RECs and any other Environmental Attributes associated with the Solar Energy shall be the sole and exclusive property of Purchaser, which said Party may make use of at said Party’s discretion.

9.2 Testing and Test Energy. Seller shall not commence initial deliveries of Solar Energy to the Point of Delivery without the prior written consent of Purchaser, which consent shall not be unreasonably withheld. Purchaser shall make payments to Seller based on Solar Energy produced by Seller during testing and start-up procedures at such times and under conditions acceptable to Purchaser and Seller at the rate set forth in Appendix A. Representatives of Purchaser shall have the right to be present during any such testing. Seller shall provide Purchaser not less than fourteen (14) Days written notice before any testing to establish a Commercial Operation Date.

9.3 Estimated Production. If (i) the Facility or any Added Facility is shut down for more than seven (7) full twenty-four (24) hour Days cumulatively during the Term or Addendum Term because of Purchaser’s actions; or (ii) Purchaser takes some action that significantly reduces the output of the Facility or any Added Facility; or (iii) Purchaser fails to maintain the areas around the Facility Site or any Added Facility Site which failure allows shading of the Facility or any Added Facility, then Seller will reasonably estimate the amount of Solar Energy that would have been delivered to the Point of Delivery during such Facility or Added Facility outage or reduced production periods (“Estimated Production”) and shall consider Estimated Production as actual production, and the invoice for Monthly Energy-Based Payment for Months which include such periods shall include Estimated Production in the determination of kWh delivered to the Point of Delivery and in the calculation of the Monthly Energy-based Payment, and Purchaser agrees to pay such amounts in accordance with the provisions of Article 10. During the first year of the Term, Estimated Production will be based on Seller’s production predictions. After the first year of the Term, Estimated Production will be based on historical production for that Month in the prior year. Purchaser will not be billed for Estimated Production when the Facility or Added Facility is not producing electricity due to Seller’s fault or actions, or if such production outage is due to grid failure or power outages caused by someone other than Purchaser.

9.4 Risk of Loss. The risk of loss of Solar Energy shall pass from Seller to Purchaser at the Point of Delivery.

ARTICLE 10: ENERGY-BASED PAYMENTS

10.1 Monthly Energy-Based Payments.

10.1.1 Purchaser shall pay Seller a Monthly Energy-based Payment in accordance with Appendix A for Solar Energy delivered to the Point of Delivery by Seller during each Month.

10.1.2 Taxes. The Monthly Energy-Based Payment rates set forth in Appendix A do not include sales or other taxes that may be imposed on the receipt and use of Solar Energy at or from the Point of Delivery, and/or on the Monthly Energy-Based Payment. If any such taxes are imposed, the Monthly Energy-Based Payment will be increased to include such taxes, and Purchaser

agrees to pay such increased amounts. The Parties shall cooperate to afford Purchaser the benefit of all tax and other exemptions available under the law.

10.1.3 Purchaser's obligation to pay the Monthly Energy Payment shall commence on the Commercial Operation Date of the Facility, and on the Commercial Operation Date of any Added Facility.

ARTICLE 11: PAYMENT PROCEDURE

11.1 Billing and Payment.

11.1.1 As promptly as practicable after the end of each Month during the Term,, Renewal Term, Addendum Term and Addendum Renewal Term Seller shall provide Purchaser with an invoice stating the Monthly Energy Payment calculated for such Month based upon the meter readings for such Month.

11.1.2 Each Monthly payment shall be due and payable on or before the tenth (10th) Day after Purchaser's receipt of such invoice. If such tenth (10th) Day after receipt is not a Business Day, then payment shall be due on the next succeeding Business Day. Payment of an invoice shall be made on or before the date due in immediately available funds through wire transfer of funds or other means acceptable to the Parties. In the event payment is not made on or before such tenth (10th) Day, then interest shall be added to the overdue payment, from the date such overdue payment was due until such overdue payment together with interest is paid, which interest shall be compounded Monthly at the Interest Rate.

11.2 Billing Disputes and Final Accounting.

11.2.1 The Parties shall each have until the three hundred sixty-fifth (365th) Day after receipt of a Monthly invoice to question or contest the correctness of any charge or credit set forth in such invoice. If no question or contest is raised during such time period, the correctness of all such charges and credits shall be conclusively presumed.

11.2.2 In the event a Party questions or contests the correctness of any invoiced amount, whether a charge or a credit, of any payment claimed by the other Party to be due pursuant to this Agreement, such Party shall provide written notice to the other Party (the "Billing Dispute Notice") that: (a) states the good faith basis for the dispute, (b) specifies the portion of the invoiced amount in dispute, if any, and (c) provides documentation reasonably supporting the determination of the disputed amount.

11.2.3 In the event that a Party, by timely notice in accordance with Sections 8.2.1 and 8.2.2, questions or contests the correctness of any charge or credit, the other Party shall promptly review the questioned charge or credit and shall notify such Party, within twenty (20) Days following receipt by the other Party of the Billing Dispute Notice, of the amount of any error and the amount of any reimbursement, if any, that such Party is entitled to receive with respect to such alleged error (the "Dispute Review Notice"). Reimbursements determined to be due from a Party under this Section 11.2.3 shall be included on the next Monthly invoice and shall include interest from the date the original payment was received until the date such reimbursement together with interest is invoiced, which interest shall be compounded Monthly at the Interest Rate.

11.2.4 In the event a Party disputes the other Party's resolution under Section 11.2.3 of any question or contest by such Party of the correctness of any charge or credit contained in a Monthly invoice, then the Parties shall submit the dispute for resolution in accordance with Article 18.

ARTICLE 12: REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 Seller Representations, Warranties and Covenants. Seller makes the following representations, warranties and covenants as the basis for the benefits and obligations contained in this Agreement:

12.1.1 Seller is a limited liability company, duly organized and validly existing under the laws of the state of Georgia, and has the legal power and authority to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

12.1.2 The execution, delivery and performance by Seller of this Agreement have been duly authorized by all necessary corporate action, and do not and shall not require any consent or approval of any other entity other than that which has been obtained.

12.1.3 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not and shall not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or any partnership agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

12.2 Purchaser Representations, Warranties and Covenants. Purchaser makes the following representations, warranties and covenants as the basis for the benefits and obligations contained in this Agreement:

12.2.1 Purchaser is a political subdivision of the state of Georgia duly organized and validly existing under the laws of the state of Georgia and has the legal power and authority to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

12.2.2 The execution, delivery and performance by Purchaser of this Agreement have been duly authorized by all necessary municipal action, and do not and shall not require any consent or approval of any other entity other than that which has been obtained. Purchaser represents and warrants that it has the requisite power and authority under applicable law to enter into this Agreement and to bind Purchaser and that Purchaser has the requisite power and authority under applicable law to perform its obligations hereunder. Purchaser further represents and warrants that the person signing this Agreement has the requisite power and authority to sign the Agreement and to bind Purchaser.

12.2.3 Purchaser represents and warrants that Purchaser, the Mayor and Commission, and all other representatives have followed all required procedures in entering into this Agreement; specifically, Purchaser warrants that the Agreement was brought before the Commission for approval during a properly scheduled and noticed meeting, in which a quorum was present, and was approved by the Commission on a proper motion by a Commissioner with proper procedures for debate having been followed.

12.2.4 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not and shall not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Legal Requirements, or any partnership agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Purchaser is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

12.3 Survival of Representations, Warranties and Covenants. All representations, warranties and covenants made by Seller and by Purchaser in or under this Agreement shall survive the execution and delivery of this Agreement and any action taken pursuant hereto.

ARTICLE 13: EVENTS OF DEFAULT; REMEDIES

13.1 Default by Seller. Any one or more of the following events shall constitute an Event of Default by Seller and shall give Purchaser the right to exercise the remedies specified in Section 13.3.

13.1.1 Except when attributable to a Force Majeure Event, and pursuant to Section 5.5, Seller fails to achieve Commercial Operation on or before the Required Commercial Operation Date.

13.1.2 Seller fails to pay Purchaser any undisputed amount payable by Seller to Purchaser pursuant to this Agreement for twenty (20) Business Days after the same shall have become due and payable and Seller fails to cure such failure to pay within twenty (20) Days after receipt of written demand therefor from Purchaser.

13.1.3 A court having jurisdiction shall enter: (i) a decree or order for relief in respect of Seller in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law; or (ii) a decree or order, which was sought by an entity other than Seller, adjudicating Seller bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Seller under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of Seller or of any substantial part of its affairs.

13.1.4 Seller shall: (i) commence a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent; (ii) consent to the entry of a decree or order for relief in respect of Seller in any involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any

bankruptcy or insolvency case or proceeding against it; (iii) file any petition, answer or consent seeking reorganization or relief under any applicable federal or state law, which, if granted would have the effect of relieving Seller of any of its obligations; (iv) consent to the filing of any petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of Seller or of any substantial part of its property; or (v) make an assignment for the benefit of creditors.

13.1.5 Any material representation or warranty made by Seller herein or in any certificate delivered to Purchaser pursuant hereto shall prove to be incorrect in any material respect when made, unless Seller shall promptly commence and diligently pursue action to cause such representation or warranty to become true in all material respects and does so within thirty (30) Days after notice thereof has been given to Seller by Purchaser (unless such cure is not capable of being effected within such thirty (30) Day period in which case Seller shall have an additional thirty (30) Day period in which to perform such cure) and such cure removes any material adverse effect on Purchaser of such representation or warranty having been incorrect.

13.1.6 Seller fails to perform or comply with any other material terms and conditions of this Agreement other than those listed in Sections 13.1.1 through 13.1.5 and fails to conform to said term and conditions within thirty (30) Days after a written demand by Purchaser to do so.

13.2 Default by Purchaser. Any one or more of the following events shall constitute an Event of Default by Purchaser and shall give Seller the right to exercise the remedies specified in Section 13.3:

13.2.1 Purchaser fails to pay Seller any undisputed amount payable by Purchaser to Seller pursuant to this Agreement for twenty (20) Business Days after the same shall have become due and payable and Purchaser fails to cure such failure to pay within twenty (20) Days after receipt of written demand therefor from Seller.

13.2.2 A court having jurisdiction shall enter: (i) a decree or order for relief in respect of Purchaser in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law; or (ii) a decree or order adjudicating Purchaser bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Purchaser under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of Purchaser or of any substantial part of its affairs.

13.2.3 Purchaser shall: (i) commence a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or any other case or proceeding to be adjudicated a bankrupt or insolvent; (ii) consent to the entry of a decree or order for relief in respect of Purchaser in any involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it; (iii) file any petition, answer or consent seeking reorganization or relief under any applicable federal or state law, which, if granted would have the effect of relieving Purchaser of any of its obligations; (iv) consent to the filing of any petition or to the appointment of or taking possession by a custodian, receiver, liquidator,

assignee, trustee, sequestrator or similar official of Purchaser or of any substantial part of its property; or (v) make an assignment for the benefit of creditors.

13.2.4 A violation of the requirements of Section 19.1 through an assignment or transfer of this Agreement.

13.2.5 Any material representation or warranty made by Purchaser herein or in any certificate delivered to Seller pursuant hereto shall prove to be incorrect in any material respect when made, unless Purchaser shall promptly commence and diligently pursue action to cause such representation or warranty to become true in all material respects and does so within thirty (30) Days after notice thereof has been given to Purchaser by Seller (unless such cure is not capable of being effected within such thirty (30) Day period in which case Purchaser shall have an additional thirty (30) Day period in which to perform such cure) and such cure removes any material adverse effect on Seller of such representation or warranty having been incorrect.

13.2.6 Purchaser fails to perform or comply with any other material terms and conditions of this Agreement other than those listed in Sections 13.2.1 through 13.2.5 and fails to conform to said terms and conditions within thirty (30) Days after a written demand by Seller to do so.

13.3 Remedies for Events of Default. Upon an Event of Default, the non-defaulting Party (the “Non-Defaulting Party”) shall be entitled to terminate this Agreement by giving written notice thereof to the defaulting Party (the “Defaulting Party”). If Purchaser is the Defaulting Party, Seller shall be entitled to receive from Purchaser the Early Termination Fee equal to the net present value of the remaining Energy-Based Payments at a 5% discount rate.

In addition, in the event Purchaser is the Defaulting Party, Seller shall be entitled to remove the Facility at Purchaser’s sole cost and expense (except for cost to repair damage to the Facility Site due to Seller’s negligence during such removal, which shall be Seller’s sole cost and expense).

13.4 Limitation of Remedies, Liability and Damages. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE, EXCEPT FOR ANY SUCH DAMAGES AWARDED TO A THIRD PARTY IN A CLAIM INDEMNIFIED BY ONE OF THE PARTIES HERETO. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

13.5 Disclaimer of Warranties. THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT SPECIFICALLY SET FORTH IN THE TEXT HEREOF. THE PARTIES HEREBY SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

13.6 Duty to Mitigate. Notwithstanding any other provision of this Agreement, each Party has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

ARTICLE 14: COMPLIANCE WITH LAWS

14.1 Compliance. Seller represents, warrants and covenants that throughout the Term, Renewal Term, Addendum Term and Addendum Renewal Term, Seller shall (i) be in compliance with all Legal Requirements with respect to the design, construction, ownership, operation and maintenance of the Facility and any Added Facility, including all required Consents, and if applicable, the mitigation of environmental impacts, and (ii) pay all costs, expenses, charges and fees in connection therewith.

14.2 Approvals. Seller and Purchaser each agree to use their best efforts to apply for promptly and to pursue diligently any required acceptances or approvals from Governmental Authorities for the consummation of the transactions contemplated by this Agreement or for the giving of effect to the expiration of this Agreement or any termination of this Agreement. This provision is not intended to subject this Agreement to the jurisdiction of any Governmental Authority that does not have such jurisdiction over this Agreement as of the Effective Date.

ARTICLE 15: INDEMNIFICATION

15.1 Scope of Indemnity. Each Party (the "Indemnifying Party") expressly agrees, to the fullest extent of the law, to indemnify, reimburse, hold harmless and defend the other Party and its Affiliates, trustees, agents, officers, directors, employees, members and permitted assigns ("Indemnified Party") against all claims, liability, fines, costs or expenses (on an after-tax basis) imposed by Governmental Authorities or arising from loss, damage or injury to the person or property of third parties in any manner directly or indirectly related to: (i) acts and omissions in connection with the performance, or failure thereof, of obligations or representations and warranties under this Agreement; or (ii) any other activities to the extent that they involve the negligence or willful misconduct of the Indemnifying Party, except to the extent such loss, damage or injury is the result of the negligence or willful misconduct of the Indemnified Party.

15.2 Notice of Proceedings. An Indemnified Party that becomes entitled to indemnification under this Agreement shall promptly notify the other Party of any claim or proceeding in respect of which it is to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party obligated to give such notice becomes aware of such claim or proceeding. Failure to give such notice shall not excuse an indemnification obligation except to the extent failure to provide notice adversely affects the Indemnifying Party's interests. The Indemnifying Party shall assume the defense thereof with counsel designated by the Indemnifying Party; provided, however, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party reasonably concludes that there may be legal defenses available to it that are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the expense of the Indemnifying Party. If the Indemnifying Party fails to assume the defense of a claim, the indemnification of which is required under this Agreement, the Indemnified Party may, at the expense of the Indemnifying Party, contest,

settle, or pay such claim; provided, however, that settlement or full payment of any such claim may be made only with the Indemnifying Party's consent or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement.

ARTICLE 16: INSURANCE

16.1 Insurance Required of Seller. During the Term, each Party shall acquire and maintain at its sole cost and expense, the types and amounts of insurance coverage as are consistent with Prudent Industry Practices but in no event less than the types and amounts described in Appendix B and this Article 16. Each Party may, in its sole discretion, require the other Party to deliver, at any time during the Term, but at least thirty (30) Days after the Execution Date, a certificate of insurance certifying coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the state of Georgia naming the requesting Party as an additional named insured.

16.2 General Liability Insurance. The insurance policy providing such coverage shall provide general liability insurance, including property damage, in the amounts shown in Appendix B, which can be exceeded. The required insurance policy shall be endorsed with a provision requiring the insurance company to notify the other Party at least sixty (60) Days prior to the effective date of any cancellation. Each party agrees to notify the other Party at least sixty (60) Days prior to the effective date of any known material change in the policy.

16.3 No Waiver of Liability. The provisions requiring insurance under this Agreement shall not be construed as a waiver, restriction or limitation of any liability imposed on a Party under this Agreement, whether or not the same is covered by insurance. It is the intent of the Parties, however, that to the extent there is insurance coverage available to cover the legal and contractually assumed liability of a Party, any payments due as a result of such liability shall be made first from the proceeds of such policies.

ARTICLE 17: FORCE MAJEURE

17.1 Definition of Force Majeure Event. For the purposes of this Agreement, a "Force Majeure Event" as to a Party means any occurrence, nonoccurrence or set of circumstances that prevents a Party, in whole or in part, from performing any of its obligations or satisfying any conditions under this Agreement and that is beyond the reasonable control of such Party and is not caused by such Party's negligence, lack of due diligence, or failure to follow Prudent Industry Practices. The term Force Majeure Event shall not include: (i) the inability to meet a Legal Requirement or the change in a Legal Requirement; (ii) a site-specific strike, walkout, lockout or other labor dispute at the Facility; (iii) equipment failure or equipment damage, unless, in the case of the Facility only, such equipment failure or equipment damage results directly from an event that would otherwise constitute a Force Majeure Event hereunder; (iv) changes in market conditions that affect the cost or availability of equipment, materials, supplies or services, including the cost of delivering Solar Energy from alternate resources; (v) failures of Seller's contractors, suppliers or vendors, unless such failures are caused by an event that would otherwise constitute a Force Majeure Event if experienced directly by Seller; or (vi) unavailability or lack of adequate fuel supply; (vii) climatic/seasonal temperature and humidity conditions at the Facility Site.

17.2 No Breach or Liability. Either Party shall be excused from performance of its obligations hereunder, other than payment obligations that accrued prior to the declaration of the Force Majeure Event, and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event.

17.3 Mitigation. Following the occurrence of a Force Majeure Event, the affected Party shall:

(i) give the other Party notice thereof, followed by written notice if the first notice is not written, as promptly as possible after such Party becomes aware of such Force Majeure Event, describing the particulars of such Force Majeure Event; and

(ii) remedy its inability to perform as soon as reasonably practicable; provided, however, that this Section 17.3 shall not require the settlement of any non-site specific strike, walkout, lockout or other general labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest.

17.4 Suspension of Performance. The suspension of performance due to a Force Majeure Event shall be of no greater scope and of no longer duration than is required by such Force Majeure Event. No Force Majeure Event shall extend this Agreement beyond the stated Term.

17.5 Extended Force Majeure Event.

17.5.1 If a Party has reason to believe that a Force Majeure Event, which is preventing the other Party from performing its obligations hereunder, will result in a suspension of such performance for a term of six (6) Months or longer (an “Extended Force Majeure Event”), that Party may terminate this Agreement, without further obligation, or extend such period in its sole discretion. If the Party claiming an excuse under this Section 17 has reason to believe that a Force Majeure Event is an Extended Force Majeure Event, it shall notify the other Party promptly and shall submit a Force Majeure Remedy Plan to the other Party within thirty (30) Days thereafter. The Force Majeure Remedy Plan shall set forth a course of repairs, improvements, changes to operations or other actions that should permit the affected Party to perform its obligations under this Agreement as soon as reasonably practicable.

17.5.2 While a Force Majeure Remedy Plan is in effect, the Party prevented from performing its obligations due to the Extended Force Majeure Event shall provide Monthly status reports to the other Party notifying the other Party of the steps that have been taken to remedy the Extended Force Majeure Event and the expected remaining duration of the Party’s inability to perform its obligations.

17.5.3 The Party not prevented from performing its obligations due to the Extended Force Majeure Event may at any time terminate this Agreement effective upon ten (10) Days prior written notice to the other Party if: (i) the affected Party fails to provide a Force Majeure Remedy Plan as required by this Section 17.5; (ii) the affected Party fails to carry out the Force Majeure Remedy Plan in a method reasonably designed to cause that Party to be able to perform its obligations hereunder; or (iii) the affected Party remains unable to perform its obligations hereunder twelve (12) Months following the initial suspension of performance resulting from the Force

Majeure Event. For the purposes of subsection (iii) of this Section 17.5.3, the twelve (12)-month period need not be continuous if, and only if, each period of suspension of performance comprising the twelve (12)-month period is the result of a common cause such that, if the cause had been cured following the first suspension of performance, the additional suspensions of performance would not have occurred.

17.5.4 Upon termination of this Agreement as provided in Section 17.5, the Parties shall have no further liability or obligation to each other except for any obligation arising prior to the date of such termination.

ARTICLE 18: DISPUTE RESOLUTION

18.1 Dispute Resolution Generally. Except as set forth in Section 11.2, any and all controversies, disputes or claims arising out of, relating to, in connection with or resulting from this Agreement (or any written amendment hereto), including as to its interpretation, performance, non-performance, validity, breach or termination, and including any claim based on contract, tort, regulation, rule, statute or constitution and any claim raising questions of law, whether arising before or after termination of this Agreement (individually “Claim” and collectively “Claims”), shall be resolved under the Federal Arbitration Act by non-binding arbitration following the Expedited Procedures of the Commercial Arbitration Rules (the “Rules”) of the American Arbitration Association (“AAA”) then in effect, including its evidentiary and procedural rules. It is the Parties’ intent that any arbitration, including the selection and qualification of arbitrators, shall be conducted in accordance with the Rules, as amended and supplemented, except where specifically modified by this Agreement, and not by the terms of any state arbitration act or other Legal Requirement.

18.2 Initiation of Dispute Resolution.

18.2.1 Prior to initiating any arbitration hereunder, a Party wishing to make any Claim (“Disputing Party”) shall provide the other Party (“Responding Party”) with a formal, written notice of the dispute for each issue in dispute, a proposed means for resolving each such issue, and support for such position (the “Notice of Dispute”). Within thirty (30) Days after receiving the Notice of Dispute, the Responding Party shall provide the Disputing Party with a written notice of each additional issue (if any) with respect to the dispute raised by the Notice of Dispute, a proposed means for resolving every issue in dispute, and support for such position (the “Dispute Response”).

18.2.2 Within fifteen (15) Days after the submission of the Dispute Response, the Claim shall be submitted to a designated senior representative of Seller and a designated senior representative of Purchaser for resolution. In the event the designated senior representatives are unable to resolve the Claim to the mutual satisfaction of the Parties within thirty (30) Days from the submission to such designated senior representatives, or such other period as the Parties may agree upon, then either Party may provide written notice to the other Party declaring an impasse (the “Impasse Notice”) and initiating non-binding arbitration in accordance with the further provisions of this Article 18.

18.3 Initiation of Arbitration; Selection of Arbitrators.

18.3.1 Arbitration shall be deemed to be initiated when an Impasse Notice is given by the delivering Party to the receiving Party in accordance with the notice provisions of

Section 19.8. The Party initiating arbitration shall nominate one (1) arbitrator at the same time it initiates arbitration. The other Party shall nominate one (1) arbitrator within twenty (20) Days of receiving the Impasse Notice. The two (2) arbitrators (the “Party-Appointed Arbitrators”) shall appoint a third, neutral arbitrator (the “Third Arbitrator”). The Third Arbitrator shall be competent and experienced in matters involving the electric energy business in the United States, with at least ten (10) years of legal, engineering, or business experience in the electric industry, and shall be impartial and independent of either Party and the Party-Appointed Arbitrators. Each Party shall pay for the expenses incurred by its Party Appointed Arbitrator and the costs of the Third Arbitrator shall be divided equally between the Parties.

