



# City of Powder Springs

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127  
www.cityofpowdersprings.org

## Meeting Agenda

### City Council

*Mayor*

*Albert Thurman*

*Council Members:*

*Henry Lust, Doris Dawkins, Dwayne Green, Patrick Bordelon,*

*Patricia Wisdom*

Monday, November 7, 2022

7:00 PM

Patricia C. Vaughn Cultural Arts Center & VIA ZOOM

**Onsite at Patricia Vaughn Cultural Arts Center - 4181 Atlanta Street**

**Pre-Meeting Discussion at 6:30PM**

**Join Zoom Meeting - <https://us06web.zoom.us/j/88540213166>**

**Meeting ID: 885 4021 3166 Dial: 1-929-205-6099**

#### **1. Call to Order**

#### **2. Invocation and Pledge of Allegiance**

Invocation to led by Daniel Gray.

Pledge of Allegiance to be led by Cub Scout Pack 405 Silver Comet District - Andrew Odom, Bryson Philpot, Jacob Tarnowski and Maxwell Bryant.

#### **3. Approval of Minutes**

**2022 -026** Council Minutes - 10/17/2022

**2022 -027** Work Session Minutes - 11/02/2022

#### **4. Mayor's Comments**

#### **5. Citizens Comments**

**Registration to speak at any City Council meeting, per City Charter, is the day of the meeting only beginning 20 minutes prior to the start of the meeting (6:40 - 7:00 PM). The first twelve registering to speak will be given five (5) minutes to address Mayor and Council with their comments. You can register by signing up in person at the Cultural Arts Center located at 4181 Atlanta Street - location of the on site meeting or by emailing [kaxt@cityofpowdersprings.org](mailto:kaxt@cityofpowdersprings.org) between 6:40 and 7:00 PM to register to speak.**

## 6. Public Reports | Presentations

School Board Update - L. Tre' Hutchins, Cobb County School Board Member -  
Post 3

PD Employee Recognition

## 7. City Attorney

### A. Consent Agenda

[RES0 22-166](#) A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LOWE ENGINEERS, LLC IN THE AMOUNT OF \$300,000 TO PERFORM AN INVENTORY AND ASSESSMENT OF THE STORMWATER SYSTEM, UPDATE THE CITY'S GIS SYSTEM, AND PROVIDE A CAPITAL PLAN FOR STORMWATER; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

*Attachments:* [RESOLUTION 2022 - 166 Stormwater Assessment award with ARPA.doc](#)

[RES0 22-167](#) A RESOLUTION APPROVING THE MEETING DATE SCHEDULE FOR THE MAYOR AND COUNCIL OF THE CITY OF POWDER SPRINGS FOR CALENDAR YEAR 2023; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*Attachments:* [2023 Proposed Council Calendar](#)  
[RESOLUTION 2022 - 167 Mayor and Council Meeting Schedule 2023](#)

[RES0 22-168](#) A RESOLUTION APPROVING AND RATIFYING THE INSTALLATION AND MONITORING OF A FIRE CELL UNIT AT THE MUNICIPAL COURT BUILDING FOR A COST OF \$762; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*Attachments:* [RESOLUTION 2022 - 168 Fire Cell Unit](#)  
[Powder Springs Fire Cell Unit Install\\_10\\_6\\_2022 \(002\).pdf](#)

[RES0 22-169](#) A RESOLUTION APPROVING AND RATIFYING THE PURCHASE OF GUARDIAN TRACKING SOFTWARE FOR USE BY THE CITY OF POWDER SPRINGS POLICE DEPARTMENT AS A PERFORMANCE MANAGEMENT TOOL IN THE AMOUNT OF \$6,840; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SAID PURCHASE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*Attachments:* [RESOLUTION 2022 - 169 Guardian Tracking software](#)  
[2022 10 24 Powder Springs Police Dept Client Agreement 10\\_18\\_2022 \(1\)\(1\)](#)

[RES0 22-170](#) APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CIVIC FORWARD STRATEGIES FOR CERTAIN LOBBYING SERVICES IN THE AMOUNT OF \$12,000; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*Attachments:* [Civic Forward Strategies Proposal for Governmental Relations and Lobbying Services](#) |  
[RESOLUTION 2022 - 170 Curb cuts 278](#)

[RES0 22-171](#) A RESOLUTION APPROVING AND AUTHORIZING AND APPROVING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF A SANITATION TRUCK FOR AN AMOUNT OF \$340,235 UNDER A SOURCEWELL CONTRACT DISTRIBUTOR; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*Attachments:* [Sourcewell-Sanitation Truck 15](#)  
[RESOLUTION 2022 - 171 Sanitation truck](#)

[RES0 22-172](#) A RESOLUTION ACCEPTING THE PROPOSAL OF S.H. CREEL CONTRACTING FOR THE REPAIR OF CERTAIN SIDEWALKS, CURBS AND ASPHALT FOR THE SUM OF \$42,910.00; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*Attachments:* [Infrastructure Repair Macedonia Dr.00](#)  
[RESOLUTION 2022 - 172 Macedonia sidewalk and road repair](#)