18.3.2 If the Party-Appointed Arbitrators are unable to agree on the Third Arbitrator within thirty (30) Days from initiation of arbitration, then the Third Arbitrator shall be selected by the AAA with due regard given to the selection criteria above and input from Seller, Purchaser and the Party-Appointed Arbitrators. Parties shall undertake to request the AAA to complete selection of the Third Arbitrator no later than ninety (90) Days from initiation of arbitration. Costs charged by the AAA for this service shall be borne by the Parties equally.

18.3.3 In the event the AAA should fail to select the Third Arbitrator within ninety (90) Days from initiation of arbitration, then either Party may petition a court of competent jurisdiction in Georgia to select the Third Arbitrator. Due regard shall be given to the selection criteria above and input from the Parties and the Party-Appointed Arbitrators.

18.3.4 If prior to the conclusion of the arbitration a Party-Appointed Arbitrator or the Third Arbitrator becomes incapacitated or otherwise unable to serve, then a replacement arbitrator shall be appointed in the manner described above and applicable to the original arbitrator being replaced.

18.4 Discovery, Hearing. Discovery and other pre-hearing procedures shall be conducted as agreed to by the Parties, or if they cannot agree, as determined by a majority of the Party-Appointed Arbitrators and the Third Arbitrator; provided, however, all pre-hearing discovery shall be completed within one hundred eighty (180) Days following selection of the Third Arbitrator. Within fifteen (15) Days after completion of such pre-hearing discovery, each Party shall submit either individually or jointly by overnight delivery to the other Party, the Party-Appointed Arbitrators and the Third Arbitrator a separate precise statement for each issue in dispute, that Party’s proposed means of resolving each issue in dispute, and the factual or legal support for such proposal (the “Proposed Resolutions”). No later than thirty (30) Days after all pre-hearing discovery has been completed, a hearing shall be conducted at which Seller and Purchaser shall each present such evidence and witnesses as they may choose. Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the AAA, as amended and supplemented, except where specifically modified by this Agreement.

18.5 Arbitrator Decisions.

18.5.1 The Party-Appointed Arbitrators and the Third Arbitrator shall consider the terms and conditions of this Agreement, including all relevant evidence and testimony, and shall render their decision within ninety (90) Days following conclusion of the hearing. The Party-Appointed Arbitrators and the Third Arbitrator shall have no authority to award consequential,

special, indirect, treble, exemplary, incidental, or punitive damages of any type under any circumstances regardless of whether such damages may be available under appropriate state law, federal law, the Federal Arbitration Act, or any other applicable law. The Parties hereby waive their right, if any, to recover consequential, special, indirect, treble, exemplary, incidental, and punitive damages with respect to this Agreement.

18.5.2 The decision rendered by a majority of the Party-Appointed Arbitrators and the Third Arbitrator, made in writing, shall be provided to the Parties. In the event the Parties mutually accept such decision, such decision may be filed in a court of competent jurisdiction and may be enforced by Seller or Purchaser as a final judgment in such court. If the Parties do not mutually accept such decision, then either Seller or Purchaser may resort to any remedy, at law or in equity, that may be available therefor.

18.6 Location of Arbitration. All arbitrations shall take place in Fulton County, Georgia.

18.7 Injunctive Relief. Notwithstanding any other provision of this Article 18, the Parties agree that a Party threatened with irreparable harm shall be permitted to seek at any time, in accordance with applicable laws, procedures, and the terms of this Agreement, injunctive relief relating to the performance of this Agreement from a Governmental Authority of appropriate jurisdiction. In addition, either Party may seek to enforce specifically the other Party's payment obligations hereunder, including a right to seek any and all unrecovered damages and expenses and other losses, costs and liabilities (including reasonable attorneys' fees and expenses incurred or suffered by the first Party) as a result of or in connection with any payment default hereunder by the other Party.

18.8 Continued Performance. The Parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved unless and until such obligations are terminated or expire in accordance with the provisions of this Agreement.

ARTICLE 19: MISCELLANEOUS

19.1 Assignment, Transfers and Changes of Control.

19.1.1 Neither Party may assign this Agreement or any portion thereof to any Person without the prior written consent of the other Party, such consent not to be unreasonably delayed or withheld. Notwithstanding the foregoing, Seller shall not be obligated to obtain Purchaser's prior written consent to an assignment of this Agreement in connection with a Change of Control Transaction of Seller. Any proposed assignee of this Agreement shall (i) agree to assume assignor's obligations hereunder, and (ii) deliver to the other Party such assurances regarding its creditworthiness and its ability to perform all obligations of the assignor hereunder, as the other Party may reasonably request, and (iii) cooperate with the other Party to comply with any Legal Requirements that result from such assignment. Any assignment of this Agreement made in compliance with the preceding sentences shall constitute an acceptance and assumption of such obligations by the assignee, a novation of the assignee in place of the assignor with respect to such obligations (and any related interests so transferred), and a release and discharge by the other Party of the assignor from, and an agreement by the other Party not to make any claim for payment, liability, or otherwise against the assignor with respect to, such obligations from and after the

effective date of the assignment; provided, however, either Party may, without the consent of the other Party, assign this Agreement to a lender for collateral security purposes in connection with any financing or the refinancing of the Facility; provided, further, that such collateral assignment shall not place any limitation on the other Party's rights under this Agreement or expand the liability, risks or obligations imposed on the other Party under this Agreement. In connection therewith, each Party agrees to execute a written consent to such collateral assignment should lender request such consent.

19.1.2 General Requirements. Any consent required by Section 19.1.1 shall not be unreasonably withheld, conditioned or delayed; provided, however, that neither Party shall be required to accept any limitation of its rights under this Agreement or expansion of the liability, risks or obligations imposed on it under this Agreement (including changes in accounting treatment). It shall be reasonable for either Party to condition its consent required by Article 16 on the execution of amendments to this Agreement that are reasonably determined by such Party to be necessary to preserve the value and protection afforded to such Party under this Agreement.

19.2 Solar Energy Services. During the term of this Agreement, Purchaser shall advise Seller of Purchaser's desire to receive Solar Energy at locations other than the Facility Site and Seller's opportunity to provide solar generation projects and related services to analyze, design and replace or improve any solar power generation projects through the modification of the relevant solar energy system or the installation of new solar components ("Solar Services"). Purchaser must provide written notice to Seller stating its intent to engage a person to provide one or more of the Solar Services and specify the material terms and conditions, including a fair market value fee to be paid for the Solar Services to be provided. Seller has 20 business Days (the "Notice Period") to respond to such written notice and agree to provide all or a portion of the requested Solar Services. If Seller fails to respond to the notice from Purchaser within the Notice Period it will be deemed to have waived its rights to provide, or arrange for the provision of, the Solar Services. Purchaser may then, during the 90-Day period following the expiration of the Notice Period, engage another person to perform the Solar Services on terms and conditions not more favorable than those specified in the notice provided to Seller. If Purchaser does not engage a third party to perform the Solar Services within such 90-Day period, or if the Solar Services are not commenced within six months from the expiration of the Notice Period, Seller's right to provide said Solar Services will be deemed to be revoked and the provisions of such Solar Services may not be offered to any third party unless first re-offered to Seller.

19.3 No Partnership. Seller and Purchaser do not intend for this Agreement to, and this Agreement shall not, create any joint venture, partnership, association taxable as a corporation, or other entity for the conduct of any business for profit.

19.4 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon any respective successors and permitted assigns of Seller and Purchaser.

19.5 No Third Party Benefit. Nothing in this Agreement shall be construed to create any duty, obligation or liability of either Party to any person or entity not a party to this Agreement.

19.6 Time of Essence; No Waiver. Time is of the essence of this Agreement. Neither Purchaser's nor Seller's failure to enforce any provision or provisions of this Agreement shall in

any way be construed as a waiver of any such provision or provisions as to any future violation thereof, nor prevent it from enforcing each and every other provision of this Agreement at such time or at any time thereafter. The waiver by either Purchaser or Seller of any right or remedy shall not constitute a waiver of its right to assert said right or remedy, at any time thereafter, or any other rights or remedies available to it at the time of or any time after such waiver.

19.7 Amendments. This Agreement may be amended by and only by a written instrument duly executed by both Parties.

19.8 Notice. Any notice, request, consent or other communication permitted or required by this Agreement shall be in writing and shall be deemed given on the Day hand-delivered or electronically delivered to the officer identified below, or the third (3rd) Day after the same is deposited in the United States Mail, first class postage prepaid, and if given to Purchaser shall be addressed to:

and if given to Seller shall be addressed to:

Cherry Street Energy
3414 Peachtree Road, Suite 990
Atlanta, GA 30342
Attention: Michael Chanin

With copies to:

Smith, Gambrell & Russell, LLP
Suite 3100, 1230 Peachtree Street
Atlanta, Georgia 30309
Attention: Stephen E. O'Day, Esq.
soday@sgrlaw.com
Fax: 404-685-6827

unless Purchaser or Seller shall have designated a different officer or address for itself by written notice to the other.

19.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

19.10 Cross-References. All cross-references contained in this Agreement to Sections, are to the Sections of this Agreement, unless otherwise expressly noted.

19.11 Article and Section Headings. The descriptive headings of the various Sections of this Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

19.12 Governing Law: Forum for Disputes. The validity, interpretation and performance of this Agreement, and each of its provisions, shall be governed by the laws of the state of Georgia. The Parties agree that the state and federal courts, as applicable, of the state of Georgia shall have exclusive jurisdiction for the resolution of disputes under this Agreement.

19.13 Confidentiality.

19.13.1 The Parties acknowledge that portions of this Agreement contain Confidential Information and may require the Parties to disclose additional Confidential Information to one another. Each Party agrees that during the Term hereof and for a period of five (5) years after the expiration of the Term, it shall not, without the written consent of the other Party or as otherwise provided herein, disclose to any third party (other than to Affiliates of the disclosing Party or consultants and advisors to such Affiliates and the disclosing Party who need to know such information in connection with the performance of their duties or services for such Affiliates or the disclosing Party), such portions of this Agreement, or the terms or provisions hereof, or any additional Confidential Information disclosed pursuant to such Party's performance of this Agreement and identified as Confidential Information at the time of such disclosure, except to the extent that disclosure to a third party is required by Legal Requirements.

19.13.2 The terms of this Section 19.13 shall survive the termination or expiration of this Agreement.

19.14 Liability. Neither Party shall be responsible for the other Party's performance, non-performance or delay in performance under this Agreement.

19.15 Entire Agreement. This Agreement (including the attached Appendices A through G, inclusive) constitutes the entire understanding between the Parties and supersedes any previous agreements between the Parties. The Parties have entered into this Agreement in reliance upon the representations and mutual undertakings contained herein and not in reliance upon any oral or written representations or information provided by one Party to the other Party not contained or incorporated herein.

19.16 Severability. In the event any term or provision of this Agreement or the application thereof to any person, entity, or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[The next page is the signature page]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

SELLER:

By: _____

Date: _____

PURCHASER

[City of South Fulton]

By: _____

Date: _____

APPENDIX A

MONTHLY ENERGY-BASED PAYMENT CALCULATION

the Monthly Energy-based Payment (“MEP”) shall be calculated as follows:

$$\text{MEP} = \text{CEP} * \text{MDE}$$

Where:

CEP = the Contract Energy Price for each Annual Period shall be nine cents (\$0.09) per kWh in the first Annual Period, increased for each Annual Period thereafter by multiplying the Contract Energy Price for the previous Annual Period by 1.015 per year

For the avoidance of doubt, the Total Utility Rate includes all surcharges and fees charged to the Purchaser by the utility.

MDE = the Monthly Delivered Energy is the amount of Solar Energy, in kWh, delivered by Seller from the Facility to Purchaser at the Point of Delivery during any given Month pursuant to this Agreement.

APPENDIX B

INSURANCE REQUIREMENTS

1. Commercial general liability insurance in an “occurrence” form or an AEGIS “claims first made” form or equivalent with bodily injury and property damage combined liability limits of not less than one (1) million dollars per occurrence and which shall include specific coverage for broad form contractual liability including Seller’s indemnification obligations under this Agreement and a separation of insured provision. All such policies shall provide coverage on an “occurrence” basis; provided, however, that coverage may be provided on a “claims made” basis with the provision of a minimum extended reporting period of five (5) years from the termination of this Agreement. The coverage requirements can be met through any combination of primary insurance and following form excess or umbrella insurance as long as the combined limits meet requirements of this Agreement.
2. All risk property insurance providing coverage for the full replacement value of the Facility, subject to industry standard sublimits. Each Party and its insurers waive any rights of subrogation or recovery of any kind against the other Party.

APPENDIX C
FACILITY SITES

The Facilities are:

Sandtown Park – 5320 Campbellton Road SW

Welcome All Park – 4255 Will Lee Road

Attachment 1 to Appendix C
Legal Description of Facility Site

APPENDIX D

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the one-time lump sum payment of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned, _____ (“Grantor”), its successors and assigns hereby grants, bargains and conveys to _____ (“Grantee”), its employees, independent contractors, successors or assigns, a temporary construction easement over and upon the real property depicted on Exhibit “A” attached hereto (“Easement Area”).

The purpose of this easement is to permit Grantee to construct the Facility. The easement includes the right of ingress and egress over Grantor’s property adjacent to the Easement Area as reasonably necessary to access the Easement Area.

Said easement shall be temporary in nature and duration, and shall expire the earlier of two (2) years after the completion of the Facility or four (4) years from the date of this easement. Grantor agrees that during the duration of this easement, no act or omission will be committed that will preclude Grantee from the uses permitted herein. Grantee agrees to keep the Easement Area in good order and free of trash and debris. Upon expiration of this easement, Grantee shall remove its personal property other than property used in the Facility from the Easement Area and restore same (including points of access) to the condition received other than as occupied by the Facility, reasonable wear and tear excepted.

All capitalized terms in this Temporary Construction Easement shall have the meaning assigned in the Solar Energy Procurement Agreement between Grantor and Grantee dated _____.

This Agreement is binding on the grantees, heirs, personal representatives, successors and assigns of the Grantor and Grantee.

*[Remainder of page left blank intentionally
Signature pages to follow]*

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by their duly authorized representatives **this ___ day of _____, 2016.**

GRANTEE:

[SELLER]

By: _____

Date: _____

GRANTOR:

[PURCHASER]

By: _____

Date: _____

APPENDIX E

ACCESS, OPERATIONS AND UTILITY EASEMENT AGREEMENT

This Access, Operations and Utility Easement Agreement (“Agreement”) is made on _____, by and between _____ (“Grantor”) and _____ (“Grantee”).

RECITALS:

WHEREAS, Grantor is the owner of certain property located at _____ legally described and depicted on Exhibit “A” (“Property”) attached to and made a part of this Agreement; and

WHEREAS, Grantee desires to locate a solar installation at the Facility Site on the Property depicted on Exhibit “A”.

WHEREAS, Grantor and Grantee entered into a Solar Energy Procurement Agreement dated on or about _____ (“SEPA”); and

WHEREAS, Grantee requires access and utilities over, under and across Grantor property (depicted as “Facility Site” on Exhibit “A”) for designing, installing, inspecting, operating, maintaining, repairing, and removing the Facility on the Property, performing the Operations as defined in the SEPA, or for otherwise achieving all the purposes set forth in the SEPA; and

WHEREAS, Grantee has requested Grantor grant an Access, Operations and Utility Easement (“Easement”) to use Grantor’s access road and to install, operate and maintain the Facility on Grantor’s property (the “Easement Area”).

NOW, THEREFORE, for and in consideration of the covenants contained herein and other valuable consideration, the parties agree as follows:

1. Grant of Easement

Grantor grants, bargains and conveys to Grantee, subject to the terms and conditions set forth below, an Access, Operations and Utility Easement for Grantee, its employees, independent contractors and agents for the purposes of ingress and egress and for constructing, maintaining, operating and repairing utility lines, cables and conduits to and from the Facility, and for Grantee to perform installation and maintenance activities associated with the use of the Facility and for designing, installing, inspecting, operating, maintaining, repairing, and removing the Facility on the Facility Site, or for otherwise achieving all the purposes set forth in the SEPA at the Facility.

2. Consideration

Grantee shall pay Grantor the sum of Ten Dollars (\$10.00), due and payable within ten (10) business days following execution of this Agreement.

3. Term

The term of this Easement shall commence when it is signed by Grantor and Grantee and shall continue for the duration of the SEPA, including any renewals thereof, and shall without any further action on the part of Grantee or Grantor, terminate immediately upon the termination of the Lease.

4. Default

Upon Grantees' default hereunder, Grantor may deliver to Grantee a written notice of default, stating with specificity the nature of Grantees' default. If Grantee has not cured the default within a reasonable time (but not less than 30 days for a monetary default and 60 days for a non-monetary default) after receipt of the notice of default, Grantor may, subject to Section 12.1.5(a) of the Lease, terminate this Agreement effective immediately upon receipt by Grantee of Grantor's written notice of termination.

5. Assignment

This Agreement may be assigned by Grantee to any lender or affiliate of Grantee without the prior consent of Grantor. Any other assignment of this Agreement may be made only upon written consent of the other Party, such consent not to be unreasonably withheld.

6. Amendment

This Agreement may be modified or amended in whole or in part only by a written instrument executed by Grantor and Grantee.

7. Entire Agreement

This Agreement and the exhibits to this Agreement contain all the representations and the entire Agreement between Grantor and Grantee. Any prior correspondence, memoranda or agreement are superseded in total by this Agreement.

8. Miscellaneous

8.1 Choice of Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Georgia.

8.2 Severability. The invalidity, in whole or in part, of any term of this Agreement does not affect the validity of the remainder of the Agreement. A court shall enforce all provisions of the Agreement, which are not invalid.

8.3 Memorandum of Lease A Memorandum of Lease with Easements shall be filed in substantially the form contained in Exhibit "B" attached hereto shall be recorded in the

records of the Clerk of the Superior Court of _____ County.

*[Remainder of page left blank intentionally
Signature pages to follow]*

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

GRANTEE:

[SELLER]

By: _____

Date: _____

GRANTOR

[PURCHASER]

By: _____

Date: _____

Approved:

Exhibit A

Exhibit B

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this “Memorandum”) made effective as of _____, ____ by and between _____, a _____ organized and existing under the laws of the State of Georgia, (hereinafter referred to as “Landlord”) and _____, a limited liability company organized and existing under the laws of the State of Georgia (hereinafter referred to as “Tenant”);

W I T N E S S E T H:

In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

Premises. Subject to the terms and conditions of that certain Lease Agreement by and between the parties hereto dated and effective _____, ____ (the “Lease”), all of which terms and conditions are incorporated herein by reference, Landlord has leased and by these presents does hereby lease to Tenant and Tenant has leased and by these presents does hereby lease from Landlord that certain property described on Exhibit “A” attached hereto (hereinafter, together with the rights and benefits appurtenant thereto and described herein, collectively referred to as the “Premises”).

Term. The term of the Lease shall commence _____, ____ and terminate as of the date twenty (20) years after the Commercial Operation Date as defined in the Lease, subject however, to Tenant’s rights to renew the term thereof for up to twenty (20) additional years pursuant to renewal options contained in the Lease.

Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Memorandum as if set out in full herein. Nothing contained herein is intended to or does change or modify any of the terms or provisions of the Lease, or the rights, duties, obligations, conditions and agreements created thereby, all of which remain in full force and effect. In the event of any conflict or inconsistency between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

Miscellaneous. This Memorandum is to be construed in accordance with and to be governed by the laws of the State of Georgia. All capitalized terms used herein shall have the same meaning designated for such terms as in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed under seal, as of the date first above written.

Signed, sealed and delivered in the presence of:

LANDLORD

By: _____
Its: _____

Unofficial Witness

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

TENANT

Signed, sealed and delivered in the presence of:

By: _____,
Its: _____

Unofficial Witness

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT "A"
(Description of Premises)

APPENDIX F

SOLAR ACCESS EASEMENT

THIS SOLAR ACCESS EASEMENT AGREEMENT (“Solar Access Agreement”) is made and entered into as of [REDACTED] (“Effective Date”), by and between _____ (“Grantor”), and _____ (“Grantee”).

WHEREAS, the Grantor supports and encourages the development of solar power as an energy source; and

WHEREAS, the Grantor and Grantee are parties to a certain Solar Energy Procurement Agreement dated [REDACTED] (the “SEPA”); and

WHEREAS, the Grantee wishes to develop the Facility identified in Appendix C to the SEPA and included herein by reference; and

WHEREAS, the successful generation of solar energy is dependent upon sufficient access to direct sunlight and insolation of the Facility; and

WHEREAS, in recognition of the economic and environmental benefits of solar energy use, the Grantor and Grantee desire to provide for the preservation of solar access and insolation of the Facility; and

WHEREAS, to accomplish the preservation of solar access and insolation of the Facility, the Grantor and Grantee desire to impose a limited easement on the Grantor’s property, identified in Exhibit A (“Shade Restricted Property”) and included herein by reference, that provides solar access and insolation protection upon the ownership, use, and occupation of the Facility as described in this Solar Access Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to this Solar Access Agreement as follows:

1. Definitions

A. Structure: Any new building, addition to an existing building or any other object or structure that may obstruct sunlight.

B. Restricted Vegetation: A tree or other vegetation which generally tends to block a high level of the sun's rays, whether existing or not at the effective date of this Solar Access Agreement.

C. Solar Height Restriction: A distance as measured from the closest portion of the Facility to the closest portion of the Structure and/or Restricted Vegetation as applicable, divided by three (3).

2. Grant of Easement. The Grantor grants, bargains and conveys to Grantee and its assigns, the right to unobstructed solar access and insolation in accordance with this Solar Access Agreement. For the term of this Solar Access Easement the Grantor shall not build, install, or otherwise allow a structure to be built or installed or allow Restricted Vegetation on the Shade Restricted Property identified in Exhibit A that would cast shade at the Facility as provided under this Solar Access Agreement.

3. Solar Access Requirements

A. No Structure shall be allowed within the Shade Restricted Lots which exceeds the Solar Height Restriction. For example, a Structure to be built ninety (90) feet from the Facility would have a maximum allowable height of thirty (30) feet.

B. No Restricted Vegetation shall be allowed within the Shade Restricted Property which exceeds the Solar Height Restriction. For example, any Restricted Vegetation planted ninety (90) feet from the Facility would have to be maintained at a maximum height of thirty (30) feet.

C. Trees that exist at the time this Solar Access Agreement is executed shall be made to conform no later than the Effective Date of this Solar Access Agreement.

D. Each separate Structure and item of Restricted Vegetation shall have its solar setback individually calculated.

4. Term of Solar Access Agreement. This Solar Access Agreement shall be in effect for the duration of the SEPA and all renewals thereof.

5. Invalidity and Force Majeure. The parties hereto agree that if any part, term, portion, or provision of this Solar Access Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Solar Access Agreement did not contain the invalidity.

The failure of performance of the construction obligations and conditions on behalf of Grantor pursuant to this Solar Access Agreement resulting from acts of God, war, act or incidence of terrorism, civil insurrection or riot shall not be a breach or an event of default of Grantor pursuant to this Solar Access Agreement.

6. Complete Agreement. The parties agree that this writing is the complete Agreement between the parties, and that there are no promises, representations or understandings not expressly set forth herein. This Solar Access Agreement can only be modified in a writing, signed by both parties.

7. Binding Effect. Except as specifically stated herein, the parties agree that the easements, conditions and restrictions of this Solar Access Agreement shall run with and be binding upon the Shade Restricted Property and shall inure to the benefit of, and be enforceable by, the Grantee and its successors and assigns, for the term of this Solar Access Agreement and be binding upon the Grantor and its, successors and assigns.

8. Acceptance by Future Owners. Upon the acceptance of any deed or other conveyance transferring any interest in a Shade Restricted Property to any third party (“Future Owner”), the grantee of such deed or conveyance shall be deemed to agree that:

A. Future Owner reads and understands this Solar Access Agreement, and agrees to abide and be bound by each of this easement and any covenants and restrictions set forth herein and all default and enforcement rights provided herein;

B. Such Future Owner shall promote compliance with this easement; and

C. This easement is reasonable in all respects and is and shall remain fully enforceable as stated herein and notwithstanding any less restrictive or inconsistent provision of any otherwise applicable federal, state or local law, rule, regulation or ordinance.

9. Violation of Solar Height Restriction. If Grantee determines that this Solar Access Agreement is being and/or has been violated or that a violation is threatened or imminent then the provisions of this Section will apply:

A. Grantee must notify the Grantor and/or Future Owner of the violation. Grantee’s notice may include its recommendations of measures to be taken by the Grantor or Future Owner to cure the violation and restore features of the Shade Restricted Lot to conform with the Solar Height Restriction.

B. The Grantor’s or Future Owner’s cure period expires thirty (30) days after the date of Grantee’s notice to the City and/or Future Owner subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:

(i) The Grantor or Future Owner cease the activity constituting the violation promptly upon receipt of Grantee’s notice;

(ii) The Grantor or Future Owner and Grantee agree, within the initial thirty (30) day period, upon the measures the Grantor or Future Owner will take to cure the violation;

(iii) The Grantor or Future Owner commence to cure within the initial thirty (30) day period; and

(iv) The Grantor or Future Owner continue thereafter to use best efforts and due diligence to complete the agreed upon cure.

C. Imminent Harm. No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm, including without limitation economic harm, to the Solar Farm due to an alteration to any feature which violates the Solar Height Restriction of a Shade Restricted Property.

10. Remedies. Upon expiration of the cure period (if any) described in the preceding Section, Grantee may, in addition to other remedies available at law or in equity, compel the Grantor or Future Owner to restore a Shade Restricted Property into compliance with the Solar Height Restrictions by exercising any one or more of the following remedies:

A. Injunctive Relief. Seek injunctive relief to specifically enforce the terms of this Solar Access Agreement; to restrain present or future violations of this Solar Access Agreement; and/or to compel restoration of any violated Solar Height Restriction.

B. Civil Action. Recover from the Grantor or Future Owner all sums owing to Grantee under applicable provisions of the SEPA together with interest thereon from the date due. These monetary obligations include, among others, economic losses and litigation expenses.

C. Self-Help. Enter the applicable Shade Restricted Property to prevent, mitigate further damage and/ or restore the Solar Height Restriction to the Shade Restricted Property in violation of this Solar Access Agreement at the sole cost and expense of the Grantor or Future Owner as applicable, which shall include without limitation demolition of any structure constructed in violation of the Solar Access Agreement and removal of Restricted Vegetation allowed to grow in violation of the Solar Access Agreement.

11. Choice of Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Georgia.

12. Notices. Any notices required herein shall be sent in the U.S. Mail, either registered or certified, return receipt requested, to the parties at the following addresses and shall be deemed given three days after sent:

In the case of the Grantor to:

In the case of the Grantee to:

Cherry Street Energy
3414 Peachtree Road, Suite 990
Atlanta, GA 30342
Attention: Michael Chanin

With copies to:

Smith, Gambrell & Russell, LLP
Suite 3100, 1230 Peachtree Street
Atlanta, Georgia 30309
Attention: Stephen E. O'Day, Esq.
soday@sgrlaw.com
Fax: 404-685-6827

IN WITNESS WHEREOF, the parties have executed this Solar Access Agreement the day and year first above written.

*[Remainder of page left blank intentionally
Signature pages to follow]*

GRANTEE:

[SELLER]

By: _____

Date: _____

GRANTOR

[PURCHASER]

By: _____

Date: _____

Exhibit A

APPENDIX G
LIENS AND ENCUMBRANCES

SGR/21695329.1

Appendix H

Addendum

This Addendum to that certain Master Solar Energy Procurement Agreement dated _____ by and between _____ and _____, the terms and conditions of which are explicitly adopted and agreed to for the Added Facility identified herein, is entered into this ___ day of _____, _____, (“Effective Date”) by and between _____, a limited liability company organized and existing under the laws of the state of Georgia (“Seller”), and _____, a _____ organized and existing under the laws of the state of Georgia (“Purchaser”).

The Added Facility and Added Facility Site are set forth in Appendix C hereto.

The Monthly Energy-Based Payments are set forth in Appendix A hereto.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Addendum to be executed by their duly authorized representatives on the day and year first above written.

SELLER:

[SELLER]

By: _____

Date: _____

PURCHASER

[PURCHASER]

By: _____

Date: _____

APPENDIX A

MONTHLY ENERGY-BASED PAYMENT CALCULATION

the Monthly Energy-based Payment (“MEP”) shall be calculated as follows:

$$\text{MEP} = \text{CEP} * \text{MDE}$$

Where:

CEP = the Contract Energy Price for each Annual Period shall be _____ per kWh in the first Annual Period, increased for each Annual Period thereafter by multiplying the Contract Energy Price for the previous Annual Period by an amount not to be less than zero and notwithstanding the foregoing _____ per year

MDE = the Monthly Delivered Energy is the amount of Solar Energy, in kWh, delivered by Seller from the Facility to Purchaser at the Point of Delivery during any given Month pursuant to this Agreement.

APPENDIX B

INSURANCE REQUIREMENTS

1. Commercial general liability insurance in an “occurrence” form or an AEGIS “claims first made” form or equivalent with bodily injury and property damage combined liability limits of not less than one (1) million dollars per occurrence and which shall include specific coverage for broad form contractual liability including Seller’s indemnification obligations under this Agreement and a separation of insured provision. All such policies shall provide coverage on an “occurrence” basis; provided, however, that coverage may be provided on a “claims made” basis with the provision of a minimum extended reporting period of five (5) years from the termination of this Agreement. The coverage requirements can be met through any combination of primary insurance and following form excess or umbrella insurance as long as the combined limits meet requirements of this Agreement.
2. All risk property insurance providing coverage for the full replacement value of the Facility, subject to industry standard sublimits. Each Party and its insurers waive any rights of subrogation or recovery of any kind against the other Party.

APPENDIX C

ADDED FACILITY SITE

The Added Facility is _____, estimated to produce
____ kW AC of electric energy.

The Added Facility Site shall be defined as:

A legal description of the Added Facility Site is attached hereto as Attachment 1.

Attachment 1 to Appendix C
Legal Description of Added Facility Site

APPENDIX D
TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the one-time lump sum payment of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned, _____ (“Grantor”), its successors and assigns hereby grants, bargains and conveys to _____ (“Grantee”), its employees, independent contractors, successors or assigns, a temporary construction easement over and upon the real property depicted on Exhibit “A” attached hereto (“Easement Area”).

The purpose of this easement is to permit Grantee to construct the Added Facility. The easement includes the right of ingress and egress over Grantor’s property adjacent to the Easement Area as reasonably necessary to access the Easement Area.

Said easement shall be temporary in nature and duration, and shall expire the earlier of two (2) years after the completion of the Added Facility or four (4) years from the date of this easement. Grantor agrees that during the duration of this easement, no act or omission will be committed that will preclude Grantee from the uses permitted herein. Grantee agrees to keep the Easement Area in good order and free of trash and debris. Upon expiration of this easement, Grantee shall remove its personal property other than property used in the Added Facility from the Easement Area and restore same (including points of access) to the condition received other than as occupied by the Added Facility, reasonable wear and tear excepted.

All capitalized terms in this Temporary Construction Easement shall have the meaning assigned in the Solar Energy Procurement Agreement between Grantor and Grantee dated

_____.
This Agreement is binding on the grantees, heirs, personal representatives, successors and assigns of the Grantor and Grantee.

*[Remainder of page left blank intentionally
Signature pages to follow]*

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by their duly authorized representatives this ___ day of _____, 2016.

GRANTEE:

By: _____

Date: _____

GRANTOR:

By: _____

Date: _____

APPENDIX E

ACCESS, OPERATIONS AND UTILITY EASEMENT AGREEMENT

This Access, Operations and Utility Easement Agreement (“Agreement”) is made on _____, by and between _____ (“Grantor”) and _____ (“Grantee”).

R E C I T A L S:

WHEREAS, Grantor is the owner of certain property located at _____ legally described and depicted on Exhibit “A” (“Property”) attached to and made a part of this Agreement; and

WHEREAS, Grantee desires to locate a solar installation at the Added Facility Site on the Property depicted on Exhibit “A”.

WHEREAS, Grantor and Grantee entered into a Solar Energy Procurement Agreement dated on or about _____ (“SEPA”); and

WHEREAS, Grantee requires access and utilities over, under and across Grantor property (depicted as “_____” on Exhibit “A”) for designing, installing, inspecting, operating, maintaining, repairing, and removing the Added Facility on the Property, performing the Operations as defined in the SEPA, or for otherwise achieving all the purposes set forth in the SEPA; and

WHEREAS, Grantee has requested Grantor grant an Access, Operations and Utility Easement (“Easement”) to use Grantor’s access road and to install, operate and maintain the Added Facility on Grantor’s property (the “Easement Area”).

NOW, THEREFORE, for and in consideration of the covenants contained herein and other valuable consideration, the parties agree as follows:

1. Grant of Easement

Grantor grants, bargains and conveys to Grantee, subject to the terms and conditions set forth below, an Access, Operations and Utility Easement for Grantee, its employees, independent contractors and agents for the purposes of ingress and egress and for constructing, maintaining, operating and repairing utility lines, cables and conduits to and from the Added Facility, and for Grantee to perform installation and maintenance activities associated with the use of the Added Facility and for designing, installing, inspecting, operating, maintaining, repairing, and removing the Added Facility on the Added Facility Site, or for otherwise achieving all the purposes set forth in the SEPA at the Added Facility.

2. Consideration

Grantee shall pay Grantor the sum of Ten Dollars (\$10.00), due and payable within ten (10) business days following execution of this Agreement.

3. Term

The term of this Easement shall commence when it is signed by Grantor and Grantee and shall continue for the duration of the SEPA, including any renewals thereof, and shall without any further action on the part of Grantee or Grantor, terminate immediately upon the termination of the Lease.

4. Default

Upon Grantees’ default hereunder, Grantor may deliver to Grantee a written notice of default, stating with specificity the nature of Grantees’ default. If Grantee has not cured the default within a reasonable time (but not less than 30 days for a monetary default and 60 days for a non-monetary default) after receipt of the notice of default, Grantor may, subject to Section 12.1.5(a)

of the Lease, terminate this Agreement effective immediately upon receipt by Grantee of Grantor's written notice of termination.

5. Assignment

This Agreement may be assigned by Grantee to any lender or affiliate of Grantee without the prior consent of Grantor. Any other assignment of this Agreement may be made only upon written consent of the other Party, such consent not to be unreasonably withheld.

6. Amendment

This Agreement may be modified or amended in whole or in part only by a written instrument executed by Grantor and Grantee.

7. Entire Agreement

This Agreement and the exhibits to this Agreement contain all the representations and the entire Agreement between Grantor and Grantee. Any prior correspondence, memoranda or agreement are superseded in total by this Agreement.

8. Miscellaneous

8.1 Choice of Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Georgia.

8.2 Severability. The invalidity, in whole or in part, of any term of this Agreement does not affect the validity of the remainder of the Agreement. A court shall enforce all provisions of the Agreement, which are not invalid.

8.3 Memorandum of Lease A Memorandum of Lease with Easements shall be filed in substantially the form contained in Exhibit "B" attached hereto shall be recorded in the records of the Clerk of the Superior Court of _____ County.

[Remainder of page left blank intentionally

Signature pages to follow]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

GRANTEE:

[SELLER]

By: _____

Date: _____

GRANTOR

[PURCHASER]

By: _____

Date: _____

Exhibit A

Exhibit B

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this “Memorandum”) made effective as of _____, ____ by and between _____, a _____, (hereinafter referred to as “Landlord”) and _____, a _____ (hereinafter referred to as “Tenant”);

W I T N E S S E T H:

In consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

Premises. Subject to the terms and conditions of that certain Lease Agreement by and between the parties hereto dated and effective _____, ____ (the “Lease”), all of which terms and conditions are incorporated herein by reference, Landlord has leased and by these presents does hereby lease to Tenant and Tenant has leased and by these presents does hereby lease from Landlord that certain property described on Exhibit “A” attached hereto (hereinafter, together with the rights and benefits appurtenant thereto and described herein, collectively referred to as the “Premises”).

Term. The term of the Lease shall commence _____, ____ and terminate as of the date twenty (20) years after the Commercial Operation Date, as defined in the Lease, subject however, to Tenant’s rights to renew the term thereof for up to twenty (20) additional years pursuant to renewal options contained in the Lease.

Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Memorandum as if set out in full herein. Nothing contained herein is intended to or does change or modify any of the terms or provisions of the Lease, or the rights, duties, obligations, conditions and agreements created thereby, all of which remain in full force and effect. In the event of any conflict or inconsistency between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

Miscellaneous. This Memorandum is to be construed in accordance with and to be governed by the laws of the State of Georgia. All capitalized terms used herein shall have the same meaning designated for such terms as in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed under seal, as of the date first above written.

Signed, sealed and delivered in the presence
of:

Unofficial Witness

Notary Public

My Commission Expires: ____

[NOTARY SEAL]

LANDLORD:

By: _____

Date: _____

Signed, sealed and delivered in the presence
of:

Unofficial Witness

Notary Public

My Commission Expires: ____

[NOTARY SEAL]

TENANT

By: _____,

Its: _____

EXHIBIT “A”
(Description of Premises)

APPENDIX F

SOLAR ACCESS EASEMENT

THIS SOLAR ACCESS EASEMENT AGREEMENT (“Solar Access Agreement”) is made and entered into as of _____ (“Effective Date”), by and between _____ (“Grantor”), and _____ (“Grantee”).

WHEREAS, the Grantor supports and encourages the development of solar power as an energy source; and

WHEREAS, the Grantor and Grantee are parties to a certain Solar Energy Procurement Agreement dated _____ (the “SEPA”); and

WHEREAS, the Grantee wishes to develop the Added Facility identified in Appendix C to the SEPA and included herein by reference; and

WHEREAS, the successful generation of solar energy is dependent upon sufficient access to direct sunlight and insolation of the Added Facility; and

WHEREAS, in recognition of the economic and environmental benefits of solar energy use, the Grantor and Grantee desire to provide for the preservation of solar access and insolation of the Added Facility; and

WHEREAS, to accomplish the preservation of solar access and insolation of the Added Facility, the Grantor and Grantee desire to impose a limited easement on the Grantor’s property, identified in Exhibit A (“Shade Restricted Property”) and included herein by reference, that provides solar access and insolation protection upon the ownership, use, and occupation of the Added Facility as described in this Solar Access Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to this Solar Access Agreement as follows:

1. Definitions

A. Structure: Any new building, addition to an existing building or any other object or structure that may obstruct sunlight.

B. Restricted Vegetation: A tree or other vegetation which generally tends to block a high level of the sun's rays, whether existing or not at the effective date of this Solar Access Agreement.

C. Solar Height Restriction: A distance as measured from the closest portion of the Added Facility to the closest portion of the Structure and/or Restricted Vegetation as applicable, divided by three (3).

2. Grant of Easement. The Grantor grants, bargains and conveys to Grantee and its assigns, the right to unobstructed solar access and insolation in accordance with this Solar Access Agreement. For the term of this Solar Access Easement the Grantor shall not build, install, or otherwise allow a structure to be built or installed or allow Restricted Vegetation on the Shade Restricted Property identified in Exhibit A that would cast shade at the Added Facility as provided under this Solar Access Agreement.

3. Solar Access Requirements

A. No Structure shall be allowed within the Shade Restricted Lots which exceeds the Solar Height Restriction. For example, a Structure to be built ninety (90) feet from the Added Facility would have a maximum allowable height of thirty (30) feet.

B. No Restricted Vegetation shall be allowed within the Shade Restricted Property which exceeds the Solar Height Restriction. For example, any Restricted Vegetation planted

ninety (90) feet from the Added Facility would have to be maintained at a maximum height of thirty (30) feet.

C. Trees that exist at the time this Solar Access Agreement is executed shall be made to conform no later than the Effective Date of this Solar Access Agreement.

D. Each separate Structure and item of Restricted Vegetation shall have its solar setback individually calculated.

4. Term of Solar Access Agreement. This Solar Access Agreement shall be in effect for the duration of the SEPA and all renewals thereof.

5. Invalidity and Force Majeure. The parties hereto agree that if any part, term, portion, or provision of this Solar Access Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Solar Access Agreement did not contain the invalidity.

The failure of performance of the construction obligations and conditions on behalf of Grantor pursuant to this Solar Access Agreement resulting from acts of God, war, act or incidence of terrorism, civil insurrection or riot shall not be a breach or an event of default of Grantor pursuant to this Solar Access Agreement.

6. Complete Agreement. The parties agree that this writing is the complete Agreement between the parties, and that there are no promises, representations or understandings not expressly set forth herein. This Solar Access Agreement can only be modified in a writing, signed by both parties.

7. Binding Effect. Except as specifically stated herein, the parties agree that the easements, conditions and restrictions of this Solar Access Agreement shall run with and be binding upon the Shade Restricted Property and shall inure to the benefit of, and be enforceable by, the Grantee and its successors and assigns, for the term of this Solar Access Agreement and be binding upon the Grantor and its, successors and assigns.

8. Acceptance by Future Owners. Upon the acceptance of any deed or other conveyance transferring any interest in a Shade Restricted Property to any third party ("Future Owner"), the grantee of such deed or conveyance shall be deemed to agree that:

A. Future Owner reads and understands this Solar Access Agreement, and agrees to abide and be bound by each of this easement and any covenants and restrictions set forth herein and all default and enforcement rights provided herein;

B. Such Future Owner shall promote compliance with this easement; and

C. This easement is reasonable in all respects and is and shall remain fully enforceable as stated herein and notwithstanding any less restrictive or inconsistent provision of any otherwise applicable federal, state or local law, rule, regulation or ordinance.

9. Violation of Solar Height Restriction. If Grantee determines that this Solar Access Agreement is being and/or has been violated or that a violation is threatened or imminent then the provisions of this Section will apply:

A. Grantee must notify the Grantor and/or Future Owner of the violation. Grantee's notice may include its recommendations of measures to be taken by the Grantor or Future Owner to cure the violation and restore features of the Shade Restricted Lot to conform with the Solar Height Restriction.

B. The Grantor's or Future Owner's cure period expires thirty (30) days after the date of Grantee's notice to the City and/or Future Owner subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:

- (i) The Grantor or Future Owner cease the activity constituting the violation promptly upon receipt of Grantee's notice;
- (ii) The Grantor or Future Owner and Grantee agree, within the initial thirty (30) day period, upon the measures the Grantor or Future Owner will take to cure the violation;
- (iii) The Grantor or Future Owner commence to cure within the initial thirty (30) day period; and
- (iv) The Grantor or Future Owner continue thereafter to use best efforts and due diligence to complete the agreed upon cure.

C. Imminent Harm. No notice or cure period is required if circumstances require prompt action to prevent or mitigate irreparable harm, including without limitation economic harm, to the Solar Farm due to an alteration to any feature which violates the Solar Height Restriction of a Shade Restricted Property.

10. Remedies. Upon expiration of the cure period (if any) described in the preceding Section, Grantee may, in addition to other remedies available at law or in equity, compel the Grantor or Future Owner to restore a Shade Restricted Property into compliance with the Solar Height Restrictions by exercising any one or more of the following remedies:

A. Injunctive Relief. Seek injunctive relief to specifically enforce the terms of this Solar Access Agreement; to restrain present or future violations of this Solar Access Agreement; and/or to compel restoration of any violated Solar Height Restriction.

B. Civil Action. Recover from the Grantor or Future Owner all sums owing to Grantee under applicable provisions of the SEPA together with interest thereon from the date due. These monetary obligations include, among others, economic losses and litigation expenses.

C. Self-Help. Enter the applicable Shade Restricted Property to prevent, mitigate further damage and/ or restore the Solar Height Restriction to the Shade Restricted Property in violation of this Solar Access Agreement at the sole cost and expense of the Grantor or Future Owner as applicable, which shall include without limitation demolition of any structure constructed in violation of the Solar Access Agreement and removal of Restricted Vegetation allowed to grow in violation of the Solar Access Agreement.

11. Choice of Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Georgia.

12. Notices. Any notices required herein shall be sent in the U.S. Mail, either registered or certified, return receipt requested, to the parties at the following addresses and shall be deemed given three days after sent:

In the case of the Grantor to:

In the case of the Grantee to:

Cherry Street Energy
3414 Peachtree Road, Suite 990
Atlanta, GA 30342
Attention: Michael Chanin

With copies to:

Smith, Gambrell & Russell, LLP
Suite 3100, 1230 Peachtree Street
Atlanta, Georgia 30309
Attention: Stephen E. O'Day, Esq.
soday@sgrlaw.com
Fax: 404-685-6827

IN WITNESS WHEREOF, the parties have executed this Solar Access Agreement the day and year first above written.

*[Remainder of page left blank intentionally
Signature pages to follow]*

GRANTEE:

[SELLER]

By: _____

Date: _____

GRANTOR

[PURCHASER]

By: _____

Date: _____

Exhibit A

APPENDIX G
LIENS AND ENCUMBRANCES

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval IGA with Fulton County for the Transfer of Assets to City of South Fulton

DATE: February 25, 2020

SUBJECT: Council Approval IGA with Fulton County for the Transfer of Assets to City of South Fulton

REFERENCE:

CONCLUSION:

Council Approval IGA with Fulton County for the Transfer of Assets to City of South Fulton and give the City Manager and Attorney ability to negotiate Work Creek (City Manager)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
IGA Fulton County_COSF Transfer of Assets	Cover Memo	2/19/2020

**INTERGOVERNMENTAL
AGREEMENT FOR THE TRANSFER
OF CERTAIN ASSETS AND
PROVISION OF CERTAIN SERVICES
between
FULTON COUNTY, GEORGIA and
THE CITY OF SOUTH FULTON, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement" or "IGA"), by and between Fulton County, Georgia ("County") and the City of South Fulton, Georgia ("City") is entered into on the _____ day of February, 2020.

WHEREAS, Fulton County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of South Fulton, Georgia is a municipality created by the 2016 Georgia General Assembly pursuant to House Bill 514 ("H.B. 514"); and

WHEREAS, City residents are County residents and the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, H.B. 514 and O.C.G.A. § 36.31.11.1 provide the City with the option to acquire certain County owned assets including parks that are located within the city limits of the City; and

WHEREAS, the City sent a Notice Letter to the County dated March 1, 2019 requesting the transfer of certain disputed assets or demanding litigation to resolve the dispute on the same pursuant to O.C.G.A. §36.31.11.1; and

WHEREAS, in order to avoid threatened litigation, the County and the City worked together to negotiate an agreement whereby certain County owned assets will be transferred to the City in exchange for the City's agreement not to demand the transfer of other County owned assets, and a release of any and all claims that the City seeks to raise against the County for alleged violations of O.C.G.A. §36.31.11.1; and

WHEREAS, the Georgia Constitution, Article IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, pursuant to this IGA the City desires to permit the County to provide certain services within the boundaries of the City for the time specified in this Agreement for the provision of these services; and

WHEREAS, both the County and the City have authorized the execution of this IGA through appropriate Resolutions adopted by their respective governing bodies.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is to define the framework for the agreement reached between the parties for the transfer of certain County owned assets to the City pursuant to the terms and conditions of this Agreement and the related documents required to manifest the transfers.

1.2 The parties acknowledge that the provisions of this IGA are intended to resolve threatened litigation and serve as the basis for which the City will issue a full and complete release and waiver of any rights which it alleges it has against the County pursuant to O.C.G.A. §36-31-11-1 or other claims in litigation over the disputed assets and services.

1.3 The parties contemplate the need for the development of additional documents (“Collateral Documents”) to govern the actual transfer of certain of these assets. These documents will be developed by the parties to incorporate the terms and conditions defined herein for the specific asset transfers.