[RES0 22-173](#) A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ARDITO CONSTRUCTION COMPANY, INC. FOR AN AMOUNT OF \$17,600 TO CONSTRUCT A RETAINING WALL AT THE RECYCLING DROP OFF CENTER AT THE CITY PUBLIC WORKS FACILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*Attachments:* [RESOLUTION 2022 - 173 Retaining Wall](#)  
[Retaining Wall bid tab](#)  
[Retaining Wall recycling drop off](#)

[RES0 22-174](#) A RESOLUTION APPOINTING EDRICK HARRIS AND ELIZABETH JONSSON TO THE DEVELOPMENT AUTHORITY OF POWDER SPRINGS; APPOINTING CHARLIE ROSS TO THE DOWNTOWN DEVELOPMENT AUTHORITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*Attachments:* [RESOLUTION 2022 - 174 Board and Commission appointments](#)

[RES0 22-175](#) A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DEDUCTIVE CHANGE ORDER TO THE AGREEMENT WITH S.H. CREEL CONTRACTING IN THE AMOUNT OF \$16,850.37; AUTHORIZE THE MAYOR AND PUBLIC WORKS DIRECTOR TO EXECUTE ALL DOCUMENTS NEEDED TO CLOSE OUT THE PHASE I RECREATIONAL IMPROVEMENTS PROJECT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*Attachments:* [CO 1 Final - Letter to S.H Creel - City](#)  
[RESOLUTION 2022 - 175 Deductive Change Order PS Park](#)

[RES0 22-176](#) A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WAYNE WRIGHT TO PERFORM CERTAIN PROFESSIONAL SERVICES RELATED TO DEVELOPING A YOUTH COUNCIL, DEVELOPING A BEAUTIFICATION GRANT PROGRAM, DEVELOPING EQUITY PROVISIONS TO INCLUDE IN THE CITY'S PROCURMENT PROGRAM, ASSESSING THE CODE ENFORCEMENT PROCESS, ASSESSING THE DEVELOPMENT PROCESS AND IDENTIFYING APPROPRIATE MEASURES TO PARTNER WITH HABITAT FOR HUMANITY AND THE STATE DEPARTMENT OF COMMUNITY AFFAIRS PROGRAMS FOR WORKFORCE AND AFFORDABLE HOUSING; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

*Attachments:* [RESOLUTION 2022 - 176 Special Projects Assistance](#)

## **B. Regular Agenda | Public Hearing**

[PZ 22--031](#) Special Use. To consider a Special Use for a Front Yard Fence that exceeds the height of 3 feet. The property is located at 3455 Old Lost Mountain Road, within land lot 754 of the 19th District, 2nd Section, and Cobb County, Georgia. PIN: 19075400500.

*Attachments:* [PZ 22 - 031. DRAFT MOTION 11072022](#)  
[Special Use Application](#)  
[Variance Application](#)  
[Exhibits. PZ 22 031](#)

[ORD 22 -019](#) Ordinance - elected official salary

1st Reading - 11/07/22 2nd Reading - 12/5/22

[MOT 22 -017](#) Noise Ordinance - Late Night Foundation Pours Selig Enterprises, Heartwood -  
4493 Brownsville Rd

### **Oaths of Office - Boards and Commissions**

DAPS (Development Authority of Powder Springs) - Elizabeth Jonsson and Edrick Harris

DDA (Downtown Development Authority) - Charlie Ross

### **8. City Manager and City Council Reports**

### **9. Executive Session, if called for purposes of Real Estate, Litigation or Personnel Matters**

### **10. Adjournment**

*Following adjournment of Council Meetings, the Mayor and various Council Members often remain at the City Council meeting location podium to sign ordinances, resolutions and contracts, greet and speak with citizens, and discuss current events. To the extent this activity may be considered a meeting under the Georgia Open Meetings Law, the public is hereby notified thereof, and invited to attend.*

*For more information regarding any of actions included on this agenda, please visit [www.cityofpowdersprings.org](http://www.cityofpowdersprings.org) | Agendas & Minutes and select applicable meeting date. Clicking on the blue link will open all detail related to the action. Please note additional supporting information for the City Council Agenda may still be added up through the day of the City Council Meeting.*



# City of Powder Springs

## Staff Report

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127

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11/7/2022

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11/7/2022

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# City of Powder Springs

## Staff Report

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127

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11/7/2022

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## RESOLUTION NO. 2022 – 166

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**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LOWE ENGINEERS, LLC IN THE AMOUNT OF \$300,000 TO PERFORM AN INVENTORY AND ASSESSMENT OF THE STORMWATER SYSTEM, UPDATE THE CITY'S GIS SYSTEM, AND PROVIDE A CAPITAL PLAN FOR STORMWATER; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