1.4 The Collateral Documents required by this IGA shall be approved by the governing authorities of both entities no later than April 15, 2020, unless an extension is agreed to by both parties, effectuated by a letter from the County Manager or City Manager requesting the same from each other.

1.5 The County and City shall each cooperate with the other to the fullest extent necessary to fully effectuate the intent and purpose of this Agreement.

1.6 The parties acknowledge that certain provisions of this IGA are or may be subject to approval by the Georgia Department of Natural Resources, Environmental Protection Division (“EPD”) or other authorities, and agree that in the event said provisions are not approved, the parties will not be considered to be in breach of the IGA.

ARTICLE 2

POWERS AND DUTIES

In furtherance of the public purposes of this Agreement, the County and City hereby represent and warrant to each other the following:

2.1 **Authority**. Each party hereto expressly represents and warrants that: (i) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the

execution, delivery and performance of this Agreement; (ii) this Agreement when executed will be legally binding upon the parties and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement, unless where required by law. Without limiting the generality of the foregoing, each party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this Agreement at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., O.C.G.A. § 31-3-1 et seq., and H.B. 514. To the knowledge of the County and the City, there are no actions, suits or proceedings pending or threatened, in any court or before any governmental authority, domestic or foreign against, by or affecting the County or City which affect or question the validity or enforceability of this Agreement or of any action taken by the County or the City under this Agreement.

2.2 Public Purpose. This Agreement and the services to be provided and the transfers contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this Agreement: (i) pertains to the transfer of assets and the provision of services and activities which the parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. I(a); (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any party in matters of government, and shall be binding and enforceable against the parties and their successors during the term hereof in accordance with its terms.

2.3 Representations and Warranties. The execution, delivery and performance of this Agreement does not violate the provisions of any party's enabling legislation or Code of Ordinances, or any statutory or decisional laws of the State of Georgia, or political subdivisions of said State. The representations and warranties contained in this Article shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the County and the City to perform their respective obligations under this Agreement shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each party hereto specifically acknowledges and agrees that it shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind against the other party contrary to the representations and warranties set forth in this section.

ARTICLE 3

DISPUTED ITEMS

3.1 The assets or services desired by the City which were subject to dispute and threatened litigation between the parties and subject to this IGA are as follows:

- A. Merk Miles Citizens Convenience Center (a/k/a Merk Miles Transfer Station)
- B. Traffic Control services
- C. Fulton County’s Transportation Center
- D. Public Safety Training Center
- E. Libraries located within the jurisdictional boundaries of the City
- F. Tom Lowe Shooting Range
- G. Wolf Creek Amphitheatre

3.2 The parties agree that the above list represents the entire list of any remaining assets or services which are in dispute between the parties. The parties further agree that the dispute and any future litigation will be resolved in a formal General Release and Waiver prior to the final execution of the collateral documents needed to manifest the terms and conditions of this IGA with regard to each of the above listed items.

ARTICLE 4

MERK MILES CITIZENS CONVENIENCE CENTER

4.1 The parties acknowledge that the County owns certain property located at 3225 Merk Road, College Park Georgia 30349, in Fulton County, Georgia (as more particularly described in Exhibit “A,” attached hereto and by this reference incorporated herein – the Property) for the use and operation of a Citizens Convenience Center for non-hazardous solid waste trash collection and transfer (hereinafter, the “Merk Miles Citizens Convenience Center”).

4.2 The parties acknowledge that the dispute surrounding this asset was resolved by the County transferring operational control of the Merk Miles Citizens Convenience Center to the City pursuant to that certain Intergovernmental Agreement approved by the County on April 10, 2019 (Agenda Item # 19-0238) and by the City on _____, 2019.

4.3 The term of the Intergovernmental Agreement regarding the Merk Miles Citizens Convenience Center is for a five (5) year period with four (4) additional five-year terms, at which time both parties agreed to review the Intergovernmental Agreement for any extension period beyond the 25 years.

ARTICLE 5

TRAFFIC CONTROL SERVICES

5.1 The County and the City will enter into a separate intergovernmental agreement which will permit the County to continue to provide basic traffic control services for the City at a cost of \$50,000 annually to be paid in monthly installments on the 5th day of each month, based on a prorated basis equal to 1/12th of the total annual fee. This fee shall not include the cost of any utilities or the replacement of any lights within the geographical limits of the City, the cost of which shall be borne solely by the City. The term of the intergovernmental agreement for the provision of traffic control services shall be for an initial term of three years, subject to being terminated by the parties as provided therein.

5.2 This fee includes the amount required to maintain the traffic control software and equipment owned and operated by the County on County owned property. The parties acknowledge that the services to be provided are not required of the County and the control center is not located within the city limits of the City. The County agrees to provide these services as a convenience to the City.

5.3 The County will not be obligated to provide any improvements or investments in the services that it provides to the City in this section of the Agreement.

5.4 The City may terminate these services under the separate intergovernmental agreement at its convenience with thirty (30) days advance notice. At the conclusion of the term of the separate intergovernmental agreement, the City shall not be entitled to receive any assets used by the County in the provision of these services, and as otherwise provided in this separate intergovernmental agreement.

5.5 The County reserves the right to terminate these services with ten (10) days advance notice in the event that the City fails to make the payment for the services required herein or as otherwise set forth in the separate intergovernmental agreement.

5.6 The separate intergovernmental agreement for traffic control services described herein is one of the Collateral Documents required to be finalized and approved by March 31, 2020.

ARTICLE 6

TRANSPORTATION CENTER

6.1 The County agrees to offer a lease purchase agreement to the City for the Transportation Center owned and operated by the County located on Stonewall Tell Road, in City of South Fulton, Fulton County, Georgia as is, where is.

6.2 The lease purchase agreement shall be for a five (5) year term.

6.3 The Purchase Price of the center shall be One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000).

6.4 At the City's option, the purchase price can be paid in increments of five (5) consecutive annual payments of Three Hundred Fifty Thousand Dollars (\$350,000) along with interest at the rate of 3.5% per annum on the outstanding balance until paid.

6.5 The City will be responsible for the utilities, maintenance, repairs and improvements associated with this center. The County will not be obligated to make any payments for any costs associated with the center after the execution of the lease purchase agreement.

6.6 The lease purchase agreement described herein is a Collateral Document required to be finalized and approved by March 31, 2020.

ARTICLE 7

PUBLIC SAFETY TRAINING CENTER

7.1 The parties acknowledge that the County currently owns and operates a Public Safety Training Center located on a portion of the 42.9 acre site owned by the County comprising the Wolf Creek Amphitheater which is located at 0 Vandiver Road, South Fulton, Fulton County, Georgia being property described on Exhibit A attached hereto and incorporated herein by reference with a Tax Parcel ID. #14F0103LL0101 (the "Wolf Creek Amphitheater site").

7.2 The parties further agree that the Public Safety Training Center is not an asset required to be transferred to the City pursuant to O.C.G.A. §36-31-11.1. However, the parties have agreed that due to the legal complexities associated with separating the parcel upon which the center is located from the above described tract of land upon which the Wolf Creek Amphitheater is located, that the County will be granted a 50 year Ground Lease in the property upon which the center is located for \$1 per year.

7.3 The Ground Lease will specify that the County controls this property and that it will be responsible for all utilities, maintenance and repair of the structures. The Ground Lease will also allow the County unrestricted access to the parking lot facilities located adjacent to center and the Wolf Creek Amphitheater. The City will be able to rent the parking lots not located in the Wolf Creek Amphitheater site, from the County for events to be held at the Wolf Creek Amphitheatre for additional parking at no charge. In exchange for access to these parking spaces for no cost, the City agrees to be responsible for the maintenance and repair of the parking lots during the term of the Ground Lease.

7.4 The Ground Lease will include the right of the County to access, install, remove, repair, monitor and maintain testing wells and monitoring sites for the purpose of meeting EPD requirements for the landfills located near or adjacent to the Wolf Creek Amphitheatre site, and shall include a right of the County to exclude public access to such areas if necessary for the County's compliance with EPD requirements or for public safety.

7.5 The Ground Lease will also define the respective rights and obligations of the parties to maintain the landscaping and the responsibility for clean-up activities on the Wolf Creek Amphitheatre site before and after events at the Wolf Creek Amphitheater. The City agrees to cleanup all trash and debris from the Wolf Creek Amphitheater site and the adjacent parking lots and to cut the grass and shrubs before and after any event. The County agrees to maintain the areas owned by the County.

7.6 The Ground Lease described herein is one of the Collateral Documents required to be finalized and approved by March 31, 2020.

ARTICLE 8

LIBRARIES LOCATED WITH THE CITY OF SOUTH FULTON

8.1 The parties disagree as to whether branches of the Fulton County Library System are included within the set of assets that the County is obligated to transfer to the City pursuant to O.C.G.A. §36-31-11.1. In order to resolve the dispute, the City agrees to allow the County to retain its ownership interests in the libraries located within the jurisdictional limits of the City.

8.2 Under the Georgia Constitution, counties require the consent of a municipality to operate certain municipal services within the jurisdictional limits of the City. As such, the City consents to allow the County to continue to operate all of the libraries which are currently a part of the Fulton County Library System and located within the city limits of the City of South Fulton.

8.3 The parties agree to allow the libraries to continue to be owned and operated by the County and the City does and shall release any present or future claim to them. This release shall be one of the Collateral Documents to be finalized by March 31, 2020.

ARTICLE 9

TOM LOWE SHOOTING RANGE

9.1 The parties acknowledge that this shooting range is located on a closed landfill and as such this creates challenges to transferring the same without EPD approvals and consents and certain land use restrictions. As such, the City agrees to allow the shooting range to remain in the County's ownership and control and it does and shall release any claim to the same.

9.2 To the extent that recreational uses within the jurisdictional limits of a municipality require the consent of the municipality, the City hereby consents to the County operating the shooting range for the public within its jurisdiction.

9.3 In the event that the City desires to use portions of the shooting range site for additional parking for events held at the Wolf Creek Amphitheater, the City agrees to clean up any and all trash and debris at the site immediately before and after any such event.

ARTICLE 10

WOLF CREEK AMPHITHEATER

10.1 The County currently owns property known as Wolf Creek Amphitheatre, with an address of 3025 Merk Road, S.W, College Park, Georgia 30349, in the City of South Fulton, Fulton County, Georgia. A copy of the legal description for this site is attached hereto as Exhibit "B," and incorporated herein by reference. Said property is hereinafter referred to as the "Wolf Creek Amphitheater site", the "Amphitheater", Parcel #17, or the "Property".

10.2 The City acknowledges that the County has disclosed that the Property is adjacent to a closed landfill from which pollutants and hazardous materials may have seeped, leaked or escaped; and may be currently or in the future seeping, leaking, or escaping and that the adjacent landfill is subject to Closure Oversight and post-closure permit requirements from the Georgia Department of Environmental Protection Division (“EPD”). The City further acknowledges that pollutants are currently present on the Amphitheatre site. The City hereby releases and holds the County harmless from any and all liability or other obligation arising from the County’s past, present, and future use and/or ownership of the adjacent landfill. The City further releases and holds the County harmless from any and all past, present, and future claims or obligations related to pollutants and/or hazardous materials originating from the adjacent landfill, including but not limited to any and all past, present, and future damages, claims, injuries, or costs incurred by the City related thereto.

10.3 The City acknowledges that EPD oversight of the adjacent landfill extends for a minimum of 30 years from the closure of the landfill, and includes, among other things, regular testing and reporting on the Amphitheater site of groundwater and other monitoring wells and apparatus. The City further acknowledges that due to the terms of the post-closure permit on the adjacent landfill and the County’s obligations to conduct testing, monitoring, and reporting on the Amphitheatre site, there may be restrictions on the use of the Amphitheatre site that have been, are, or will be imposed by EPD, and the City releases and holds the County harmless for the same. The City further acknowledges that due to the nature of the County’s obligations and the liability associated with contamination that may occur from a landfill, that the County is reluctant to transfer full title to the Property.

10.4 The parties disagree as to whether the Amphitheater is property subject to any obligation to be transferred to the City pursuant to O.C.G.A. § 36-31-11.1. However, in order to resolve any further litigation surrounding this issue, the parties have reached an agreement to have title to the Amphitheater transferred to the City from the County subject to the following conditions:

- A. The County will issue the City a Quitclaim deed on December 1, 2020 without any warranties as to the fitness for a particular use, merchantability etc., subject to subparagraph F hereunder. The City will permit the County to fulfill any and all entertainment commitments for the use of the Amphitheater through December 1, 2020.
- B. The County reserves the right to access the Property for the purpose of installing, relocating, monitoring, maintaining and repairing testing wells, monitoring sites and mitigation apparatus installed on the Property or to be installed on the Property in the future to comply with EPD compliance obligations associated with the adjacent

landfills. The City agrees to grant the County a permanent easement over the entirety of the Property in order to preserve the County's ability to have unfettered access to the Property for the purpose of fulfilling its obligations with regard to the landfill compliance activities. The City expressly acknowledges the County's right to exclude the public from any portion of the Property as may be required for the County's prudent compliance activities and/or for the safety of the public, as determined by the County and/or EPD.

- C. In the event the City or its employees, contractors, agents, or assigns causes or contributes to any accident, event, occurrence, reportable event, or release of pollutants or hazardous substances from the Wolf Creek Amphitheater site, the City agrees to and shall indemnify and hold the County harmless for any and all damages, injuries, claims, clean up or remediation requirements, mitigation obligations, or other costs incurred, notwithstanding the source of the pollutant or hazardous substance.
- D. The City will also purchase Environmental Insurance covering damages, injuries, penalties and costs related to releases of pollutants and hazardous substances and costs of remediation and regulatory compliance for this location, to be renewed annually until five (5) years after the date the adjacent Merk Miles Landfill is released from the obligations in its post-closure permit with the EPD, in an amount not less than Ten Million Dollars per Pollution/Condition and Ten Million Annual Policy Aggregate. The policy shall be written on a five (5) year term and shall be extended for an additional five (5) years upon request of the County. The County shall be listed as a Named insured on all policies and certificates.
- E. The City will provide a certificate annually to the County manifesting this level of coverage by an insurance institution having at least an A Best rating.
- F. The City must obtain approval from the EPD prior to any obligation arising from the County to transfer the Property, and shall demonstrate its receipt of reasonable assurances that the transfer of ownership of the Amphitheater from the County to the City will be approved as a minor permit modification, and will not automatically render the County out of compliance with the EPD's reporting, notice, or other requirements of its post closure permit. In the event the County is determined by EPD to be out of compliance with its post-closure permit due to the transfer of the property to the City, the City shall defend and indemnify the County for any and all EPD fines, penalties, assessments, or other costs incurred by the County.

G. The City agrees not to engage in or permit any land disturbing activities on the Property without prior clearance from the EPD and notification of receipt of the same to the County.

10.5 Notwithstanding, the County's position that the Wolf Creek Amphitheater is not a park, in order to settle the dispute between the parties regarding this facility, the County will permit the City to purchase the same from the County for the statutory price for "parks" in the amount of \$100.00 per acre, as set forth in O.C.G.A. § 36-31-11.1, for the Wolf Creek Amphitheater site located on Parcel 17, but which has an estimated fair market value of \$28.5 Million Dollars.

10.6 The County will sell to the City at fair market value ("FMV"), and the City agrees to buy at FMV: (i) Parcel # 15 - consisting of approximately 10.7 acres and which has the primary access road and some onsite parking for the Amphitheater, and (ii) Parcel # 16, consisting of approximately 50.43, that also has an access road and some onsite parking for the Amphitheater. A copy of the legal descriptions for Parcels # 15 and # 16 are attached hereto as Exhibit "C," and incorporated herein by reference. These parcels are also subject to the conditions and provisions described in Sections 10.2, 10.3 and 10.4 above.

10.7 The City agrees to accept the Property "As Is", subject to all or any environmental contaminations that may or may not be present without any further obligations from the County to either remediate or clean up the Property prior to conveyance. The County Manager, in conjunction with the County Attorney, is authorized to work with the City Manager to enter into an agreement surrounding the payment and transfer dates for Parcels #15 and #16.

10.8 The City agrees to copy the County on any and all communications with EPD.

ARTICLE 11 **INDEMNIFICATION**

11.1 The City agrees to abide by all of its indemnification obligations set forth in this Agreement, including but not limited to the environmental obligations. It is the intent of the parties to be covered under the auspices of any the immunity granted by Georgia Law. Only to the extent permitted by law and in the event O.C.G.A. §46-5-131 is deemed inapplicable, shall the City in all of the Collateral Documents agree to defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of the terms of this Agreement or the related Collateral Documents by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

11.2 The City agrees to obtain insurance for the liabilities assumed herein and may fulfill this obligation by listing the other party as an additional insured on their respective policies.

11.3 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement or any Collateral Documents for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

11.4 It is hereby stipulated and agreed between the parties that, should a court of competent jurisdiction deem any indemnification obligation under this Agreement to be invalid, the parties nonetheless agree that, with respect to any claim or action brought by a third-party and arising out of the activities described in this IGA or stemming from any matter arising out of any act or omission by the City in connection to the performance of this IGA, that the City shall be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the actions or omissions of the City's own agents, officers, contractors and employees.

ARTICLE 12

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 13

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Richard "Dick" Anderson, County Manager
141 Pryor Street, SW,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to: Patrise Perkins-Hooker, County Attorney
141 Pryor Street, SW,
Suite 4038
Atlanta, Georgia 30303
404-612-0246 (telephone)
404-730-6324 (facsimile)

If to the City: Odie Donald II, City Manager
5440 Fulton Industrial Boulevard
South Fulton, Georgia 30336

With a copy to: Emilia Walker, City Attorney
Fincher Denmark, LLC
8024 Fair Oaks Court
Jonesboro, Georgia 30309

ARTICLE 14

NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 15

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 16

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision, were not part of this Agreement.

ARTICLE 17

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors. The provisions in this Agreement shall be incorporated into the Collateral Documents described hereinabove.

ARTICLE 18

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

ARTICLE 19

MISCELLANEOUS

19.1 Cooperation. The parties agree to cooperate and coordinate the creation and the submittal to each other of any necessary reports, data or records that may be needed by each to carry out its essential functions and to comply with any reporting or auditing requirements of any regulatory agency. Each party shall have the right to assert, retain and protect the confidential and/or proprietary nature of any documents created by it.

19.2 Governing Law. This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

19.3 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall attach only to such clause or provision, or a part thereof, and shall not in any manner affect such clause or provision, or any other clause or provision in this Agreement.

19.4 Entire Agreement. This Agreement constitutes the entire Agreement between the parties regarding the rights and obligations discussed herein, and it is expressly understood and agreed that the Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by each party or an authorized representative of each party.

19.5 Captions. The captions in this Agreement are for purposes of convenient reference only and form no part hereof.

19.6 Binding Effect. This Agreement, together with any amendments or attachments hereto, shall be binding upon the parties, and their heirs and successors.

19.7 Drafting of Agreement. This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed as having been prepared jointly by the parties. Any ambiguity or uncertainty existing in this Agreement shall not be interpreted or construed against any party hereto. The parties hereto agree that no representations except those contained herein that have been made by any party to induce the execution of this Agreement by any other party.

19.8 Relationship of Parties. Notwithstanding anything in this Agreement to the contrary, neither shall have the power to bind or obligate the other except as expressly set forth in this Agreement.

19.9 No Third-Party Beneficiaries. This Agreement is made between and limited to the County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County and the City, and no other person or entity shall be considered a third-party beneficiary of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

19.10 General Release from Litigation. In exchange for the transfers and benefits set forth herein, the City, and its present and former agents, employees, attorneys, officers, elected officials, departments, and assigns (collectively referred to as “Releasors”) hereby releases the County and its present and former agents, employees, attorneys, officers, elected officials, departments, and assigns, (collectively referred to as “Releasees”) from any and all controversies, claims, demands, promises, actions, suits, grievances, proceedings, complaints, charges, liabilities, damages, debts, allowances, bonuses, costs, expenses, attorneys’ fees, judgments (including those entered in the lawsuit) and remedies of any type, including, but not limited to compensatory damages, punitive damages, declaratory relief, injunctive relief, mandamus and other extraordinary remedies (individually and collectively “Claims”) that the City, or any other Releasor on its behalf, may have against Releasees by reason of any matter, cause, act, or omission, from the beginning of time until the date of execution of this Agreement, including, without limitation, those arising out of or in connection with that certain Civil Action filed in Fulton County Superior Court styled as the *City of South Fulton vs. Fulton County, Civil Action File No. 2019CV327025.* This release applies to Claims that Releasors know about, and those Releasors may not know about, occurring or arising at any time on or before the date of execution of this Agreement relating to the transition of the City of South Fulton into full a new municipality.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts
Chairman
Fulton County Board of Commissioners

Tonya Grier, Interim Clerk to the
Commission

SEAL

Approved as to Form:

Patrise Perkins-Hooker
Fulton County Attorney

CITY OF SOUTH FULTON, GEORGIA

ATTEST:

William “Bill” Edwards, Mayor

S. Diane White, Municipal Clerk

SEAL

Approved as to Form:

City Attorney

P:\CAProjects\BOC\Municipalization\City of South Fulton\2.19.2020 IGA for the Transfer of Assets to the COSF.docx

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of MOU with Kenny Leon's True Colors

DATE: February 25, 2020

SUBJECT: Council Approval of MOU with Kenny Leon's True Colors

REFERENCE:

CONCLUSION:

Council Approval of MOU with Kenny Leon's True Colors Theatre Company for a program at Southwest Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
MOU_Kenny Leon True Colors	Cover Memo	2/19/2020

**AGREEMENT BETWEEN THE CITY OF SOUTH FULTON AND KENNY LEON'S
TRUE COLORS
THEATRE COMPANY FOR A PROGRAM AT SOUTHWEST ARTS CENTER**

THIS AGREEMENT (“Agreement”) made and entered into effective the 25th day of February , 2020, by and between CITY OF SOUTH FULTON, GEORGIA, a political subdivision of the State of Georgia, referred to herein as the “City,” and KENNY LEON’S TRUE COLORS THEATRE COMPANY, a non-profit theater company in Atlanta, Georgia, referred to herein as “True Colors.”

WITNESSETH:

WHEREAS, the City desires to establish a permanent program to have a renowned area theater company operate as the residential theater company at one of its arts facilities;

WHEREAS, True Colors is a 501(c)(3), non-profit theater company based out of Atlanta, Georgia, co-founded by Tony Award-winning Broadway director Kenny Leon and Jane Bishop in 2002, that produces world premiere plays by diverse playwrights and commits to preserving African-American classics for the public;

WHEREAS, True Colors is a well-recognized theater company and organization that serves as an important cultural and artistic asset for the Atlanta area and Southeast region by attracting tourists and patrons nationally and is well suited to serve as a residential theater operation at one of the City’s arts facilities;

WHEREAS, the City owns and operates the Southwest Arts Center, a 42,000 square-foot vibrant cultural campus nestled in Southwest Atlanta that houses a 375-seat Performance Theater, an 80-seat Black Box Theater, instructional classrooms, a dance studio and a fine arts gallery and provides quality performance arts programming to City residents through theatrical partnerships with professional theater companies; and

WHEREAS, the City desires to authorize True Colors to engage in theater operations at the Southwest Arts Center through this Agreement.

NOW THEREFORE, and in consideration of their mutual covenants contained herein, and for other good and valuable consideration, the City and True Colors agree as follows:

ARTICLE 1. AGREEMENT DOCUMENTS

The City and True Colors hereby agree that the Agreement shall additionally consists of the following documents:

- i) Exhibit A: City of South Fulton Parks, Recreation, & Cultural Affairs Arts Center Rental Agreement (“Rental Agreement”)

- ii) Exhibit B: City of South Fulton Parks, Recreation, & Cultural Affairs Arts Center Facilities Reservation and Use Guidelines (“Facilities Reservation and Use Guidelines”);
- iii) Exhibit C: City of South Fulton Parks, Recreation, & Cultural Affairs Scene Shop Rules and Policies (“Scene Shop Rules and Policies”); and
- iv) Exhibit D: True Colors’ Certificate of Insurance

The foregoing (“Agreement Documents”) are incorporated herein and hereby made a part of this Agreement and shall constitute the entire Agreement between the parties and are intended as a complete and exclusive statement of promises, representations, discussions and agreements, oral or otherwise, that have been made in connection with this Agreement. No modifications or amendments to this Agreement shall be binding upon the parties unless they are in writing, signed by the City’s and True Colors’ duly authorized representatives, and entered upon the CITY COUNCIL’s meeting minutes CITY COUNCIL.

If any portion of the Agreement Documents shall be in conflict with any other portion, the various documents comprising the Agreement Documents shall govern in the following order of precedence: (1) this Agreement, excluding the Agreement Documents, (2) the Rental Agreement, (3) the Facilities Reservation and Use Guidelines, and (4) the Scene Shop Rules and Policies.

ARTICLE 2. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in Article 1 of this Agreement, True Colors shall perform all work and services required by this Agreement.

ARTICLE 3. TERM OF AGREEMENT

Unless terminated by mutual agreement or in accordance with other terms and provisions contained herein, the term of this Agreement shall be upon execution through _____, with two (2) one-year renewal periods, with such periods automatically renewing absent written notice of termination from the City.

ARTICLE 4. TERMINATION FOR THE CITY’S CONVENIENCE

Notwithstanding any other provision, this Agreement may be terminated immediately by the City, with or without cause, upon written notice to True Colors.

ARTICLE 5. COMPENSATION

As compensation for the full performance of this Agreement, True Colors shall pay rental fees to the City for each production/event held at Southwest Arts Center in accordance with the Rental Agreement, attached as Exhibit A and incorporated herein by reference.

ARTICLE 6. RESPONSIBILITIES AND OBLIGATIONS OF TRUE COLORS

During the term of this Agreement, True Colors shall abide by the policies and procedures established by the City and City of South Fulton’s Arts & Culture Department (“Arts and Culture”) for use of Southwest Arts Center and other approved City space, equipment, and production elements as set forth in Exhibit A, and the terms of its base Rental Agreement as amended from time to time, as set forth in Exhibit B, the Facilities Reservation and Use Guidelines, attached hereto respectively and incorporated herein by reference.

(A) In consideration of a rate of ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$1,750.00) for each week of use of the Southwest Arts Center by Kenny Leon’s True Colors Theatre Company (“True Colors”), True Colors agrees to perform services and provide the following program administration and functions:

- (1) True Colors agrees to present regional premieres and main stage productions of award winning plays at Southwest Arts Center on a scheduled basis during its regular season.
 - a. As a minimum requirement for use of Southwest Arts Center, True Colors agrees to present productions at the facility for at least four weeks during a season between and to include the season’s opening and closing productions.
 - b. True Colors agrees to maintain its status as a non-profit organization and, with its revenue, continue to promote education and a commitment to preserving African-American classics for the benefit of the public.
 - c. True Colors agrees to organize a minimum of two (2) special events that expose Southwest Arts Center students to professional artists, including, but not limited to, a master class with a director.
 - d. True Colors agrees to provide an instructor to teach one (1) theater master class and/or workshop during Southwest Arts Center’s (1) spring, (2) fall, and (3) winter class sessions.
 - e. True Colors agrees to provide at least twenty (20) free tickets to Southwest Arts Center students for all of its invited dress rehearsals.
 - f. True Colors agrees to provide an instructor twice a year to teach a theater class at a senior center of Southwest Arts Center’s choosing, as part of Southwest Arts Center’s outreach programming.
 - g. True Colors agrees to schedule Kenny Leon, as available, but at least twice a year, to provide an insider’s view of the theater industry to Southwest Arts Center Teen Artists Academy participants.
 - h. True Colors agrees to provide the City of South Fulton Department of Parks, Recreation, & Cultural Affairs with:
 - i. A schedule of 2020 season productions, programs and special events and projected participation;

- ii. A copy of True Colors' Certificate of Insurance, as described in "Exhibit D;"
- iii. A copy of True Colors' Certification of non-profit 501(c)(3) status; and
- iv. A copy of the most recent Board Meeting Minutes and a list of all active Board Members, indicating the registered agent to sign contracts.

(B) True Colors agrees to provide all specified services as set forth herein for the presentation of season productions listed in and on the dates specified in each Rental Agreement.

(C) True Colors shall use the City's space and equipment in a manner and at a time only for theater productions expressly covered under this Agreement and as documented in the Rental Agreement at Exhibit A pp. 2-3 and Exhibit B, Facilities Reservation and Use Guidelines, p. 5, Section III, A.1.

(D) True Colors shall designate a Project Director for the length of this Agreement, a True Colors employee or other person to manage or supervise all areas and items in this Agreement, including production, technical, house personnel and any and all support groups and to be True Colors' liaison with the City's Project Manager or designee in all matters relating to the City in any way.

(E) True Colors shall permit City personnel, others specifically designated by the City, or emergency responders to easily access all City facilities in the performance of their official duties as set forth in Exhibit B, Facilities Reservation and Use Guidelines p. 5, Section III, B.1 and 2.

(F) In conformance with the Americans with Disabilities Act of 1990, as amended and its related regulations, True Colors shall bear responsibility for providing appropriate auxiliary aids, interpretive services, accommodations, and promotional materials where they are necessary to achieve an equal opportunity to participate in and enjoy the benefits of public performances produced under this Agreement as stated in Exhibit A, Rental Agreement pp. 3, 5 and Exhibit B, Facilities Reservation and Use Guidelines p. 5, Section III, C.1.

(G) True Colors shall include on the title page of all production and event programs: (1) the official City logo to be obtained from the Director of Parks, Recreation & Cultural Affairs or his designee, and (2) the following header at the top of all marketing materials for events held at Southwest Arts Center: "City of South Fulton Parks, Recreation & Cultural Affairs Southwest Arts Center presents." The City shall also be credited in True Colors' list of sponsors at the level that reflects the annual subsidy provided. These requirements are in addition to any requirements that True Colors may have to meet as a City grantee, as established in Exhibit B, Facilities Reservation and Use Guidelines p. 5, Section III, D.

(H) True Colors shall observe all facility security rules and regulations, as established by the City in Exhibit A, Rental Agreement, p. 3 and Exhibit B, Facilities Reservation and Use Guidelines pp. 20-22, Section VIII. True Colors is solely responsible for the control and supervision of all production activities and personnel connected therewith and shall notify all personnel of their obligations and responsibilities pertaining to their production area and shall act responsibly in matters of building security when True Colors is scheduled to utilize the space pursuant to Exhibit B, Facilities Reservation and Use Guidelines p. 16, Section VI, A.

(I) True Colors shall, at all times, exercise safe practices in the use of City facilities and equipment. To the extent True Colors conducts any activity in a manner the City deems unsafe, True Colors shall be informed and shall immediately discontinue such activity until and if the City deems it safe for True Colors to proceed with such activity, as established by the City in Exhibit A, Rental Agreement p. 2; Exhibit B, Facilities Reservation and Use Guidelines pp. 20-21, Section VIII, and Exhibit C, Scene Shop Rules and Policies attached and incorporated herein by reference.

(J) True Colors shall maintain and clear work areas and shall within 24 hours report any information regarding accidents to the Project Manager or designee, including, but not limited to any breakage, malfunction, deterioration or loss of any of the City's resources (including musical instruments, tools, lights, sound equipment, props, curtains, etc.). True Colors shall not attempt repair of City equipment without prior consultation with the City's Facilities Manager.

(K) True Colors shall obtain, supervise, and pay all necessary and related fees for any and all services of all professionals needed to produce the agreed upon productions in the manner established by the City in Exhibit A, Rental Agreement, p. 3 and Exhibit B, Facilities Reservation and Use Guidelines p. 7, Section III, M.

(L) True Colors shall use, maintain, clear and clean the space as established by the City in Exhibit B, Facilities Reservation and Use Guidelines pp. 12-15, Section V.

(M) True Colors shall not use animals on the stage without the prior approval of the Project Manager or designee. Such use, if approved, is subject to the stipulations in Exhibit B, Facilities Reservation and Use Guidelines p. 12, Section V, B.

(N) True Colors shall comply with the City's sound ordinance levels as established by the City in Exhibit B, Facilities Reservation and Use Guidelines p. 6, Section III, E.

(O) True Colors shall secure City approved exhibition, technical and production staff as established by the City in Exhibit A, Rental Agreement p. 2.

(P) All 2020 season costumes, properties and sets created by True Colors with True Colors-owned materials will remain the property of True Colors, and shall be removed from the theater facility at the conclusion of the production in which the materials are used. The Project Manager or designee may, on a case-by-case basis, authorize exceptions. All office equipment, construction tools, special effects and lighting equipment purchased and owned by True Colors will remain the private property of True Colors and the City assumes no responsibility or liability for the loss or maintenance of such materials as established in Exhibit B, Facilities Reservation and Use Guidelines p. 9, Section III, AB.

(Q) True Colors shall obtain and complete a City Report of Accident/Property Damage for any and all accidents, injuries or property damage if a City employee is not present to fill it out.

(R) True Colors shall be required to replace or have repaired by factory authorized technicians, within 30 days, any City owned equipment, instruments or materials identified by the City's

Project Manager and/or Facilities Manager or designee as having been lost, damaged or destroyed by True Colors or its employees, participants, volunteers, and subcontractors .

(S) True Colors may be allowed the use of City owned properties, sets, scenery, furniture and equipment for True Colors productions not scheduled in this Agreement upon written request to the City' s Project Manager or designee and upon express approval and written authorization of the Project Manager or designee. True Colors must return to the City all items borrowed for productions at other venues within four days of the final performance and shall, in the event the items are damaged or destroyed, be responsible for the repair or replacement of all such borrowed items to the satisfaction of the City's Project Manager within 30 days.

(T) True Colors shall not modify the space as established by the City in Exhibit B, Facilities Reservation and Use Guidelines p. 14, Section V, I. The approval of the City's Project Manager does not relieve True Colors from any responsibility to obtain necessary City permits or approval from the City for the modification. Any violation shall result in True Colors being charged for all repairs necessary to restore the facility to its original condition and any additional costs pertaining to the restoration of City property.

(U) True Colors shall immediately report to the police any incidents of a criminal or suspicious nature occurring on City property and notify the City's Project Manager or his/her designee within 1 (one) hour. If initial notification is verbal, it must also be submitted in writing to the Project Manager or his/her designee on the appropriate provided form within 24 hours after the verbal notification.

(V) True Colors shall ensure that the doors to the Scene Shop, Rehearsal Rooms, and Performance Theater, and other exterior access doors to any area of the space, are not left open, unlocked or left with the locking mechanism disabled at any time when the immediate area secured by the door is unoccupied by True Colors, even if only briefly. Failure to do this may result in greater restricted access to the space with such determination within the City Project Manager's discretion.

ARTICLE 7. RESPONSIBILITIES AND OBLIGATIONS OF THE CITY

(A) The City shall allow True Colors the use of Southwest Arts Center facilities to include, but not be limited to: Costume Room, Scene Shop, Stage, Auditorium, Light and Sound Booths, Dressing Rooms, Green Room, as scheduled in Rental Agreement, attached as Exhibit A, for the preparation and presentation of theater productions performed under this Agreement provided that True Colors submits specific rehearsal schedules, performance schedules and shop use schedules. Any use of City facilities and equipment other than that listed in this Agreement, but necessary to carry out this Agreement, must be scheduled 30 days in advance and receive prior approval from the City's Project Manager or his/her designee.

(B) The City shall allow the use of the space at Southwest Arts Center on the following schedule: No performance shall begin earlier than 8:30 a.m. or end later than midnight. In no event shall True Colors be permitted to use any space at Southwest Arts Center from 12 midnight to 8:30 a.m. unless prior written permission is obtained from the Project Manager or a designated

employee of the City is onsite.

(C) The City shall allow the use of the space according to the schedule as set forth in the Rental Agreement. Additional use may be provided as available; however, priority use of space will always be given to events scheduled through an Agreement with the City. The City will not be responsible for obtaining additional space, but may assist in locating other City spaces and may act as co-sponsor for use of City facilities under appropriate circumstances. True Colors will forfeit the right to any additional reservations of City facilities should True Colors reserve space which is not used. The City reserves the right to allow other uses of space when not in actual, scheduled use by True Colors.

(D) The City shall provide True Colors Managing Director or his/her designee with a list of all planned activities utilizing the Performance Theater and any other contracted areas during the period of True Colors' use. This information is to be provided to True Colors Managing Director or designee in production meetings.

(E) The City shall allow True Colors to use all operational production equipment in Southwest Arts Center's inventory as requested by True Colors. True Colors takes such equipment "as is" and is responsible for ensuring that such equipment is in a safe condition prior to use and is returned in working condition at the conclusion of its use or of the production. True Colors will assist the City in keeping the inventory of tools, equipment, instruments and production materials up-to-date so that all theater users may benefit from the use of these materials.

(F) The City shall monitor all aspects of production relative to safety. If the City's Director of Parks, Recreation & Cultural Affairs or any designee(s) deem(s) that any procedure followed by True Colors is unsafe, he or she has the authority to immediately stop such procedure. The City and True Colors will work together to prevent or quickly mitigate any fire hazards or any items identified by the Fire Department during facility inspections.

(G) The City shall provide maintenance of City facilities and equipment, replacement lamps for lighting equipment and blades for table power tools, but not hand power tools. The City shall respond with reasonable speed to make necessary repairs hereunder.

(H) The City shall have the right, with no notice, to suspend this Agreement if the building should be declared uninhabitable for reasons of safety by the proper authorities (e.g., if the building should be damaged in an earthquake and be declared unsafe for occupancy). If there is an outbreak of pandemic flu or other medical emergency and places of public gatherings are closed, the City will not assume any financial responsibility for loss of revenue by True Colors. If space is not available due to earthquake, other disaster, or safety related issues, the City will not assume any financial responsibility for loss of revenue by True Colors.

ARTICLE 8. ALCOHOL

True Colors shall enforce all state laws and City regulations and policies relating to the sale and consumption of alcoholic beverages in City facilities. Alcohol is permitted at Southwest Arts Center in certain areas during designated times, if approved by the City's Director of Parks,

Recreation & Cultural Affairs or designee. It is True Colors' responsibility to ensure that no alcoholic beverage is served to a minor.

True Colors agrees to be responsible for barring its employees or volunteers discovered to be under the influence from remaining in any facility used under the terms of this Agreement, and the City reserves the right to deny such persons further participation in theater activities. Consumption of alcoholic beverages or use of illegal drugs is expressly forbidden by any person working for True Colors, paid or volunteer, as staff, actors, crew or musicians while at Southwest Arts Center or any other City facility.

ARTICLE 9. ASSIGNMENT

Both parties shall give their personal attention to the faithful performance of this Agreement and shall not assign, transfer, convey, or otherwise dispose of this Agreement or any right, title, or interest in or to the same or any part thereof without the prior written consent of the other party, and then only subject to such terms and conditions as the other party may require. Consent to one assignment shall not be deemed to be consent to any subsequent assignment. Any assignment without such approval shall be void and at the option of the other party, shall terminate this Agreement and any license or privilege granted herein. This Agreement and interest herein shall not be assignable by operation of law without the prior written consent of the other party.

ARTICLE 10. SUBCONTRACTORS/EMPLOYEES

True Colors shall be responsible for employing or engaging all persons necessary to perform the services of True Colors hereunder. No subcontractor of True Colors will be recognized by the City as such; rather, all subcontractors are deemed to be employees of True Colors and it agrees to be responsible for their performance. True Colors shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees, participants, volunteers, and subcontractors, if any, and shall keep the work under its control.

ARTICLE 11. INDEPENDENT CONTRACTOR

It is understood and agreed that this Agreement is not an agreement of employment in the sense that the relation of master and servant does not exist between the City and True Colors. At all times, True Colors shall be deemed to be an independent contractor and True Colors is not authorized to bind the City to any agreements or other obligations. In executing this Agreement, True Colors certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the City.

ARTICLE 12. INDEMNIFICATION

True Colors hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees of and from:

- (a) Any and all claims and demands which may be made against the City, its officers, agents, or employees by reason of any injury to or death of any person or damage suffered or

sustained by any person caused by, or alleged to have been caused by, any act or omission, negligent or otherwise, of True Colors, its officers, employees, agents, participants, volunteers, or any subcontractor under this Agreement or of any of subcontractor's employees or agents.

- (b) Any and all damage to, loss or destruction of the property of the City, its officers, agents, or employees occupied or used by or in the care, custody, or control of True Colors caused by any act or omission, negligent or otherwise, of True Colors, its officers, employees, agents, participants, volunteers or any subcontractor under this Agreement.
- (c) Any and all claims and demands which may be made against the City, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee, participant, volunteer, or agent of True Colors or any subcontractor under this Agreement, however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the City, its officers, agents or employees.
- (d) Any and all claims and demands which may be made against the City, its officers, agents, or employees by reason of any infringement or alleged infringement of any copyright or trademark caused by or alleged to have been caused by True Colors or any subcontractor under this Agreement.
- (e) Any and all penalties imposed or damages sought on account of the violation of any law or regulation of any term or condition of any permit in connection with this Agreement.
- (f) True Colors at its own cost, expense and risk shall defend any and all suits, actions, or other legal proceedings that may be brought or instituted by third persons against the City, its officers, agents, or employees on any such claim or demand referred to in paragraphs (a), (b), (c) and (d) above, of such third persons, or to enforce any penalty referred to in paragraph (e) above and pay and satisfy any judgment or decree that may be rendered against the City, its officers, agents, or employees in any such suit, action, or other legal proceeding.
- (g) Any and all claims and demands which may be made against the City, its officers, agents or employees for any loss or damage to materials and equipment owned, rented or borrowed by True Colors, its employees, subcontractors, participants, volunteers, sponsors or any others under its project management.

ARTICLE 13. INSURANCE

True Colors, at its sole cost and expense, shall obtain and maintain in full force and affect throughout the entire term of this Agreement, insurance coverage for its contractors and its subcontractors, if any. The City is to be named as co-insured with liability coverage of at least one million dollars (\$1,000,000) to be attached to this Agreement prior to its final approval. Certificates of such insurance shall be filed with the City concurrently with the execution of this Agreement. The certificate shall be subject to the City Risk Manager's approval and shall contain

an endorsement stating that said insurance is primary coverage and will not be canceled or altered by the insurer except after providing notice to the City's Risk Manager. Current certificates of such insurance shall be kept on file at all times during the term of this Agreement. All of the aforementioned is in accordance with Exhibit B, Facilities Reservation and Use Guidelines, Section VI. B.

ARTICLE 14. FORCE MAJEURE

Neither the City nor True Colors shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, act of public enemies, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, nothing herein shall relieve or be construed to relieve True Colors from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 15. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. §§ 50-18-70 *et seq.*, applies to this Agreement. True Colors acknowledges that any documents or computerized data True Colors provides to the City may be subject to public release. True Colors also acknowledges that documents and computerized data it creates or holds in relation to this Agreement may be subject to public release, including documents turned over to the City. True Colors shall cooperate with and provide assistance to the City in rapidly responding to Open Records Act requests. True Colors shall notify the City of any Open Records Act requests within 24 hours following receipt of the requests by True Colors and shall promptly comply with the City's instructions or requests in responding to such requests.

ARTICLE 16. GOVERNING LAW

This agreement shall be governed by the laws of the State of Georgia.

ARTICLE 17. SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 18. ENTIRE AGREEMENT

This Agreement, together with exhibits that are specified in Article 1 above, which are incorporated herein by reference constitutes the entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the related exhibits and schedules (other than an exception

expressly set forth as such in the schedules), the statements in the body of this Agreement shall control.]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, as attested and witnessed and their respective seals, if applicable, to be hereunto affixed as of the day and year first above written.

KENNY LEON’S TRUE COLORS THEATRE COMPANY

By: _____
Chandra Stephens-Albright, Managing Director

CITY OF SOUTH FULTON, GEORGIA

By: _____
Mayor
City of South Fulton

ATTEST:

S. Diane White
City Clerk

APPROVED AS TO FORM:

Emilia Walker
Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of 2020 Production Rental Agreement with True Colors Theatre

DATE: February 25, 2020

SUBJECT: Council Approval of 2020 Production Rental Agreement with True Colors Theatre

REFERENCE:

CONCLUSION:

Council Approval of 2020 Production Rental Agreement with True Colors Theatre (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
2020 Production Rental Agreement	Cover Memo	2/19/2020



PARKS, RECREATION & CULTURAL AFFAIRS

True Colors Theatre Company
2020 Production Rental Agreement

Event Date(s): 2020 Season

“School Girls; Or, The African Mean Girls Play” - 2/2/20 – 3/10/20

“Marie & Rosetta” - 6/7/20 -- 7/14/20

w/ possible extension through 7/19/20



PARKS, RECREATION & CULTURAL AFFAIRS

ARTS CENTER RENTAL AGREEMENT

This rental agreement ("Agreement"), made this **25th** day of **February, 2020**, details the agreed upon responsibilities and obligations between the City of South Fulton Department of Parks, Recreation, and Cultural Affairs ("Lessor") and **True Colors Theatre Company** ("Lessee) in regard to the following event: **School Girls: Or, The African Mean Girls Play (February 2, 2020 – March 10, 2020)** and **Marie & Rosetta (June 7, 2020 – July 14, 2020 [with a possible extension through July 19, 2020])**.