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**WHEREAS**, the Mayor and City Council desire to assess the functioning of the City's stormwater system and the condition of stormwater infrastructure and to ensure its GIS system accurately depicts this data, and wishes to use this information to create a capital plan for stormwater, and has set aside funding from its American Rescue Plan Act grant for this purpose; and

**WHEREAS**, the City issued RFP 22-14 to solicit proposals from vendors with experience in inventorying and assessing stormwater assets, updating GIS systems, creating multi-year capital improvement plans, and holding appropriate professional credentials to perform such work, and opened proposals on September 16, 2022; and

**WHEREAS**, the Selection Committee reviewed the proposals submitted in response to RFP 22-14, conducted interviews with the top-ranked firms, and recommends awarding the contract to Lowe Engineers, LLC ("Lowe") as the highest-ranked firm based on its background and relevant experience, planned approach to the work, quality of references, and price; and

**WHEREAS**, Lowe has extensive experience providing the services sought through RFP 22-14, and has proposed to perform these services at a cost of \$170,000.00, with an additional amount of \$100,000 estimated for mobile camera services as needed and subject to approval by the City, plus a contingency for additional services that may be requested by the City during the course of the contract, for a total contract cost of \$300,000.00; and

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Powder Springs that it approves and authorizes the Mayor to execute an agreement with Lowe Engineers, LLC in the amount of \$300,000.00 to perform stormwater system and infrastructure assessment, subject to review and approval by the City Attorney. This resolution shall become effective immediately upon adoption.

**SO RESOLVED** this 7<sup>th</sup> day of November, 2022.

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Albert Thurman, Mayor

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Henry Lust, Council Member

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Doris Dawkins, Council Member

[additional signatures follow]

RESOLUTION NO. 2022 – 166

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\_\_\_\_\_  
Dwayne Green, Council Member

\_\_\_\_\_  
Patrick Bordelon, Council Member

\_\_\_\_\_  
Patricia Wisdom, Council Member

ATTEST: \_\_\_\_\_  
Kelly Axt, City Clerk



# City of Powder Springs

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127

## Staff Report

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11/7/2022

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### Action Summary:

Adoption of the 2023 City Council Calendar for Regular Called meetings per City Code.

### MIT Supported - Mark All Applicable

- Critical Staffing Needs (staffing shortages, retention)
- Financial Stability/Sustainability (diverse tax base)
- Safety & Protecting Community (code enforcement, stormwater)
- Commercial Development
- Downtown Development
- Tourism (increase share; museum should equitably represent community; events)
- Downtown Parking (address parking needs)
- Youth Program/Council (community center for youth and seniors; learning gap)
- Prepare for Growth and Development (infrastructure in place; annexation; curb cuts; recycling, signage)

### Staff Notes

This action is presented every year to Mayor and Council for official adoption per City Code - contemplating holiday conflicts like MLK Day and Juneteenth, if applicable - usually in November. This calendar, when published to the website and the Marietta Daily Journal, serves as the official regular meeting notification of the Mayor and City Council of Powder Springs. Any meetings of the Mayor and Council other than these dates require a special meeting. No MITs are specifically supported.



## 2023 CITY COUNCIL MEETINGS & WORK SESSIONS

The City Council meets at 7:00pm in the Patricia C. Vaughn Cultural Arts Center,  
4181 Atlanta St, Bldg. 1

(The City Council has a pre-discussion at 6:30pm prior to each Council Meeting, 4181 Atlanta St, Bldg. 1, Cultural Arts Center)

The Agenda Work Session begins at 5:00pm, Ford Reception Hall, 4181 Atlanta St, Bldg. 2

Month	Descriptions
January 2023	Council Meeting – Tuesday 3 <sup>rd</sup> (Due to New Year’s Day Holiday) Council Meeting - Tuesday 17 <sup>th</sup> (Due to Martin L. King Holiday) <span style="color: red;">Agenda Work Session – Wednesday 11<sup>th</sup> &amp; 25<sup>th</sup></span>
February 2023	Council Meeting – Monday 6 <sup>th</sup> & 20 <sup>th</sup> <span style="color: red;">Agenda Work Session – Wednesday 1<sup>st</sup> &amp; 15<sup>th</sup></span>
March 2023	Council Meeting – Monday 6 <sup>th</sup> & 20 <sup>th</sup> <span style="color: red;">Agenda Work Session – Wednesday 1<sup>st</sup>, 15<sup>th</sup> &amp; 29<sup>th</sup></span>
April 2023	Council Meeting – Monday 3 <sup>rd</sup> & 17 <sup>th</sup> <span style="color: red;">Agenda Work Session – Wednesday April 12<sup>th</sup> &amp; 26<sup>th</sup></span>
May 2023	Council Meeting – Monday 1 <sup>st</sup> & 15 <sup>th</sup> <span style="color: red;">Agenda Work Session – Wednesday 10<sup>th</sup> &amp; 31<sup>st</sup></span>
June 2023	Council Meeting – Monday 5 <sup>th</sup> & Tuesday 20 <sup>th</sup> (Due to Juneteenth Holiday) <span style="color: red;">Agenda Work Session – Wednesday 14<sup>th</sup></span>
July 2023	Council Meeting – Monday 17 <sup>th</sup> <span style="color: red;">Agenda Work Session – Wednesday 12<sup>th</sup></span>
August 2023	Council Meeting – Monday 21 <sup>st</sup> <span style="color: red;">Agenda Work Session – Wednesday 16<sup>th</sup></span>
September 2023	Council Meeting – Monday 18 <sup>th</sup> <span style="color: red;">Agenda Work Session – Wednesday 13<sup>th</sup> &amp; 27<sup>th</sup></span>
October 2023	Council Meeting – Monday 2 <sup>nd</sup> & 16 <sup>th</sup> <span style="color: red;">Agenda Work Session – Wednesday 11<sup>th</sup></span>
November 2023	Council Meeting – Monday 6 <sup>th</sup> & 20 <sup>th</sup> <span style="color: red;">Agenda Work Session – Wednesday 1<sup>st</sup>, 15<sup>th</sup> &amp; 29<sup>th</sup></span>
December 2023	Council Meeting – Monday 4 <sup>th</sup>

The Council meets on the first and third Monday of the month for its Regular Agenda Meeting at 7pm. During the months of July through September, the Council meets the third Monday of the month.

RESOLUTION NO. 2021 - 167

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**A RESOLUTION APPROVING THE MEETING DATE SCHEDULE FOR THE MAYOR AND COUNCIL OF THE CITY OF POWDER SPRINGS FOR CALENDAR YEAR 2023; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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**WHEREAS**, the Mayor and Council of the City of Powder Springs (the "City") previously established by ordinance the regular meeting schedule for the first and third Monday of each month, except for the months of July, August and September, for which the regular meeting is conducted on the third Monday and the month of December, for which the regular meeting is conducted on the first Monday;

**WHEREAS**, the City also meets regularly on certain Wednesdays preceding scheduled regular meetings to review the proposed meeting agenda and to hold certain executive sessions;

**WHEREAS**, based upon the meeting schedule established by said ordinance, the City Clerk has prepared a 2023 calendar of meeting dates, and the City desires to approve said calendar;

**NOW THEREFORE BE IT HEREBY RESOLVED** by the Mayor and Council for the City of Powder Springs that it approves the attached Exhibit "A" as the schedule of meeting dates for calendar year 2023. This resolution shall become effective immediately upon adoption.

**SO RESOLVED** this 7<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
Albert Thurman, Mayor

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Henry Lust, Council Member

\_\_\_\_\_  
Doris Dawkins, Council Member

\_\_\_\_\_  
Dwayne Green, Council Member

\_\_\_\_\_  
Patrick Bordelon, Council Member

\_\_\_\_\_  
Patricia Wisdom, Council Member

ATTEST: \_\_\_\_\_  
Kelly Axt, City Clerk



# City of Powder Springs

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127

## Staff Report

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11/7/2022

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### Action Summary:

Ratification of signed contract with Knine for cellular monitoring of the Municipal Court Building fire alarm system. This is a one year contract only.

### MIT Supported - Mark All Applicable

- Critical Staffing Needs (staffing shortages, retention)
- Financial Stability/Sustainability (diverse tax base)
- Safety & Protecting Community (code enforcement, stormwater)
- Commercial Development
- Downtown Development
- Tourism (increase share; museum should equitably represent community; events)
- Downtown Parking (address parking needs)
- Youth Program/Council (community center for youth and seniors; learning gap)
- Prepare for Growth and Development (infrastructure in place; annexation; curb cuts; recycling, signage)

### Staff Notes

Ratification of signed contract with Knine for cellular monitoring of the Municipal Court Building fire alarm system. This is a one year contract only. Budgeted in Gen Admin 1595 maintenance contracts/security monitoring.

## RESOLUTION 2022 - 168

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**A RESOLUTION APPROVING AND RATIFYING THE INSTALLATION AND MONITORING OF A FIRE CELL UNIT AT THE MUNICIPAL COURT BUILDING FOR A COST OF \$762; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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**WHEREAS** the City of Powder Springs (the “City”) Public Works staff has determined that fire monitoring at the municipal court building is not functioning and has requested the City’s security alarm monitoring company to install and monitor a fire cell unit;

**WHEREAS** in order to guarantee delivery and availability of equipment by Thanksgiving, a purchase order and contract execution was required prior to the next regularly scheduled council meeting;

**WHEREAS**, the City desires to ratify the Mayor’s electronic signature and purchase order for the installation and monitoring of a fire cell unit at the municipal court building for a cost of \$762.00;

**NOW THEREFORE**, be it hereby resolved by the Mayor and Council of the City of Powder Springs that the agreement for the installation of a fire cell unit at the municipal court building is hereby approved and ratified. This Resolution shall take effect immediately upon adoption.