Lessee

Representative: **Chandra Stephens-Albright** Position: **Managing Director**
Address: **887 West Marietta St, Suite J-102** City: **Atlanta** State: **GA** Zip: **30318**
Office Phone: **404.532.1901 ext. 206** Cell Phone: **404.285.3080** Fax: **N/A**
Email: **CSA@truecolorstheatre.org**

Alternate Contact: **Jamil Jude** Cell Phone: **N/A**
Email: **jjude@truecolorstheatre.org**

Arts Center Location

- | | |
|---|--|
| <input type="checkbox"/> South Fulton Arts Center
4645 Butner Road
College Park, GA 30349
404.612.3087 | <input checked="" type="checkbox"/> Southwest Arts Center
915 New Hope Road SW
Atlanta, GA 30331
404.613.3220 |
|---|--|

Area(s) specifically usable by Lessee pursuant to this Agreement

- | | |
|--|--|
| <input checked="" type="checkbox"/> Black Box | <input checked="" type="checkbox"/> Green Room |
| <input checked="" type="checkbox"/> Box Office | <input checked="" type="checkbox"/> Lawn/Patio |
| <input checked="" type="checkbox"/> Classroom | <input checked="" type="checkbox"/> Lobby |
| <input checked="" type="checkbox"/> Concessions Area | <input checked="" type="checkbox"/> Multi-Purpose Room |
| <input checked="" type="checkbox"/> Parking Lot | <input checked="" type="checkbox"/> Music Room |
| <input checked="" type="checkbox"/> Dance Studio | <input checked="" type="checkbox"/> Scene Shop |
| <input type="checkbox"/> Gallery | <input checked="" type="checkbox"/> Theater |

Agreed:

1. Lessee agrees to pay a total of **\$30,160.00** in fees for the space(s), items(s), and/or services(s) specified in Attachment A and a refundable damage/security deposit of **\$ 900.00** due at contract signing. Said sum shall be paid in full by 5:00pm on the specified dates laid out on **page 8**. Acceptable forms of payment are credit/debit card, cashier's checks and money orders payable to The City of South Fulton. Please prepare two separate checks, each payable to City of South Fulton. **Failure to make this payment on the date specified shall result in cancellation of this rental agreement and you will lose the non-refundable deposit.**
2. If available at the center, Lessor shall provide in-house sound and lighting only. Additional equipment and other items may be provided by Lessee at Lessee's expense, and Lessee assumes all liability for any such equipment. The center manager or designee must pre-approve any and all such equipment and items prior to installation or use. Where applicable, theater rentals also include use of dressing rooms, green room, and costume room.
3. **Security is required for each event and is the responsibility of the Lessee.** Lessee should contact City of South Fulton Security (404.613.5976) or the City of South Fulton Police Department (404.613.5714) to arrange security details. See Attachment B for rules specific to this Agreement.
4. Only Lessor-approved exhibition, technical, and production staff shall be used, including the exhibition installer, sound engineer, lighting engineer, deck electrician/flyman, audio visual technician, and house manager. Lessee shall be solely responsible for paying exhibition, technical, and production staff prior to the event's opening date. Said staff must be paid for a minimum of four (4) hours per call. House management must be paid for a minimum of five (5) hours per call. Acceptable forms of payment are cash, cashier's checks, and money orders, and shall be made payable to the contracted staff member. Personal and business checks will not be accepted. **Failure to make these payments on the date specified shall result in cancellation of this rental agreement. See Attachment A for fees specific to this Agreement.**
5. All applicable fire code regulations must be adhered to. This includes, but is not limited to, not exceeding maximum room capacities, not blocking hallways or exits, and not using open flames, fire products, or pyrotechnics. Smoking is prohibited. All facilities must remain ADA compliant at all times.
6. Lessee must use a licensed caterer. Proper documentation shall be presented to Lessor no later than three (3) weeks prior to the event.
7. Alcoholic beverages may be served only if approval has been granted by Lessor prior to the event. Any and all alcoholic beverages must be dispensed by duly licensed individuals. Cash bars are not allowed unless they are provided through a caterer. Any and all caterers furnishing a cash bar must present a pouring license to the center manager or designee three (3) weeks prior to the event.
8. Lessee shall not use Lessor's logo. A sample of the invitation or announcement of the event must be provided to and approved by the center manager or designee prior to printing, distribution, or any advertisement. All advertising and promotion is the sole responsibility of Lessee, including any expenses incurred for such. Lessee shall provide to the center manager or designee a local telephone number for information about the event and for ticketing. Lessor will direct inquiries to the telephone number provided by the Lessee.
9. Lessor is not responsible for nor will Lessor be involved in ticketing, ticket sales, or box office staffing or operations. Lessor is not responsible for nor will Lessor receive cash, checks, or any other form of payment on behalf of Lessee. Any and all tickets sold will be handled exclusively by Lessee who will contract, at Lessee's expense, a Lessor-approved ticket consultant. Through said ticket consultant, Lessee may set up on-line ticket sales, if applicable. Lessee shall also provide, at Lessee's expense, box office staff for day of event(s). Box office shall be open one hour prior to event's advertised start time. Lessee is solely responsible for any and all ticket refunds and for resolving ticketing disputes. All fees associated with ticket sales are the sole responsibility of Lessee.

10. Lessee or Lessee's designee(s) may sell and/or distribute merchandise in designated areas on day(s) of event. Lessee is solely responsible for all financial transactions related to sale(s) of the merchandise and for providing staffing. Only licensed caterers may sell baked goods or non-packaged food items. Center staff shall not be involved in the sale of the merchandise in any way. Vendor merchandise must be directly related to event or vendor must be an event sponsor. All merchandise/services must be approved by the center manager or designee no later than three (3) weeks prior to event. Non-approved vendors will not be allowed to set up at the event. Lessor is not responsible for items associated with the sale and/or distribution of merchandise. See Attachments A and B for applicable fees and rules for merchandise sales specific to this agreement.
11. Lessor reserves the right to sell concessions. See Attachments A and B for applicable fees and rules for concession sales specific to this agreement.
12. All Lessee staff, members, volunteers, artists, and others associated with Lessee shall conduct themselves in a professional and ethical manner in accordance with public event protocols at all times while at the Lessor facility and act in accordance with the laws of City of South Fulton and the State of Georgia. Lessee, its staff, volunteers, artists, vendors, and any other agents contracted by the Lessee, all persons entering Lessor property to assist the Lessee with any aspect of the Lessee's event, whether hired by Lessee or a volunteer, and all event attendees must follow all applicable City of South Fulton security procedures.
13. Lessee assumes all legal and financial responsibility for its contractual obligations to staff, volunteers, artists, and any other vendors contracted by Lessee for event including payment of fees, housing, transportation, hospitality, catering, promotions, advertising, and other obligations. Failure to meet all contractual obligations shall result in cancellation of this rental agreement.
14. Lessee agrees to release, indemnify, defend, and hold harmless Lessor, City of South Fulton, its Commissioners, officers, employees, subcontractors, successors, assigns, and agents from and against any and all losses (including death), claims, damages, liabilities, costs, and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Lessee, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this agreement. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of City of South Fulton only and shall not establish, of itself, any liability to third parties.
15. Lessee agrees to release Lessor from any and all liability, injury, loss of property, actions or suits of whatever nature from or related to the attendance or participation in an event sponsored by the Lessee. In addition, Lessee agrees to assume responsibility for damage to the center and/or theft of its contents caused by anyone attending Lessee's event as well as any individual on the premises during the period of time for which Lessee has leased the facility.
16. Lessee shall provide proof of liability insurance to the center manager or designee three (3) weeks prior to the event. Minimum coverage required for the Southwest Arts Center Performance Theatre and Gallery is Commercial General Liability Insurance in amounts no less than \$1,000,000 per occurrence; \$2,000,000 General Aggregate. **Note: the Acord. Certificate of Liability Insurance should name Southwest Arts Center as the Additional Insured on the policy.**
17. Lessee shall comply with each of the rules, regulations, and rates set forth in Attachments A and B, both of which are incorporated by reference and thereby made a part hereof. This agreement is not valid unless Attachments A and B are attached. Lessee shall also comply with any additional rules and regulations that Lessor may provide to Lessee.
18. This agreement may be cancelled by Lessor if Lessee fails to meet the established deadline for payment. Either party may cancel for cause with 30 days written notice.

19. This agreement has been made in and shall be governed in accordance with the laws of the State of Georgia.

20. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

FOR THE LESSEE:

FOR THE LESSOR:

Signature

City Manager

Printed Name

Approve as to Form:

Office of the City Attorney



PARKS, RECREATION & CULTURAL AFFAIRS

ATTACHMENT A RENTAL FEES SCHEDULE

CENTER: Southwest Arts Center

Lessee: True Colors Theatre Company

Name of Event: 2019-2020 Season

All fees must be paid in full by 5:00 pm on dates specified below.

Failure to make this payment on the date specified shall result in cancellation of the event.

Venue & Items	Rate	Date of Use	Time of Use	Length of Use/No.	Total
Theater (School Girls Run)	\$1750/week	2/2/20 - 3/10/20	Varies	5 weeks	\$ 8,750.00
Theater (Marie & Rosetta Run)	\$1750/week	6/7/20 - 7/14/20	Varies	5 weeks	\$ 8,750.00
				TOTAL Venue fees	\$17,500.00
Theater **possible extension**	\$1750/week	7/15/20 - 7/21/20	Varies	1 week	\$ 1,750.00

*Please make your cashier's check or money order payable to **City of South Fulton Arts & Culture – SWAC.***

Technicians/Services	School Girls				
	Feb 11 - Feb 16 (7 shows total)	Feb 19 - Feb 23 (7 shows total)	Feb 26 - Mar 1 (7 shows total)	Mar 4 - Mar 8 (7 shows total)	Total Due
House Manager # of hrs x \$18	5hrs/show	5hrs/show	5hrs/show	5hrs/show	\$ 2,520.00
Security # of hrs x \$30	4hrs/show	4hrs/show	4hrs/show	4hrs/show	\$ 3,360.00
Other dates for Technical Services will be determined by the attached TCTC production schedule. **Lessee is responsible for booking security for each show.** **Lessee is responsible for paying production staff accordingly.**				TOTAL Tech fees	\$5,880.00

Technicians/Services	Marie & Rosetta				
	June 16 - June 21 (7 shows total)	June 24 - June 28 (7 shows total)	July 1 - July 5 (7 shows total)	July 8 - July 12 (7 shows total)	Total Due
House Manager # of hrs x \$18	5hrs/show	5hrs/show	5hrs/show	5hrs/show	\$ 2,520.00
Security # of hrs x \$30	4hrs/show	4hrs/show	4hrs/show	4hrs/show	\$ 3,360.00
Other dates for Technical Services will be determined by the attached TCTC production schedule. **Lessee is responsible for booking security for each show.** **Lessee is responsible for paying production staff accordingly.**				TOTAL Tech fees	\$5,880.00

Acceptable forms of payment are cash, cashier's checks, money orders, and business checks.
Checks and money orders must be made payable to the exhibition/technical/production staff member.

Summary of Fees	
Venue Fees	\$17,500.00
Security Deposit (refundable)	\$ 900.00
Tech Fees	\$ 11,760.00
TOTAL fees to be paid	\$30,160.00

Schedule of Payments		
Due <u>Wednesday,</u> <u>February 26,</u> <u>2020</u> before 5pm	Payment #1 Venue Fees for School Girls	\$ 8,750.00
	Payment #2 Security Deposit for School Girls	\$ 300.00
Due <u>Sunday, June</u> <u>07, 2020</u> before 5pm	Payment #1 Venue Fees for Marie and Rosetta	\$ 8,750.00
	Payment #2 Security Deposit for Marie and Rosetta	\$ 300.00
Due day of service	Tech Fees – payable to individual production staff on date of show.	\$ 18,100.00



PARKS, RECREATION & CULTURAL AFFAIRS

ATTACHMENT B

RATES AND RULES FOR USE OF SOUTHWEST ARTS CENTER

Southwest Arts Center ("Center") is a public facility operated by the City of South Fulton Department of Arts & Culture ("FCAC"), which receives its support from public sources. The building and contents are the responsibility of the City. The use of the Center is made available to groups and/or individuals under specific conditions outlined below and in the Arts Center Rental Agreement of which this Attachment B is a part.

1. **A non-refundable rental deposit** must be paid at contract signing. It is understood that this deposit is forfeited if Lessee cancels less than three (3) weeks prior to the start date of the Lessee's rental period. Acceptable forms of payment are cashier's checks and money orders made payable to City of South Fulton.
2. **A refundable damage/security deposit** must be paid at contract signing. This payment is returned to Lessee within one (1) week after event if there is no damage to the Center's premises or property, and if Lessee restores premises and property to the conditions in which they were rented. Acceptable forms of payment are cashier's checks and money orders made payable to City of South Fulton.
3. Use of the Center's black cloth chairs for events with food requires a **\$250 refundable deposit** and must be arranged at least one (1) week prior to event. Lessee understands that this deposit is forfeited if there is any damage to any of the chairs. Acceptable forms of payment are cashier's checks and money orders made payable to City of South Fulton.
4. At least one (1) City of South Fulton officer must be on site for each day of an event. The officer is required to arrive 1.5 hours prior to the advertised start of the event and to remain on the premises until the last patron has exited the campus. Security must be arranged through City of South Fulton Security (404.613.5976) or the City of South Fulton Police Department at (404.613.5714). **Proof that security has been contracted must be provided to the Center manager or designee at least one (1) week before the event.**
5. When reserving the Center, the rental is not confirmed until Lessee has signed a rental agreement and paid all required fees.
6. Lessee is allowed access to the building solely for the purpose of set-up no earlier than two (2) hours prior to the event, based on availability. Access for additional set-up time for special lighting, sound systems, catering, etc., will be charged accordingly.
7. Lessee is to schedule a pre-event logistics meeting and venue walk-through at contract signing. All arrangements for Lessee's event, including set-up of equipment and scheduling of installation and deliveries, must be cleared with the center manager or designee at least one (1) week in advance.
8. The barrier in front of the mural in the lobby must not be moved or replaced. No objects or any kind may be placed against the mural.
9. Food and drink (except bottled water) are prohibited in the Theater. No food or drink can be served in the Gallery.
10. Lessee is responsible for setting up dressing rooms for rehearsals, sound checks, and performances.

11. Lessee is responsible for acquiring, purchasing, maintaining, and securing props, costumes, and other materials used for the event, i.e. batteries for wireless microphones, specialty lighting gel, etc. Center is not responsible for the property of the Lessee, its volunteers, staff, cast members, contractors, or anyone attending the event.
12. Lessee is responsible for cleaning up all areas used for their event and for returning rooms to their original state after each use. No furniture, equipment, appliances, or artwork are to be removed from any rooms without prior approval the Center manager or designee.
13. Center will not provide food or beverages for green room, dressing rooms, or backstage. If hospitality is desired, those arrangements and costs are the sole responsibilities of the Lessee.
14. Caterers are responsible for all materials brought into the building and for clean-up. In no case may catering equipment or supplies be left in the building after the conclusion of the event for a later pick-up. Center is not responsible for any lost or stolen catering supplies or equipment or any other property of the caterers and/or Lessee.
15. Lessee may sell and/or distribute merchandise and/or material in designated areas of the theater lobby on the day of the event, and Center will provide **2** table(s) and **4** chair(s) for this purpose. Please note that tablecloths/covers will not be provided; they must be provided by the Lessee. Tablecloths/covers must fit an eight-foot (8') table, cover all four sides of the table, and hang to the floor. No items may be sold or distributed from non-covered tables.
16. All vendors, including Lessee, must be set up 1.5 hours prior to the scheduled start of the event. Any vendor that is not set up by the allotted time will forfeit the use of their table. Only licensed caterers/food vendors may sell baked good or non-packaged food items on campus.
17. If Center does not sell concessions but allows Lessee to do so, all concessions must be sold from the concessions counter and must be individually factory-packaged items.
18. Tables, chairs, etc., that Lessee has rented from an outside company and that are not picked up at the end of Lessee's event must be stacked neatly in the designated space.
19. Center will provide normal cleaning of the premises. The removal of leftover ice, glassware, china, and foodstuff is not considered normal cleaning and is the responsibility of the caterer and/or Lessee. Whether or not a caterer is used, Lessee is responsible for ensuring that all trash is properly disposed of and that all food preparation/bar area items, surfaces, and floors are cleaned.
20. Lessee shall not remove or alter any of the basic design or construction of the premises. Lessee shall not attach, adhere, fasten, or rig any equipment or material to the premises without the prior written approval of the center manager or designee.
21. Parking is limited; therefore, Lessee must comply with all applicable statutes and laws with regard to parking for the disabled and/or all other individuals. Parking is at your own risk. Center is not responsible for any theft or vandalism related to parking in the area.
22. For productions in the theater, Lessee will provide Center with **40** house tickets for the event on its opening night and, if applicable, **4** house tickets for all subsequent performances.

By signing my name below, I certify that I have read the rules, regulations, and rates set forth in Attachments A and B. Any questions concerning these policies have been discussed. My signature also certifies my understanding of, and agreement with, the above policies. I understand I am responsible for all charges.

Lessee: _____
Signature

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of 2020 Rehearsal Rental Agreement with True Colors Theatre

DATE: February 25, 2020

SUBJECT: Council Approval of 2020 Rehearsal Rental Agreement with True Colors Theatre

REFERENCE:

CONCLUSION:

Council Approval of 2020 Rehearsal Rental Agreement with True Colors Theatre (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
2020 Rehearsal Rental Agreement	Cover Memo	2/19/2020



PARKS, RECREATION & CULTURAL AFFAIRS

True Colors Theatre Company

2020 Rehearsal Rental Agreement

Event Date(s): 2020 Season
"School Girls; Or, The African Mean Girls Play" - 1/14/20 – 2/2/20
"Marie & Rosetta" - 5/19/20 -- 6/7/20



PARKS, RECREATION & CULTURAL AFFAIRS

ARTS CENTER RENTAL AGREEMENT

This rental agreement ("Agreement"), made this **25th** day of **February, 2020**, details the agreed upon responsibilities and obligations between the City of South Fulton Department of Parks, Recreation, and Cultural Affairs ("Lessor") and **True Colors Theatre Company** ("Lessee) in regard to the following event: **School Girls; Or, The African Mean Girls Play (February 2, 2020 – March 10, 2020)** and **Marie & Roseffa (June 7, 2020 – July 14, 2020 [with a possible extension through July 19, 2020])**.

Lessee

Representative: **Chandra Stephens-Albright** Position: **Managing Director**
Address: **887 West Marietta St, Suite J-102** City: **Atlanta** State: **GA** Zip: **30318**
Office Phone: **404.532.1901 ext. 206** Cell Phone: **404.285.3080** Fax: **N/A**
Email: **CSA@truecolorstheatre.org**

Alternate Contact: **Jamil Jude** Cell Phone: **N/A**
Email: **jjude@truecolorstheatre.org**

Arts Center Location

- | | |
|---|--|
| <input type="checkbox"/> Abernathy Arts Center
254 Johnson Ferry Road NW
Sandy Spring, GA 30328
404.613.6172 | <input checked="" type="checkbox"/> Southwest Arts Center
915 New Hope Road SW
Atlanta, GA 30331
404.613.3220 |
| <input type="checkbox"/> Aviation Community Cultural Center
3900 Aviation Circle NW
Atlanta, GA 30336
404.612.8600 | <input type="checkbox"/> West End Performing Arts Center
945 Ralph David Abernathy Boulevard
Atlanta, GA 30310
404.613.6465 |
| <input type="checkbox"/> South Fulton Arts Center
4645 Butner Road
College Park, GA 30349
404.612.3087 | |

Area(s) specifically usable by Lessee pursuant to this Agreement

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Black Box | <input type="checkbox"/> Gallery | <input checked="" type="checkbox"/> Scene Shop |
| <input checked="" type="checkbox"/> Box Office | <input checked="" type="checkbox"/> Green Room | <input checked="" type="checkbox"/> Theater |
| <input checked="" type="checkbox"/> Classroom | <input checked="" type="checkbox"/> Lawn/Patio | |
| <input checked="" type="checkbox"/> Concessions Area | <input checked="" type="checkbox"/> Lobby | |
| <input checked="" type="checkbox"/> Parking Lot | <input checked="" type="checkbox"/> Multi-Purpose Room | |
| <input checked="" type="checkbox"/> Dance Studio | <input checked="" type="checkbox"/> Music Room | |

Agreed:

1. Lessee agrees to pay a total of **\$5,850.00** in fees for the space(s), items(s), and/or services(s) specified in Attachment A and a refundable damage/security deposit of **\$ 600.00** due at contract signing. Said sum shall be paid in full by 5:00pm on the specified dates laid out on **page 7**. Acceptable forms of payment are cashier's checks and money orders payable to the City of South Fulton. Please prepare two separate checks, each payable to the City of South Fulton. **Failure to make this payment on the date specified shall result in cancellation of this rental agreement and you will lose the non-refundable deposit.**
2. If available at the center, Lessor shall provide in-house sound and lighting only. Additional equipment and other items may be provided by Lessee at Lessee's expense, and Lessee assumes all liability for any such equipment. The center manager or designee must pre-approve any and all such equipment and items prior to installation or use. Where applicable, theater rentals also include use of dressing rooms, green room, and costume room.
3. **Security is required for each event and is the responsibility of the Lessee.** Lessee should contact the City of South Fulton Police Department (470-809-7300) to arrange security details. See Attachment B for rules specific to this Agreement.
4. Only Lessor-approved exhibition, technical, and production staff shall be used, including the exhibition installer, sound engineer, lighting engineer, deck electrician/flyman, audio visual technician, and house manager. Lessee shall be solely responsible for paying exhibition, technical, and production staff prior to the event's opening date. Said staff must be paid for a minimum of four (4) hours per call. House management must be paid for a minimum of five (5) hours per call. Acceptable forms of payment are cash, cashier's checks, and money orders, and shall be made payable to the contracted staff member. Personal and business checks will not be accepted. **Failure to make these payments on the date specified shall result in cancellation of this rental agreement. See Attachment A for fees specific to this Agreement.**
5. All applicable fire code regulations must be adhered to. This includes, but is not limited to, not exceeding maximum room capacities, not blocking hallways or exits, and not using open flames, fire products, or pyrotechnics. Smoking is prohibited. All facilities must remain ADA compliant at all times.
6. Lessee must use a licensed caterer. Proper documentation shall be presented to the Cultural Affairs Manager no later than three (3) weeks prior to the event.
7. Alcoholic beverages may be served only if approval has been granted by Lessor prior to the event. Any and all alcoholic beverages must be dispensed by duly licensed individuals. Cash bars are not allowed unless they are provided through a caterer. Any and all caterers furnishing a cash bar must present a pouring license to the Cultural Affairs Manager or designee three (3) weeks prior to the event.
8. Lessee shall not use Lessor's logo. A sample of the invitation or announcement of the event must be provided to and approved by the center manager or designee prior to printing, distribution, or any advertisement. All advertising and promotion is the sole responsibility of Lessee, including any expenses incurred for such. Lessee shall provide to the center manager or designee a local telephone number for information about the event and for ticketing. Lessor will direct inquiries to the telephone number provided by the Lessee.
9. Lessor is not responsible for nor will Lessor be involved in ticketing, ticket sales, or box office staffing or operations. Lessor is not responsible for nor will Lessor receive cash, checks, or any other form of payment on behalf of Lessee. Any and all tickets sold will be handled exclusively by Lessee who will contract, at Lessee's expense, a Lessor-approved ticket consultant. Through said ticket consultant, Lessee may set up on-line ticket sales, if applicable. Lessee shall also provide, at Lessee's expense, box office staff for day of event(s). Box office shall be open one hour prior to event's advertised start time. Lessee is solely responsible for any and all ticket refunds and for resolving ticketing disputes. All fees associated with ticket sales are the sole responsibility of Lessee.
10. Lessee or Lessee's designee(s) may sell and/or distribute merchandise in designated areas on day(s) of event. Lessee is solely responsible for all financial transactions related to sale(s) of the merchandise and for providing staffing. Only licensed caterers may sell baked goods or non-packaged food items. Center staff shall not be

involved in the sale of the merchandise in any way. Vendor merchandise must be directly related to event or vendor must be an event sponsor. All merchandise/services must be approved by the center manager or designee no later than three (3) weeks prior to event. Non-approved vendors will not be allowed to set up at the event. Lessor is not responsible for items associated with the sale and/or distribution of merchandise. See Attachments A and B for applicable fees and rules for merchandise sales specific to this agreement.

11. Lessor reserves the right to sell concessions. See Attachments A and B for applicable fees and rules for concession sales specific to this agreement.
12. All Lessee staff, members, volunteers, artists, and others associated with Lessee shall conduct themselves in a professional and ethical manner in accordance with public event protocols at all times while at the Lessor facility and act in accordance with the laws of the City of South Fulton and the State of Georgia. Lessee, its staff, volunteers, artists, vendors, and any other agents contracted by the Lessee, all persons entering Lessor property to assist the Lessee with any aspect of the Lessee's event, whether hired by Lessee or a volunteer, and all event attendees must follow all applicable City of South Fulton policies and procedures.
13. Lessee assumes all legal and financial responsibility for its contractual obligations to staff, volunteers, artists, and any other vendors contracted by Lessee for event including payment of fees, housing, transportation, hospitality, catering, promotions, advertising, and other obligations. Failure to meet all contractual obligations shall result in cancellation of this rental agreement.
14. Lessee agrees to release, indemnify, defend, and hold harmless Lessor, the City of South Fulton, its Commissioners, officers, employees, subcontractors, successors, assigns, and agents from and against any and all losses (including death), claims, damages, liabilities, costs, and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Lessee, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this agreement. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of City of South Fulton only and shall not establish, of itself, any liability to third parties.
15. Lessee agrees to release Lessor from any and all liability, injury, loss of property, actions or suits of whatever nature from or related to the attendance or participation in an event sponsored by the Lessee. In addition, Lessee agrees to assume responsibility for damage to the center and/or theft of its contents caused by anyone attending Lessee's event as well as any individual on the premises during the period of time for which Lessee has leased the facility.
16. Lessee shall provide proof of liability insurance to the Cultural Affairs Manager or designee three (3) weeks prior to the event. Minimum coverage required for the Southwest Arts Center Performance Theatre and Gallery is Commercial General Liability Insurance in amounts no less than \$1,000,000 per occurrence; \$2,000,000 General Aggregate. **Note: the Acord. Certificate of Liability Insurance should name Southwest Arts Center as the Additional Insured on the policy.**
17. Lessee shall comply with each of the rules, regulations, and rates set forth in Attachments A and B, both of which are incorporated by reference and thereby made a part hereof. This agreement is not valid unless Attachments A and B are attached. Lessee shall also comply with any additional rules and regulations that Lessor may provide to Lessee.
18. This agreement may be cancelled by Lessor if Lessee fails to meet the established deadline for payment. Either party may cancel for cause with 30 days written notice.
19. This agreement has been made in and shall be governed in accordance with the laws of the State of Georgia.

20. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

FOR THE LESSEE:

FOR THE LESSOR:

Signature

City Manager

Printed Name

Approve as to Form:

City Attorney



PARKS, RECREATION & CULTURAL AFFAIRS

ATTACHMENT A RENTAL FEES SCHEDULE

CENTER: Southwest Arts Center

Lessee: True Colors Theatre Company

Name of Event: 2020 Season

All fees must be paid in full by 5:00 pm on dates specified below.

Venue & Items	Rate	Date of Use	Time of Use	Length of Use/No.	Total
Theater (School Girls Reh.)	\$875/week	1/14/20 - 2/9/20	Varies	3 weeks	\$ 2,625.00
Theater (Marie & Rosetta Reh.)	\$875/week	5/19/20 - 6/14/20	Varies	3 weeks	\$ 2,625.00
				TOTAL Venue fees	\$5,250.00

Schedule of Payments		
Due <u>Wednesday,</u> <u>February 26,</u> <u>2020</u> before 5pm	Payment #1 Venue Fees for School Girls	\$ 2,625.00
	Payment #2 Security Deposit for School Girls	\$ 300.00
Due <u>Tuesday, May</u> <u>19, 2020</u> before 5pm	Payment #1 Venue Fees for Marie and Rosetta	\$ 2,625.00
	Payment #2 Security Deposit for Marie and Rosetta	\$ 300.00



PARKS, RECREATION & CULTURAL AFFAIRS

Summary of Fees	
Venue Fees	\$5,250.00
Security Deposit (refundable)	\$ 600.00
TOTAL fees to be paid	\$5,850.00

Acceptable forms of payment are cashier's checks, money orders, and business checks.

Checks and money orders must be made payable to the exhibition/technical/production staff member.

Please make your cashier's check or money order payable to City of South Fulton.

Failure to make this payment on the date specified shall result in cancellation of the event.



PARKS, RECREATION & CULTURAL AFFAIRS

ATTACHMENT B RATES AND RULES FOR USE OF SOUTHWEST ARTS CENTER

Southwest Arts Center ("Center") is a public facility operated by the City of South Fulton's Department of Parks, Recreation and Cultural Affairs, which receives its support from public sources. The building and contents are the responsibility of the City. The use of the Center is made available to groups and/or individuals under specific conditions outlined below and in the Arts Center Rental Agreement of which this Attachment B is a part.

1. **A non-refundable rental deposit** must be paid at contract signing. It is understood that this deposit is forfeited if Lessee cancels less than three (3) weeks prior to the start date of the Lessee's rental period. Acceptable forms of payment are cashier's checks and money orders made payable to the City of South Fulton.
2. **A refundable damage/security deposit** must be paid at contract signing. This payment is returned to Lessee within **one (1) week** after event if there is no damage to the Center's premises or property, and if Lessee restores premises and property to the conditions in which they were rented. Acceptable forms of payment are cashier's checks and money orders made payable to City of South Fulton.
3. Use of the Center's black cloth chairs for events with food requires a **\$250 refundable deposit** and must be arranged at least one (1) week prior to event. Lessee understands that this deposit is forfeited if there is any damage to any of the chairs. Acceptable forms of payment are cashier's checks and money orders made payable to City of South Fulton.
4. At least one (1) City of South Fulton officer must be on site for each day of an event. The officer is required to arrive 1.5 hours prior to the advertised start of the event and to remain on the premises until the last patron has exited the campus. Security must be arranged through the South Fulton Police Department (470-809-7300) **Proof that security has been contracted must be provided to the Cultural Affairs Manager or designee at least one (1) week before the event.**
5. When reserving the Center, the rental is not confirmed until Lessee has signed a rental agreement and paid all required fees.
6. Lessee is allowed access to the building solely for the purpose of set-up no earlier than two (2) hours prior to the event, based on availability. Access for additional set-up time for special lighting, sound systems, catering, etc., will be charged accordingly.
7. Lessee is to schedule a pre-event logistics meeting and venue walk-through at contract signing. All arrangements for Lessee's event, including set-up of equipment and scheduling of installation and deliveries, must be cleared with the center manager or designee at least one (1) week in advance.
8. The barrier in front of the mural in the lobby must not be moved or replaced. No objects or any kind may be placed against the mural.
9. Food and drink (except bottled water) are prohibited in the Theater. No food or drink can be served in the Gallery.
10. Lessee is responsible for setting up dressing rooms for rehearsals, sound checks, and performances.
11. Lessee is responsible for acquiring, purchasing, maintaining, and securing props, costumes, and other

materials used for the event, i.e. batteries for wireless microphones, specialty lighting gel, etc. Center is not responsible for the property of the Lessee, its volunteers, staff, cast members, contractors, or anyone attending the event.

12. Lessee is responsible for cleaning up all areas used for their event and for returning rooms to their original state after each use. No furniture, equipment, appliances, or artwork are to be removed from any rooms without prior approval the Center manager or designee.
13. Center will not provide food or beverages for green room, dressing rooms, or backstage. If hospitality is desired, those arrangements and costs are the sole responsibilities of the Lessee.
14. Caterers are responsible for all materials brought into the building and for clean-up. In no case may catering equipment or supplies be left in the building after the conclusion of the event for a later pick-up. Center is not responsible for any lost or stolen catering supplies or equipment or any other property of the caterers and/or Lessee.
15. Lessee may sell and/or distribute merchandise and/or material in designated areas of the theater lobby on the day of the event, and Center will provide **2** table(s) and **4** chair(s) for this purpose. Please note that tablecloths/covers will not be provided; they must be provided by the Lessee. Tablecloths/covers must fit an eight-foot (8') table, cover all four sides of the table, and hang to the floor. No items may be sold or distributed from non-covered tables.
16. All vendors, including Lessee, must be set up 1.5 hours prior to the scheduled start of the event. Any vendor that is not set up by the allotted time will forfeit the use of their table. Only licensed caterers/food vendors may sell baked good or non-packaged food items on campus.
17. If Center does not sell concessions but allows Lessee to do so, all concessions must be sold from the concessions counter and must be individually factory-packaged items.
18. Tables, chairs, etc., that Lessee has rented from an outside company and that are not picked up at the end of Lessee's event must be stacked neatly in the designated space.
19. Center will provide normal cleaning of the premises. The removal of leftover ice, glassware, china, and foodstuff is not considered normal cleaning and is the responsibility of the caterer and/or Lessee. Whether or not a caterer is used, Lessee is responsible for ensuring that all trash is properly disposed of and that all food preparation/bar area items, surfaces, and floors are cleaned.
20. Lessee shall not remove or alter any of the basic design or construction of the premises. Lessee shall not attach, adhere, fasten, or rig any equipment or material to the premises without the prior written approval of the Cultural Affairs Manager or designee.
21. Parking is limited; therefore, Lessee must comply with all applicable statutes and laws with regard to parking for the disabled and/or all other individuals. Parking is at your own risk. Center is not responsible for any theft or vandalism related to parking in the area.
22. For productions in the theater, Lessee will provide the City of South Fulton Parks, Recreation and Cultural Affairs Department with **40** house tickets for the event on its opening night and, if applicable, **4** house tickets for all subsequent performances.

By signing my name below, I certify that I have read the rules, regulations, and rates set forth in Attachments A and B. Any questions concerning these policies have been discussed. My signature also certifies my understanding of, and agreement with, the above policies. I understand I am responsible for all charges.

Lessee: _____
Signature

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of an Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of an Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of an Instructor and Service Agreement with Marisa Mathathey for Ceramics at South Fulton Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Marisa Mahathey	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February _____, 2020 _____ by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Marisa Mahathey _____, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in **Ceramics** at South Fulton Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)	
A. Instructor's Percentage	<u>70%</u>
B. Instructor's Wage per Registrant	_____
C. Rec. Dept. Fee per Registrant	_____
D. Day(s) Activity Occurs	_____
E. Time(s) Activity Meets	_____
F. Date Activity Begins	_____
G. Activity to be held (4 of times)	_____
H. Supplies:	
City Provided	_____
Instructor Provided	_____
Not Applicable	_____

A. Event:	_____
B. Corals Wage/Event\$	_____
C. Contractor to be utilized at	
All events	_____
On a continuing sis	_____
As needed	_____
D. Day(s) of event(s)	_____
E. Time(s) of event(s)	_____
F. Date program(s) begin(s)	_____
G. Supplies	
City Provided	_____
Instructor Provided	_____
Not Applicable	_____

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.
6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to

obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the South Fulton Arts Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.
13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.

14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Kaya Camp for Dance at South Fulton Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Kaya Camp	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Kaya Camp, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Dance at South Fulton Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)

- | | |
|-------------------------------------|------------|
| A. Instructor's Percentage | <u>70%</u> |
| B. Instructor's Wage per Registrant | _____ |
| C. Rec. Dept. Fee per Registrant | _____ |
| D. Day(s) Activity Occurs | _____ |
| E. Time(s) Activity Meets | _____ |
| F. Date Activity Begins | _____ |
| G. Activity to be held (4 of times) | _____ |
| H. Supplies: City Provided | _____ |
| Instructor Provided | _____ |
| Not Applicable | _____ |

- | | |
|---------------------------------|---------------------|
| A. Event: | _____ |
| B. Corals Wage/Event\$ | _____ |
| C. Contractor to be utilized at | _____ |
| ___ All events | |
| ___ On a continuing sis | |
| ___ As needed | |
| D. Day(s) of event(s) | _____ |
| E. Time(s) of event(s) | _____ |
| F. Date program(s) begin(s) | _____ |
| G. Supplies | City Provided _____ |
| Instructor Provided | _____ |
| Not Applicable | _____ |

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the South Fulton Arts Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Kawon Jones for Visual Arts at South Fulton Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Kawon Jones	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Kawon Jones, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in **Visual Arts** at South Fulton Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)	
A. Instructor's Percentage	<u>70%</u>
B. Instructor's Wage per Registrant	_____
C. Rec. Dept. Fee per Registrant	_____
D. Day(s) Activity Occurs	_____
E. Time(s) Activity Meets	_____
F. Date Activity Begins	_____
G. Activity to be held (4 of times)	_____
H. Supplies:	
City Provided	
Instructor Provided	
Not Applicable	

A. Event:	_____
B. Corals Wage/Event\$	_____
C. Contractor to be utilized at	
All events	
On a continuing sis	
As needed	
D. Day(s) of event(s)	_____
E. Time(s) of event(s)	_____
F. Date program(s) begin(s)	_____
G. Supplies	
City Provided	—
Instructor Provided	
Not Applicable	

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.
6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to

obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the SOUTH FULTON ARTS CENTER personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.
13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.

14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Ballethnic Dance Company for Ballet and Dance at South Fulton Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Ballethnic Dance	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Ballenthnic Dance Company, hereinafter referred to as the

Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in **Ballet / Dance** at South Fulton Arts Center Facility and to abide by the terms of the Contract listed herein below.

2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)	
A. Instructor's Percentage	<u>70%</u>
B. Instructor's Wage per Registrant	_____
C. Rec. Dept. Fee per Registrant	_____
D. Day(s) Activity Occurs	_____
E. Time(s) Activity Meets	_____
F. Date Activity Begins	_____
G. Activity to be held (4 of times)	_____
H. Supplies:	_____
City Provided	_____
Instructor Provided	_____
Not Applicable	_____

A. Event:	_____
B. Corals Wage/Event\$	_____
C. Contractor to be utilized at	_____
All events	_____
On a continuing sis	_____
As needed	_____
D. Day(s) of event(s)	_____
E. Time(s) of event(s)	_____
F. Date program(s) begin(s)	_____
G. Supplies	City Provided _____
	Instructor Provided _____
	Not Applicable _____

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the SOUTH FULTON ARTS CENTER personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs

5565 Stonewall Tell Road

College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Theresa Mingo for Visual Arts at Southwest Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Theresa Mingo	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Theresa Mingo, hereinafter referred to as the

Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Visual Arts at Southwest Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)	
A. Instructor's Percentage	<u>70%</u>
B. Instructor's Wage per Registrant	_____
C. Rec. Dept. Fee per Registrant	_____
D. Day(s) Activity Occurs	_____
E. Time(s) Activity Meets	_____
F. Date Activity Begins	_____
G. Activity to be held (4 of times)	_____
H. Supplies:	
City Provided	_____
Instructor Provided	_____
Not Applicable	_____

A. Event:	_____
B. Corals Wage/Event\$	_____
C. Contractor to be utilized at	
All events	_____
On a continuing sis	_____
As needed	_____
D. Day(s) of event(s)	_____
E. Time(s) of event(s)	_____
F. Date program(s) begin(s)	_____
G. Supplies	
City Provided	_____
Instructor Provided	_____
Not Applicable	_____

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the Southwest Arts Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Kelly Goodson for Vocal Lessons at Southwest Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Kelly Goodson	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Kelly Goodson, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Vocal Lessons at Southwest Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)

- | | |
|-------------------------------------|------------|
| A. Instructor's Percentage | <u>70%</u> |
| B. Instructor's Wage per Registrant | _____ |
| C. Rec. Dept. Fee per Registrant | _____ |
| D. Day(s) Activity Occurs | _____ |
| E. Time(s) Activity Meets | _____ |
| F. Date Activity Begins | _____ |
| G. Activity to be held (4 of times) | _____ |
| H. Supplies: City Provided | |
| Instructor Provided | |
| Not Applicable | |

- | | |
|---------------------------------|---------------------|
| A. Event: | _____ |
| B. Corals Wage/Event\$ | _____ |
| C. Contractor to be utilized at | _____ |
| ___ All events | |
| ___ On a continuing sis | |
| ___ As needed | |
| D. Day(s) of event(s) | _____ |
| E. Time(s) of event(s) | _____ |
| F. Date program(s) begin(s) | _____ |
| G. Supplies | City Provided ___ |
| | Instructor Provided |
| | Not Applicable |

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the Southwest Arts Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Kyoko Thomas for Clay Flower Art at Southwest Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Kyoko Thomas	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Kyoko Thomas, hereinafter referred to as the

Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Clay Flower Art at Southwest Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)	
A. Instructor's Percentage	<u>70%</u>
B. Instructor's Wage per Registrant	_____
C. Rec. Dept. Fee per Registrant	_____
D. Day(s) Activity Occurs	_____
E. Time(s) Activity Meets	_____
F. Date Activity Begins	_____
G. Activity to be held (4 of times)	_____
H. Supplies:	
City Provided	_____
Instructor Provided	_____
Not Applicable	_____

A. Event:	_____
B. Corals Wage/Event\$	_____
C. Contractor to be utilized at	
All events	_____
On a continuing sis	_____
As needed	_____
D. Day(s) of event(s)	_____
E. Time(s) of event(s)	_____
F. Date program(s) begin(s)	_____
G. Supplies	
City Provided	_____
Instructor Provided	_____
Not Applicable	_____

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
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10. Instructors must immediately notify the Southwest Arts Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
 5565 Stonewall Tell Road
 College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Stacie Jackson for Web Design and Kids Crafts at Southwest Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Stacie Jackson	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Stacie Jackson, hereinafter referred to as the

Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Web Design & Kids Crafts at Southwest Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)	
A. Instructor's Percentage	<u>70%</u>
B. Instructor's Wage per Registrant	_____
C. Rec. Dept. Fee per Registrant	_____
D. Day(s) Activity Occurs	_____
E. Time(s) Activity Meets	_____
F. Date Activity Begins	_____
G. Activity to be held (4 of times)	_____
H. Supplies:	
City Provided	_____
Instructor Provided	_____
Not Applicable	_____

A. Event:	_____
B. Corals Wage/Event\$	_____
C. Contractor to be utilized at	
All events	_____
On a continuing sis	_____
As needed	_____
D. Day(s) of event(s)	_____
E. Time(s) of event(s)	_____
F. Date program(s) begin(s)	_____
G. Supplies	
City Provided	_____
Instructor Provided	_____
Not Applicable	_____

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
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9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the Southwest Arts Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

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14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Tiffany Mingo for Dance at Southwest Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Tiffany Mingo	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Tiffany Mingo, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in **Dance** at Southwest Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)	
A. Instructor's Percentage	<u>70%</u>
B. Instructor's Wage per Registrant	_____
C. Rec. Dept. Fee per Registrant	_____
D. Day(s) Activity Occurs	_____
E. Time(s) Activity Meets	_____
F. Date Activity Begins	_____
G. Activity to be held (4 of times)	_____
H. Supplies:	_____
City Provided	_____
Instructor Provided	_____
Not Applicable	_____

A. Event:	_____
B. Corals Wage/Event\$	_____
C. Contractor to be utilized at	_____
All events	_____
On a continuing sis	_____
As needed	_____
D. Day(s) of event(s)	_____
E. Time(s) of event(s)	_____
F. Date program(s) begin(s)	_____
G. Supplies	City Provided _____
	Instructor Provided _____
	Not Applicable _____

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.
6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to

obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the Southwest Arts Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.
13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.

14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Julia Mason for Youth and Adult Sewing at Southwest Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Julia Mason	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February _____, 2020 _____ by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Julia Mason _____, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Youth/Adult Sewing at Southwest Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)	
A. Instructor's Percentage	<u>70%</u>
B. Instructor's Wage per Registrant	_____
C. Rec. Dept. Fee per Registrant	_____
D. Day(s) Activity Occurs	_____
E. Time(s) Activity Meets	_____
F. Date Activity Begins	_____
G. Activity to be held (4 of times)	_____
H. Supplies: City Provided	_____
Instructor Provided	_____
Not Applicable	_____

A. Event:	_____
B. Corals Wage/Event\$	_____
C. Contractor to be utilized at	_____
All events	_____
On a continuing sis	_____
As needed	_____
D. Day(s) of event(s)	_____
E. Time(s) of event(s)	_____
F. Date program(s) begin(s)	_____
G. Supplies City Provided	_____
Instructor Provided	_____
Not Applicable	_____

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the Southwest Arts Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Brian Hebert for Visual Arts at Southwest Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Brian Hebert	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February _____, 2020 _____ by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Brian Hebert _____, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Visual Arts at Southwest Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)	
A. Instructor's Percentage	<u>70%</u>
B. Instructor's Wage per Registrant	_____
C. Rec. Dept. Fee per Registrant	_____
D. Day(s) Activity Occurs	_____
E. Time(s) Activity Meets	_____
F. Date Activity Begins	_____
G. Activity to be held (4 of times)	_____
H. Supplies:	City Provided _____
	Instructor Provided _____
	Not Applicable _____

A. Event:	_____
B. Corals Wage/Event\$	_____
C. Contractor to be utilized at	_____
	<input type="checkbox"/> All events
	<input type="checkbox"/> On a continuing sis
	<input type="checkbox"/> As needed
D. Day(s) of event(s)	_____
E. Time(s) of event(s)	_____
F. Date program(s) begin(s)	_____
G. Supplies	City Provided _____
	Instructor Provided _____
	Not Applicable _____

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the Southwest Arts Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
 5565 Stonewall Tell Road
 College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Homer Duke for art Therapy at Southwest Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Homer Duke	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February _____, 2020 _____ by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Homer Duke _____, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Art Therapy at Southwest Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)	
A. Instructor's Percentage	<u>70%</u>
B. Instructor's Wage per Registrant	_____
C. Rec. Dept. Fee per Registrant	_____
D. Day(s) Activity Occurs	_____
E. Time(s) Activity Meets	_____
F. Date Activity Begins	_____
G. Activity to be held (4 of times)	_____
H. Supplies:	
City Provided	
Instructor Provided	
Not Applicable	

A. Event:	_____
B. Corals Wage/Event\$	_____
C. Contractor to be utilized at	
All events	<input type="checkbox"/>
On a continuing sis	<input type="checkbox"/>
As needed	<input type="checkbox"/>
D. Day(s) of event(s)	_____
E. Time(s) of event(s)	_____
F. Date program(s) begin(s)	_____
G. Supplies	
City Provided	<input type="checkbox"/>
Instructor Provided	<input type="checkbox"/>
Not Applicable	<input type="checkbox"/>

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the Southwest Arts Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Aaron Goodson for Theatre Arts at Southwest Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Aaron Goodson	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Aaron Goodson, hereinafter referred to as the

Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Theatre Arts at Southwest Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)

A. Instructor's Percentage	<u>70%</u>
B. Instructor's Wage per Registrant	_____
C. Rec. Dept. Fee per Registrant	_____
D. Day(s) Activity Occurs	_____
E. Time(s) Activity Meets	_____
F. Date Activity Begins	_____
G. Activity to be held (4 of times)	_____
H. Supplies: City Provided	_____
Instructor Provided	_____
Not Applicable	_____

A. Event:	_____
B. Corals Wage/Event\$	_____
C. Contractor to be utilized at	_____
___ All events	
___ On a continuing sis	
___ As needed	
D. Day(s) of event(s)	_____
E. Time(s) of event(s)	_____
F. Date program(s) begin(s)	_____
G. Supplies	City Provided _____
Instructor Provided	_____
Not Applicable	_____

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the Southwest Arts Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:
Council Approval of Instructor and Service Agreement with Jelani Jones for Dance at Southwest Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Jelani Jones	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Jelani Jones, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Dance at Southwest Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)

- | | |
|-------------------------------------|------------|
| A. Instructor's Percentage | <u>70%</u> |
| B. Instructor's Wage per Registrant | _____ |
| C. Rec. Dept. Fee per Registrant | _____ |
| D. Day(s) Activity Occurs | _____ |
| E. Time(s) Activity Meets | _____ |
| F. Date Activity Begins | _____ |
| G. Activity to be held (4 of times) | _____ |
| H. Supplies: City Provided | _____ |
| Instructor Provided | _____ |
| Not Applicable | _____ |

- | | |
|---------------------------------|-------|
| A. Event: | _____ |
| B. Corals Wage/Event\$ | _____ |
| C. Contractor to be utilized at | _____ |
| All events | _____ |
| On a continuing sis | _____ |
| As needed | _____ |
| D. Day(s) of event(s) | _____ |
| E. Time(s) of event(s) | _____ |
| F. Date program(s) begin(s) | _____ |
| G. Supplies City Provided | _____ |
| Instructor Provided | _____ |
| Not Applicable | _____ |

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the Southwest Arts Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
 5565 Stonewall Tell Road
 College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Brittany Sullivan for Dance at Southwest Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Brittany Sullivan	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February _____, 2020 _____ by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Brittany Sullivan _____, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in **Dance** at Southwest Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)	
A. Instructor's Percentage	<u>70%</u>
B. Instructor's Wage per Registrant	_____
C. Rec. Dept. Fee per Registrant	_____
D. Day(s) Activity Occurs	_____
E. Time(s) Activity Meets	_____
F. Date Activity Begins	_____
G. Activity to be held (4 of times)	_____
H. Supplies:	
City Provided	
Instructor Provided	
Not Applicable	

A. Event:	_____
B. Corals Wage/Event\$	_____
C. Contractor to be utilized at	
All events	
On a continuing sis	
As needed	
D. Day(s) of event(s)	_____
E. Time(s) of event(s)	_____
F. Date program(s) begin(s)	_____
G. Supplies	
City Provided	—
Instructor Provided	
Not Applicable	

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.
6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to

obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the SOUTHWEST ARTS CENTER personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.
13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.