**SO RESOLVED** this 7<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
Albert Thurman, Mayor

\_\_\_\_\_  
Henry Lust, Council Member

\_\_\_\_\_  
Doris Dawkins, Council Member

\_\_\_\_\_  
Dwayne Green, Council Member

\_\_\_\_\_  
Patrick Bordelon, Council Member

\_\_\_\_\_  
Patricia Wisdom, Council Member

Attest: \_\_\_\_\_  
Kelly Axt, City Clerk



Veteran Owned since 2004

Fire Alarm Systems • Security • Cameras • Access Control • 24/7 Monitoring • Voice/Data Cable

**PROPOSAL**

<b>TO: John Brown</b> Powder Springs Court	<b>Project:</b> Powder Springs Fire Cell Unit Install <b>Address:</b> 4483 Pineview Drive Powder Springs, GA 30127 <b>Date:</b> 10/6/2022
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Knine will install the customer provided fire cell unit at the municipal court building and test and program.

<b>1.</b>	<b>Labor</b>	<b>\$396.00</b>
<b>2.</b>	<b>Cell Service Per Year Non Auto Renewing</b>	<b>\$366.00</b>

<b>Subtotal:</b>	<b>\$762.00</b>
<i>*0% Tax:</i>	<i>\$0.00</i>
<b>TOTAL:</b>	<b>\$762.00</b>

**Terms and Conditions**

1. Prices and Payment - The total price for the Equipment and Services shall be stated in the applicable order, Quotes are valid for 15 days from the sent date. Expedited Orders may involve additional charges. Unless otherwise stated in the applicable Order, Customer's payment for cash or leased transactions is invoiced and due as follows: (a) Maintenance Service - monthly in advance, (b) Equipment Only Orders - 20% of the Total Equipment Price with Order, remainder at Equipment delivery, (c) Equipment and Installation Services – 10% of the total with the execution of the order, progress payments throughout the implementation of the order, 10% retainage held until completion of the order. Maintenance and Monitoring Services are invoiced and payable in advance (unless stated otherwise in the Order) beginning at Implementation at Customer’s individual site locations. Other Data Services shall be invoiced and payable upon Implementation per Customer’s individual site locations. Other Data Services shall be invoiced and payable upon Implementation per Customer’s individual site locations. Customer shall pay 25% of the estimate total for a mobilization fee Customer shall pay the amounts agreed to and invoiced by Knine All Systems, Inc. within thirty (30) days of receipt of invoice. The amounts listed in the Order are exclusive of, and Customer shall pay, all related delivery costs. If shipping charges are shown on an Order, they are an estimate only and shipping charges invoiced may vary from the estimate shown on the Order. In the event of a dispute between Customer and Knine All Systems, Inc. as to the correctness of items appearing on Knine All Systems, Inc.’s invoice, Customer may payment of the disputed items only.



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2. Taxes - All charges are exclusive of applicable federal, state or local taxes and fees. Knine All Systems, Inc. may invoice and Customer agrees to pay to Knine All Systems, Inc. amounts equal to any taxes resulting from this Agreement or any activities hereunder, exclusive of taxes on Knine All Systems, Inc.'s net income. Customer will be responsible for any ad valorem, property, or other taxes assessable on Equipment on or after delivery to the installation site.

3. Risk of Loss or Damage - All risk of loss or damage shall pass to Customer as to each item of Equipment on the date of delivery.

4. Changes in Customer Orders – Changes to an Order may only be made following agreement of Customer and Knine All Systems, Inc. to the change. If Customer and Knine All Systems, Inc. agree to minor changes in the Equipment or Services prior to Implementation, then Customer shall be charged or credited for the changed items. Appropriate documentation may be required so that additions or deletions may be recorded and charges or credits issued. The Customer's ability to delete items from an Order or to return Equipment is subject to Knine All Systems, Inc.'s ability to return the Equipment to the manufacturer. Reasonable restocking, shipping and handling charges may be assessed with respect to any items deleted or returned.

5. Limited Warranties – Knine All Systems, Inc. warrants that at Implementation, and for the duration of the warranty period referred to below, each item of Equipment, will function substantially in accordance with the manufacturer's published specifications, provided it is not damaged as set forth in Section 6 and is used according to standard operating instructions issued by the manufacturer or Knine All Systems, Inc. Unless otherwise stated in the Order, the warranty period for Equipment installed by Knine All Systems, Inc. is twelve (12) months from Implementation. In addition, (a) the warranty period for Equipment moves, additions and changes shall be the greater of ninety (90) days or the remainder of the current annual service period of the system to which the Equipment is being added; (b) if Equipment is purchased without Knine All Systems, Inc. installation ("Drop Ship"). Knine All Systems, Inc. will provide Depot Warranty Service for a period of ninety (90) days from the shipment date unless otherwise stated in the Order; and (c) CERTAIN MISCELLANEOUS EQUIPMENT IS SOLD "AS IS" AND WILL CARRY NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER FROM KNINE ALL SYSTEMS, INC. Any warranty service for "As Is" Equipment will be provided directly by the manufacturer of such Equipment. Such Equipment shall be clearly indicated on the applicable Order as Manufacturer's Direct Warranty Service ("MDWS"). The warranty period will not be enlarged by Knine All Systems, Inc.'s repair or replacement thereof.

6. Warranty and Maintenance Service Exclusions - Knine All Systems, Inc. shall respond to any service call requested by Customer; however, Customer acknowledges that Warranty and Maintenance Services do not cover damages to or failure of the Equipment or increases in service time resulting from causes other than defects in or the normal wear and tear of the Equipment including, but not limited to, misuse or negligent operation of the Equipment, accident, theft, unexplained loss, lightning, electrical power surge, fire, flood, wind, acts of God, war, terrorism, virus, failure of Customer to maintain a proper operating environment, or repair, relocation, damage or alteration of the Equipment by anyone other than Knine All Systems, Inc. or its designated agents. Warranty and Maintenance Services do not cover any Customer provided cable or equipment unless stated on the Order. Any site visits or repairs necessitated by any of these excepted causes made by Knine All Systems, Inc. shall be at the sole expense of Customer, and Customer agrees to bear the cost of all labor and materials at Knine All Systems, Inc.'s System's then current rates.

7. Equipment and Materials - Knine All Systems shall not be penalized for delays in manufacturing or shipping of equipment and materials. Knine All Systems will provide best estimate for product availability. Knine All System can not guarantee delivery times or dates on purchased materials.

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8. Cancellations on approved proposals via signed acceptance or receipt of PO's from the customer - If for any reason any part of this estimate is canceled, a fee of 25% of the entire proposal will be invoiced. Mobilization fee is nonrefundable due to customer cancellations.


9. Default by Customer - Upon any default by Customer under this Agreement, including the refusal to accept conforming Equipment or Services, Knine All Systems, Inc. may exercise all remedies to which Knine All Systems, Inc. may be entitled at law or in equity, including specific performance. Additionally, Knine All Systems, Inc. may declare all sums due or to become due hereunder immediately due and payable, and Knine All Systems, Inc. shall be entitled to recover all collection costs incurred, including legal interest. In addition, for payments not received within thirty (30) days of the invoice date, a late fee not exceeding the lower of two percent (2%) per month or the maximum rate allowed by law shall be assessed on any past due invoice balance. Knine All Systems, Inc. shall not be obligated to perform Services hereunder if Customer is in default of any of its obligations under this Agreement for any Order. Upon Customer default, Knine All Systems, Inc. may suspend or cancel any outstanding, unfulfilled Orders without in any way affecting its rights under this Agreement. If Knine All Systems, Inc. elects to continue performing under any Order, Knine All Systems, Inc.'s actions shall not constitute a waiver of any default by Customer.

10. Contingencies - Knine All Systems, Inc. shall be excused from performance and shall not be liable for any delay or damage caused, in whole or in part, by any occurrence beyond the reasonable control either of Knine All Systems, Inc. or of its subcontractors or suppliers. Such contingencies include, without limitation, war, disobedience, delay in transportation, failure by suppliers to deliver Equipment, governmental action, terrorism, acts of any third party, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, power failure, shortage of labor or materials, or discovery of asbestos or other hazardous substance.

11. Reasonable Access - Accuracy – Customer will designate in writing to Knine All Systems, Inc. a Customer Project Manager responsible for all communications between Knine All Systems, Inc. and Customer in connection with the Services. To ensure the timely and accurate provision of Services, Customer will be required from time to time to provide access to Customer locations, information and staff resources during Knine All Systems, Inc.'s regular business hours. If pre-scheduling is required to be on-site to perform Services, Customer will inform the Knine All Systems, Inc. Project Manager prior to the scheduled performance date. Scheduled Service that is unable to be performed due to Customer's constraints will result in additional charges if a delay or re-dispatch of Knine All Systems, Inc. personnel is required. Should such access to locations, Customer personnel and information not be provided, Customer is responsible for any resulting Service delays or added costs. The accuracy of information regarding the various internal requirements of the Service is solely Customer's responsibility. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions. This Agreement, and any Orders, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. Acceptance of any Order by Knine All Systems, Inc. is subject to Knine All Systems, Inc. credit and other approvals. This Agreement is not binding upon Knine All Systems, Inc.'s until executed by an authorized employee, partner, or agent of Customer and Knine All Systems, Inc. The undersigned warrant and represent that they have the authority to bind Customer and Knine All Systems, Inc. to this Agreement. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties.