14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Judy Simon for Creative and Cursive Writing at Southwest Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Judy Simon	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February _____, 2020 _____ by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Judy Simon _____, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in Creative & Cursive Writing at Southwest Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)	
A. Instructor's Percentage	<u>70%</u>
B. Instructor's Wage per Registrant	_____
C. Rec. Dept. Fee per Registrant	_____
D. Day(s) Activity Occurs	_____
E. Time(s) Activity Meets	_____
F. Date Activity Begins	_____
G. Activity to be held (4 of times)	_____
H. Supplies:	City Provided _____
	Instructor Provided _____
	Not Applicable _____

A. Event:	_____
B. Corals Wage/Event\$	_____
C. Contractor to be utilized at	_____
	<input type="checkbox"/> All events
	<input type="checkbox"/> On a continuing sis
	<input type="checkbox"/> As needed
D. Day(s) of event(s)	_____
E. Time(s) of event(s)	_____
F. Date program(s) begin(s)	_____
G. Supplies	City Provided _____
	Instructor Provided _____
	Not Applicable _____

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the Southwest Arts Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Wlanvi Zainsou for Music Instruction at Southwest Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Wlanvi Zainsou	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February, 2020 by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Wlanvi Zainsou, hereinafter referred to as the

Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in **Music Instruction** at Southwest Arts Center Facility and to abide by the terms of the Contract listed herein below.

2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)	
A. Instructor's Percentage	<u>70%</u>
B. Instructor's Wage per Registrant	_____
C. Rec. Dept. Fee per Registrant	_____
D. Day(s) Activity Occurs	_____
E. Time(s) Activity Meets	_____
F. Date Activity Begins	_____
G. Activity to be held (4 of times)	_____
H. Supplies:	_____
City Provided	
Instructor Provided	
Not Applicable	

A. Event:	_____
B. Corals Wage/Event\$	_____
C. Contractor to be utilized at	_____
All events	
On a continuing sis	
As needed	
D. Day(s) of event(s)	_____
E. Time(s) of event(s)	_____
F. Date program(s) begin(s)	_____
G. Supplies	City Provided _____
	Instructor Provided _____
	Not Applicable _____

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.

6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.
7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the Southwest Arts Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.

13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
 5565 Stonewall Tell Road
 College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Instructor and Service Agreement

DATE: February 25, 2020

SUBJECT: Council Approval of Instructor and Service Agreement

REFERENCE:

CONCLUSION:

Council Approval of Instructor and Service Agreement with Lyrric Jackson for Dance at Southwest Arts Center (PRCA)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Instructor and Service Agreement_Lyrric Jackson	Cover Memo	2/19/2020

INSTRUCTOR/SERVICE CONTRACT

THIS CONTRACT made and entered into this 25 day of February _____, 2020 _____ by and between the CITY OF SOUTH FULTON, hereinafter referred to as the City, and Lyrric Jackson _____, hereinafter referred to as the Contractor.

WITNESSETH:

WHEREAS, the City is a political subdivision of Georgia, exercising the powers of government as well as performing administrative functions; and, WHEREAS, the Contractor desires to render services during the period hereinafter set forth:

NOW, THEREFORE, in consideration of the promises contained herein, it is agreed as follows:

1. The Contractor does hereby agree to render, personally, instruction/service in **Dance** at Southwest Arts Center Facility and to abide by the terms of the Contract listed herein below.
2. Explanation of how compensation works.

[CHECK METHOD OF PAYMENT AND COMPLETE THAT SIDE ONLY]

Payment by Percentage

Payment by Event

Fee Charged per Registrant (should equal sum C & D below)	
A. Instructor's Percentage	<u>70%</u>
B. Instructor's Wage per Registrant	_____
C. Rec. Dept. Fee per Registrant	_____
D. Day(s) Activity Occurs	_____
E. Time(s) Activity Meets	_____
F. Date Activity Begins	_____
G. Activity to be held (4 of times)	_____
H. Supplies:	_____
City Provided	_____
Instructor Provided	_____
Not Applicable	_____

A. Event:	_____
B. Corals Wage/Event\$	_____
C. Contractor to be utilized at	_____
All events	_____
On a continuing sis	_____
As needed	_____
D. Day(s) of event(s)	_____
E. Time(s) of event(s)	_____
F. Date program(s) begin(s)	_____
G. Supplies	City Provided _____
	Instructor Provided _____
	Not Applicable _____

Instruction/services provided in this agreement will end on or before April 1st, 2021.

3. The Contractor agrees and understands that any deviation on his/her part from the stated terms of this Contract will result in a breach of the Contract and may result in dismissal or other corrective actions deemed necessary and proper by the City in its sole discretion.
4. The Contractor agrees that he/she is an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee or representative of the City.
5. Contractor shall not allow any individual to participate in any activity contemplated by this Contract until such individual has registered through (1) a Parks, Recreation and Cultural Affairs approved registration process.
6. The Contractor will not be allowed to purchase materials or supplies in the name of the City of South Fulton Department of Parks, Recreation and Cultural Affairs. Any supplies needed for a class should be obtained or arrangements made to

obtain supplies when this Contract is approved. The Contractor may not enter into any contracts on the City's behalf or otherwise bind the City in any way and the Contractor shall not represent to any participant, third party or other person that the Contractor has authority to do so.

7. All registrations and/or enrollments shall be through the Department of Parks, Recreation and Cultural Affairs. The City will distribute registration payments to the Contractor on a monthly basis based on the number of participants registered pursuant to the method of payment indicated by this agreement
8. Maximum and minimum enrollment figures will be determined by the City's Department of Parks, Recreation and Cultural Affairs. Any variation from these figures will require written notice from the City's Department of Parks & Recreation.
9. The space and location of the activity is to be designated by the City's Department of Parks, Recreation and Cultural Affairs staff with the approval of the Director of Parks, Recreation and Cultural Affairs or his/her designee.
10. Instructors must immediately notify the Southwest Arts Center personnel where a class meets whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.

INSURANCE AND HOLD HARMLESS

11. The Contractor must procure and maintain (i) Workers Compensation and Employers' Liability Insurance in the following limits to cover each employee who is or may be engaged in activities under the agreement:

Workers Compensation – Statutory

Employers Liability - \$100,000 (each Accident) - \$100,000 (each employee) - \$500,000 (policy limit)

(ii) Commercial General Liability Insurance in an amount not less than \$100,000 per occurrence subject to a \$200,000 aggregate.

12. Contractor hereby agrees to release, indemnify, defend and hold harmless the City, its Councilmembers, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding or investigation caused by, relating to, based upon or arising out of any act or omission by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, invitees, event attendees, or otherwise in connection (directly or indirectly) with its acceptance, or the performance or non-performance of its obligations under this Contract. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph. This indemnity provision is for the protection of the City only and shall not establish, of itself, any liability to third parties.
13. This agreement constitutes the entire agreement between the parties and supersedes and replaces any prior oral or written agreements of any kind or nature whatsoever which may have existed between the City and the Contractor with respect to the subject matter hereof. Any approvals required to be given by the City hereunder must be given in writing to be valid. This agreement carries no implied future commitment of one party to the other, except as expressly detailed herein. This agreement has been made in, and shall be governed in accordance with, the laws of the State of Georgia. This agreement may be executed in one or more counterparts, each of which shall be deemed to be duplicate of the original, but all of which, taken together, shall constitute a single instrument.
13. The rights of the City under this Contract shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.

14. If the Contractor defaults on any obligation under this Contract or violates any term hereof, the City may terminate the Contract. The City may also terminate the Contract for its convenience or due to lack of enrollment.
15. Contractor may terminate this Contract without further obligation by giving the City thirty (30) days' notice in writing. This Contract may be terminated at any time by the City's Department of Parks, Recreation and Cultural Affairs due to lack of registration (adequate registration for classes will be determined on a case-by-case basis) or for the convenience of the City. Registration and fee collection will be conducted or supervised by a member of the City's Department of Parks, Recreation and Cultural Affairs staff.
16. This Contract may be modified only by a written agreement, approved by the City of South Fulton City Council, and signed by both the Contractor and the City. No waiver of the Contract's provisions shall be valid and binding unless in writing, approved by the City of South Fulton City Council and signed by the City and the Contractor.
17. The Contractor agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Contract.
18. For the purpose of this agreement, any notices to the Contractor shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

19. This Contract will be executed and implemented in Fulton County Georgia, and the City of South Fulton. Further, this Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Contract shall be in the Fulton City Superior Courts. If any part of this Contract is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Contract shall be in full force and effect.

Any notices to the City shall be hand delivered or transmitted by certified mail, postage prepaid to the following address:

City of South Fulton Department of Parks, Recreation, & Cultural Affairs
5565 Stonewall Tell Road
College Park, GA 30349

The Contract was approved by the City of South Fulton City Council on _____, _____ as Item _____.

In Witness Thereof, the parties hereto have set their hands and seals.

SIGNATURES ON FOLLOWING PAGE

CITY:

FULTON CITY, GEORGIA

CONTRACTOR:

[Contractor's Name]

_____,
William "Bill" Edwards, Mayor
City of South Fulton

ATTEST:

S. Diane White
Clerk to the Council (Seal)

Approved as to Content:

Director
Department of Parks & Recreation

Approved as to form:

Office of the City Attorney

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval of Amending Development Authority Resolution

DATE: February 25, 2020

SUBJECT: Council Approval of Amending Development Authority Resolution

REFERENCE:

CONCLUSION:

Council Approval of Amending Development Authority Resolution (**CM Willis**)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Amended Development Authority Resolution	Cover Memo	2/21/2020
Amended Development Authority Resolution	Cover Memo	2/21/2020

1 STATE OF GEORGIA
2 COUNTY OF FULTON
3 CITY OF SOUTH FULTON
4

5 A RESOLUTION AMENDING THE MEMBERSHIP OF THE CITY OF SOUTH FULTON
6 DEVELOPMENT AUTHORITY AND FOR OTHER LAWFUL PURPOSES
7

8 (Sponsored by Councilperson Edwards & Reeves)
9

10 WHEREAS, the City of South Fulton (“City”) is a municipal corporation duly
11 organized and existing under the laws of the State of Georgia;
12

13 WHEREAS, the duly elected governing authority of the City is the Mayor and
14 Council thereof (“City Council”);

15 WHEREAS, pursuant to O.C.G.A 36-62-1, et seq. (the “Development Authorities
16 Law”), a development authority is created in and for each county and municipal
17 corporations in the State of Georgia for nonprofit and public purposes;
18

19 WHEREAS, on or about April 23, 2019, the City adopted an amended resolution
20 establishing, by name and respective terms, the composition of the South Fulton
21 Development Authority;
22

23 WHEREAS, the City Council wishes to increase the composition of the South
24 Fulton Development Authority from seven members to nine through the adoption of this
25 Resolution; and

26 WHEREAS, this Resolution will benefit the health and general welfare of City
27 administration, citizens and the general public.

28
29 NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL that
30 the composition of the Board of Directors for the South Fulton Development Authority is
31 hereby increased from seven to nine directors. The two additional directors and their
32 respective terms are as follows:

33
34 Position 8 (to serve a 4-year term): TBA

35
36 Position 9 (to serve a 4-year term): TBA
37

38 *****

39 **Section 1.** It is hereby declared to be the intention of the Mayor and Council that: (a)
40 All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were,

41 upon their enactment, believed by the City Council to be fully valid, enforceable and
42 constitutional.

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

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

55 **Section 2.** All Resolutions and parts of Resolutions in conflict herewith are hereby
56 expressly repealed.

57 **Section 3.** The effective date of this Resolution shall be the date of adoption unless
58 provided otherwise by the City Charter or state and/or federal law.

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61

62 THIS RESOLUTION adopted this _____ day of _____ 2020.

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CITY OF SOUTH FULTON, GEORGIA

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69 WILLIAM "BILL" EDWARDS, MAYOR

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71

72 ATTEST:

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76 S. DIANE WHITE, CITY CLERK

77
78

79 APPROVED AS TO FORM:

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81

82 EMILIA C. WALKER, CITY ATTORNEY

83
84

85 The foregoing RESOLUTION No. 2020-____, adopted on _____ was
86 offered by Councilmember _____, who moved its approval. The motion was
87 seconded by Councilmember _____, and being put to a vote, the result was
88 as follows:

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	AYE	NAY
William "Bill" Edwards, Mayor	_____	_____
Catherine Foster Rowell	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Corey A. Reeves	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

1 **STATE OF GEORGIA**
2 **COUNTY OF FULTON**
3 **CITY OF SOUTH FULTON**

4
5 **A RESOLUTION AMENDING THE MEMBERSHIP OF THE CITY OF SOUTH FULTON**
6 **DEVELOPMENT AUTHORITY AND FOR OTHER LAWFUL PURPOSES**

7
8 **(Sponsored by Councilperson Edwards & Reeves)**
9

10 **WHEREAS**, the City of South Fulton (“City”) is a municipal corporation duly
11 organized and existing under the laws of the State of Georgia;

12
13 **WHEREAS**, the duly elected governing authority of the City is the Mayor and
14 Council thereof (“City Council”);

15 **WHEREAS**, pursuant to O.C.G.A 36-62-1, et seq. (the “Development Authorities
16 Law”), a development authority is created in and for each county and municipal
17 corporations in the State of Georgia for nonprofit and public purposes;

18
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20 establishing, by name and respective terms, the composition of the South Fulton
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22
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24 Fulton Development Authority from seven members to nine through the adoption of this
25 Resolution; and

26 **WHEREAS**, this Resolution will benefit the health and general welfare of City
27 administration, citizens and the general public.

28
29 **NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL** that
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31 hereby increased from seven to nine directors. The two additional directors and their
32 respective terms are as follows:

33
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35
36 Position 9 (to serve a 4-year term): TBA

37
38 *****

39 **Section 1.** It is hereby declared to be the intention of the Mayor and Council that: (a)
40 All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were,

41 upon their enactment, believed by the City Council to be fully valid, enforceable and
42 constitutional.

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

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

55 **Section 2.** All Resolutions and parts of Resolutions in conflict herewith are hereby
56 expressly repealed.

57 **Section 3.** The effective date of this Resolution shall be the date of adoption unless
58 provided otherwise by the City Charter or state and/or federal law.

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61

62 THIS RESOLUTION adopted this _____ day of _____ 2020.

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CITY OF SOUTH FULTON, GEORGIA

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69 WILLIAM "BILL" EDWARDS, MAYOR

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71

72 ATTEST:

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76 S. DIANE WHITE, CITY CLERK

77
78

79 APPROVED AS TO FORM:

80
81

82 EMILIA C. WALKER, CITY ATTORNEY

83
84

85 The foregoing RESOLUTION No. 2020-____, adopted on _____ was
86 offered by Councilmember _____, who moved its approval. The motion was
87 seconded by Councilmember _____, and being put to a vote, the result was
88 as follows:

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	AYE	NAY
William "Bill" Edwards, Mayor	_____	_____
Catherine Foster Rowell	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Corey A. Reeves	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM "BILL" EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Council Approval and 2nd Reading to Amend FY20 Budget Ordinance

DATE: February 25, 2020

SUBJECT: Council Approval and 2nd Reading to Amend FY20 Budget Ordinance

REFERENCE:

CONCLUSION:

Council Approval and 2nd Reading to Amend FY20 Budget Ordinance (Finance)

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

Description	Type	Upload Date
Memo_FY20 Budget Amendment	Cover Memo	2/19/2020
FY20 Budget Amendment_Blighted Properties	Cover Memo	2/20/2020

GOVERNMENT OF THE CITY OF SOUTH FULTON

OFFICE OF THE CITY MANAGER

WILLIAM “BILL” EDWARDS
MAYOR



ODIE DONALD II
CITY MANAGER

MEMORANDUM

TO: Mayor Edwards and City Council Members
FROM: Frank S. Milazi, Chief Financial Officer
DATE: February 4, 2020

SUBJECT: 2020 Budget Amendment #4
(a) Transfer funds from Contingency to Legal Counsel
(b) Blighted Properties Fund Creation
(c) Landfill Air Testing
(d) Fulton County Election Services Refund

Overview

1. Transfer of \$1,000,000 from contingency into Legal Counsel line for formal approval of the Governing Body.
2. Blighted Properties Fund was established after adopting ordinance to clear and maintain blighted properties citywide. \$200,000 will be required every year in the Blighted Properties Fund and this is the initial allocation to the fund for fiscal year 2020.
3. Council approved to allocated \$150,000 to be used for air testing at the Bishop landfill within the City of South Fulton.
4. The City received a refund from Fulton County for the election fees paid to the County for the 2019 Elections services to the City. \$80,000 of the refund was distributed within the City Clerk’s Budget from which the payment was made. \$142,000 balance of the refund is being allocated to the contingency.
5. Blighted Properties Fund creation for \$200,000 and Landfill Air testing for \$150,000 for a total of \$350,000 will come from the Insurance Premium Tax revenue that the City received over what was budgeted. The following is the distribution of \$2,000,000 additional Insurance Premium Tax revenue.

Received	\$7,000,000
Budgeted	<u>(\$5,000,000)</u>
Surplus	2,000,000
FC Election Refund	<u>142,000</u>
Sub Total	2,142,000
Southwest Art Center	(1,000,000)
Fire Breathing Equipment	(338,969)
Blighted Properties Fund	(200,000)
Bishop Landfill Air Testing	<u>(150,000)</u>
Unassigned	\$453,031

1
2 **STATE OF GEORGIA**
3 **COUNTY OF FULTON**
4 **CITY OF SOUTH FULTON**
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7 **AN ORDINANCE TO AMEND THE FISCAL YEAR 2020 BUDGET FOR**
8 **EACH FUND OF THE CITY OF SOUTH FULTON, GEORGIA,**
9 **APPROPRIATING THE AMOUNTS SHOWING IN EACH FUND AS**
10 **EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF**
11 **REVENUE ANTICIPATIONS, PROHIBITING EXPENDITURES OR**
12 **EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE**
13 **AND FOR OTHER LAWFUL PURPOSES**
14

15 **WHEREAS**, the City of South Fulton (“City”) is a municipal corporation duly
16 organized and existing under the laws of the State of Georgia;
17

18 **WHEREAS**, the duly elected governing authority of the City, is the Mayor and
19 Council thereof (“City Council”);

20 **WHEREAS**, sound governmental operations require a budget in order to plan
21 the financing of services for City residents;
22

23 **WHEREAS**, O.C.G.A. § 36-81-1 requires a balanced budget for the City’s fiscal
24 year, which runs from October 1st to September 30th of each year;
25

26 **WHEREAS**, O.C.G.A. § 36-81-3 authorizes a local government to amend “its
27 budget so as to adapt to changing governmental needs during the budget period.”
28

29 **WHEREAS**, Section 6.27 of the City Charter provides that “the City Council by
30 majority vote may make changes in the appropriations contained in the current
31 operating budget at any regular meeting or special or emergency meeting called for
32 such purposes;”
33

34 **WHEREAS**, the City Council has reviewed the amended budget as presented
35 by the City Manager;
36

37 **WHEREAS**, each of these funds is a balanced budget, so that anticipated
38 revenues and other financial resources for each fund equal the proposed expenditures
39 or expenses;
40

41 **WHEREAS**, the City Council wishes by this ordinance to adopt its Fiscal Year
42 2020 annual budget effective from October 1, 2019 through September 30, 2020; and
43

44 **WHEREAS**, this Ordinance will benefit the health and general welfare of the
45 City, its citizens and general public.
46

47 **NOW THEREFORE, THE COUNCIL OF THE CITY OF SOUTH FULTON**
 48 **HEREBY ORDAINS** as follows:

49 **Section 1. Amendment of Budget.** The Amended Fiscal Year 2020 Budget, attached
 50 hereto and incorporated herein as a part of this ordinance, is hereby adopted as the
 51 final budget for the City for the Fiscal Year 2020, which begins October 1, 2019 and
 52 ends September 30, 2020. A summary is copied below of the of the current Fiscal Year
 53 2020 budget

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 56 **City of South Fulton**
 57 **Proposed Budget Amendment for Fiscal Year 2020**
 58 **October 1, 2019 to September 30, 2020**
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Funds			
Revenues:	FY 2020 Adopted	FY2020 Amended	FY2020 Amended
General Fund	\$73,821,952	75,219,671	75,361,671
Older American Fund			
E- 911 Fund			
Restricted Grant Fund	4,198,772	5,064,602	5,064,602
Hotel/Motel Fund	240,000	240,000	240,000
TSPLOST	17,592,330	17,592,330	17,592,330
Capital Project	\$9,499,348	9,499,348	10,499,348
Capital Grant Fund	0	1,222,516	1,222,516
Solid Waste Fund	560,000	520,000	520,000
Debt Fund	0	0	0
Total Revenues	\$105,912,402	109,358,467	110,500,467
Expenditures:			
General Fund	69,193,310	70,671,029	70,463,029
Older American Fund	10,000	10,000	10,000
Blighted Properties	0	0	200,000
E- 911 Fund	2,000,000	1,920,000	1,920,000
Restricted Grant Fund	4,198,772	5,064,602	5,064,602
Hotel/Motel Fund	240,000	240,000	240,000
TSPLOST	17,592,330	17,592,330	17,592,330
Capital Project	\$11,160,089	11,160,089	12,310,089
Capital Grant Fund	0	1,222,516	1,222,516
Solid Waste Fund	560,000	520,000	520,000
Debt Service	957,901	957,901	957,901
Total Expenses	\$105,912,402	109,358,467	110,500,467
Net Surplus/Deficit	\$0	\$0	\$0

61
 62

- 63 1. **Appropriation.** That the several items of revenues, expenditures, other
64 financial resources, and sources of cash shown in the budget for each fund in
65 the amounts shown within the Adopted Fiscal Year 2020 Budget are hereby
66 adopted, and that the several amounts shown in the budget for each fund as
67 proposed expenditures or expenses and uses of cash are hereby appropriated
68 to the departments named in each fund.
69
- 70 2. **Legal Level of Control.** That the “legal level of control” as defined in O.C.G.A.
71 § 36-81-2 is set at the department level, meaning that the City Manager in
72 his/her capacity is authorized to move appropriations from one line item to
73 another within a department, but under no circumstances may expenditures or
74 expenses exceed the amount appropriated for a department without a further
75 budget amendment approved by the City Council.
76
- 77 3. **Expiration of Appropriations.** That all appropriations shall lapse at the end of
78 the fiscal year.
79

80 *****

81
82 **Section 2.** It is hereby declared to be the intention of the City Council that: (a) All
83 sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were,
84 upon their enactment, believed by the City Council to be fully valid, enforceable and
85 constitutional.

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

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

98 **Section 3.** All Ordinance and Resolutions in conflict herewith are hereby expressly
99 repealed.

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

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

107

108

109 THIS **ORDINANCE** adopted this _____ day of _____ 2020.

110

111 **CITY OF SOUTH FULTON, GEORGIA**

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114 **FIRST READING** _____

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116 **SECOND READING** _____

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121 _____
WILLIAM "BILL" EDWARDS, MAYOR

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126 **ATTEST:**

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S. DIANE WHITE, CITY CLERK

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137 **APPROVED AS TO FORM:**

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EMILIA C. WALKER, CITY ATTORNEY

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The foregoing **ORDINANCE No. 2020-_____** was adopted on _____ was moved for approval by Councilmember _____ and seconded by Councilmember _____, and being put to a vote, the result was as follows:

“FIRST READING”

	AYE	NAY
William “Bill” Edwards, Mayor	_____	_____
Catherine Foster Rowell	_____	_____
Carmalitha Lizandra Gumbs	_____	_____
Helen Zenobia Willis	_____	_____
Gertrude Naeema Gilyard	_____	_____
Corey A. Reeves	_____	_____
khalid kamau	_____	_____
Mark Baker	_____	_____