Contractor: Josh Holtzclaw 10/6/2022  
Knine All Systems, Inc. Date

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

Client:  10/19/22  
Powder Springs Court Date



# City of Powder Springs

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127

## Staff Report

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11/7/2022

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### Action Summary:

Resolution to purchase Guardian Tracking Software

### MIT Supported - Mark All Applicable

- Critical Staffing Needs (staffing shortages, retention)
- Financial Stability/Sustainability (diverse tax base)
- Safety & Protecting Community (code enforcement, stormwater)
- Commercial Development
- Downtown Development
- Tourism (increase share; museum should equitably represent community; events)
- Downtown Parking (address parking needs)
- Youth Program/Council (community center for youth and seniors; learning gap)
- Prepare for Growth and Development (infrastructure in place; annexation; curb cuts; recycling, signage)

### Staff Notes

The Guardian Tracking Software is used to document employee activity both good and bad. The software will assist in completing yearly evaluations for employees. It allows quick easy access to enter and document employee actions by both supervisors and other employees. Sends notifications to supervisors of added actions

Will assist in tracking training completed by employees. Electronic access makes it more user friendly and timelier than pen and paper documentation.

RESOLUTION 2022 - 169

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**A RESOLUTION APPROVING AND RATIFYING THE PURCHASE OF GUARDIAN TRACKING SOFTWARE FOR USE BY THE CITY OF POWDER SPRINGS POLICE DEPARTMENT AS A PERFORMANCE MANAGEMENT TOOL IN THE AMOUNT OF \$6,840; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SAID PURCHASE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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**WHEREAS** the City of Powder Springs (the “City”) Police Department has identified a performance management tool to assist command staff in selecting and implementing additional personnel training before an adverse incident takes place as well as encouraging high performance; and

**WHEREAS** the Guardian Tracking tool is eligible for safety dollars provided through the City’s liability insurance program, and the application for funding reimbursement and purchase of the software tool was due prior to the next regularly scheduled council meeting; and

**WHEREAS** in order to take advantage of the safety grant, a purchase order was required and issued, and the City desires to ratify the purchase of the Guardian Tracking performance management tool for a cost of \$6,840.00;

**NOW THEREFORE**, be it hereby resolved by the Mayor and Council of the City of Powder Springs that the purchase of the Guardian Tracking software for police department operations for the amount of \$6,840 is hereby approved and ratified and the Mayor is authorized to execute an agreement or other document to effectuate same, subject to review and approval by the City Attorney. This Resolution shall take effect immediately upon adoption.

**SO RESOLVED** this 7<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
Albert Thurman, Mayor

\_\_\_\_\_  
Henry Lust, Council Member

\_\_\_\_\_  
Doris Dawkins, Council Member

\_\_\_\_\_  
Dwayne Green, Council Member

[additional signatures follow]

RESOLUTION 2022 - 169

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\_\_\_\_\_  
Patrick Bordelon, Council Member

\_\_\_\_\_  
Patricia Wisdom, Council Member

Attest: \_\_\_\_\_  
Kelly Axt, City Clerk

## TargetSolutions Learning, LLC Agreement Schedule A

**Date:** Tuesday, October 18, 2022

### Client Information

<b>Client Name:</b> Powder Springs Police Dept	
<b>Address:</b> 4484 Marietta Street Powder Springs, GA 30127	
<b>Primary Contact Name:</b> Anthony Stallings	<b>Primary Contact Phone:</b> 7709431616

### Agreement Term

<b>Effective Date:</b> 10/31/2022	<b>Initial Term:</b> 12 months
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### Invoicing Contact Information (Please fill in missing information)

<b>Billing Contact Name:</b> Pam Connor		
<b>Billing Address:</b> 4484 Marietta Street Powder Springs, Georgia 30127		<b>Billing Phone:</b> 7709431666
		<b>Billing Email:</b> pconnor@cityofpowdersprings.org
<b>PO#:</b>	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

### Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
VGS-GTEPMS	Guardian Tracking	Annual Subscription for Guardian Tracking -- Employee Performance Management Software	90	\$61.00	\$5,490.00
VGS-GTMAINT	Guardian Tracking - Annual Maintenance	Guardian Tracking - Annual Maintenance Fee	1	\$350.00	\$350.00

**Annual Total: \$5,840.00**

### One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
VGS-GTIMP2	Guardian Tracking Implementation & Training: 76-150	Guardian Tracking - Implementation Fee for 76-150 users (One-time fee includes: database creation, admin and user training)	1	\$1,000.00	\$1,000.00

One-Time Total: \$1,000.00

**Grand Total (including Annual and One-Time): \$6,840.00**

*Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.*

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 3.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

**Address for Notices:**

4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

4484 Marietta Street  
Powder Springs, GA 30127



## VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, ("We/Us") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties) and governs the purchase and ongoing use of the Services described in this Agreement.

### GENERAL TERMS AND CONDITIONS

#### 1. SERVICES. We shall provide the following Software as a Service ("Services"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "Services") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

#### 2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "Named User" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

#### 3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

#### 4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at [REDACTED].

#### 5. TERM, TERMINATION, AND NOTICE.

5.1 **Term.** The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the

Services may remain active for thirty (30) days solely for purpose of our record keeping (the “**Expiration Period**”). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

## 6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED “AS IS,” AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

**7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## 8. OBLIGATIONS OF BOTH PARTIES.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

## 9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

## 10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

## SPECIAL TERMS AND CONDITIONS

### CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

## SERVICE SPECIFIC TERMS AND CONDITIONS

### A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed

to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

## **B. Vector WorkSafe Services and Vector LiveSafe Services**

This Section B. contains service specific terms and conditions that will apply only if You are purchasing **Vector WorkSafe Services or Vector LiveSafe Services (collectively “LiveSafe Services”)** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** **Authorized Users** (interchangeably may be referred to as “Named Users” means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .
2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.
3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services (“Your Data”) in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

## **C. Vector Evaluations+ Services.**

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Access and Use.** We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as “Evals+ Services”). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. **Your Content.** You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
4. **Third-Party Content.** You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
5. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

## **D. Vector CheckIT™.**

**Customer Obligations.** When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

## **E. Vector LMS and Services which include access to the Shared Resource Feature.**

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own (“**User Generated Content**”) that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you (“**Our Other Customers**”); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

**F. Casino Services.**

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party’s names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions  
4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

Powder Springs Police Dept  
4484 Marietta Street  
Powder Springs, GA 30127

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Matthew King

Printed Name: Al Thurman

Title: Director of Sales

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# City of Powder Springs

## Staff Report

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127

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11/7/2022

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# Proposal



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## City of Powder Springs - Governmental Relations Services Proposal

October 21, 2022

### Overview of Services

Civic Forward Strategies is an independent governmental affairs firm centered in political reality, upholding the highest ethical standards, and focused on client results. Services include lobbying, business development with public sector clients, and association management.

For the City of Powder Springs, Civic Forward Strategies specifically proposes partnering with Peachtree Government Relations (PGR), 1100 Peachtree Street, Suite 675, Atlanta, GA, 30309, on this project. Civic Forward Strategies and PGR will focus on the following:

- Analyzing intersections studies conducted by Keck & Wood and, in conjunction with Mayor Thurman, the city council and City Manager Conner and city staff, develop a strategy to show the need for two intersections on US 278.
- Engagement with the Georgia Department of Transportation (GDOT) staff, GDOT Board members, members of the legislative delegation and community allies aimed at achieving two strategic ingress and egress points within the City of Powder Springs on US 278 (Thornton Rd.) suitable to facilitate commerce in these locations.

### Professional Price Arrangements

Civic Forward Strategies in partnership with PGR proposes a retainer charge of \$4,000 per month for services in engagement with GDOT on the city's intersection goals for a period commencing on Nov. 7, 2022, until Feb. 7, 2023.

Any ordinary travel costs for meetings with city staff, community allies, legislators, GDOT staff or Board members or executive branch staff would be in addition to the monthly retainer fee.

**TOM GEHL**

Civic Forward Strategies, [www.civicforwardstrategies.com](http://www.civicforwardstrategies.com)

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Billing will be on a monthly basis to include retainer and any travel, and other out-of-pocket expenses. Monthly invoices will be sent at the end of each month to be paid within 30 days of receipt. Civic Forward Strategies will pay PGR \$2,000 per month for the term of this engagement. Any extraordinary travel, lodging, meals, and out-of-pocket expenses will always be discussed with the point of contact in the City of Powder Springs prior to expenditure.

**Acceptance of the Proposal**

Albert Thurman, Mayor \_\_\_\_\_

Date: \_\_\_\_\_

## RESOLUTION NO. 2022 - 176

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### **APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CIVIC FORWARD STRATEGIES FOR CERTAIN LOBBYING SERVICES IN THE AMOUNT OF \$12,000; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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**WHEREAS** The City of Powder Springs (“City”) has unique access to areas throughout the County and to neighboring jurisdictions, probably more than any other city in the County, satisfying mobility needs and access options within and beyond municipal boundaries, including access along U.S. 278; and

**WHEREAS** transportation improvements help satisfy access and mobility along a travel corridor as well as important economic development needs by providing for the safe and efficient delivery of products and goods; and

**WHEREAS** Historically, economic development on US 278 within Powder Springs and Cobb County has been impacted by the inability to receive curb cuts, and the City has been working with the Georgia Department Of Transportation (“GDOT”) since 2004 to secure needed access to certain properties fronting 278; and

**WHEREAS** GDOT has in the past indicated support for access at a few locations as well as strategically placed signalized intersections but has not provided formal support necessary to secure access; and

**WHEREAS** a logistics and distribution development on US278 just south of Lewis and Oglesby Roads will support distribution of goods and products, provide jobs, and diversify the City’s tax base, but without a curb cut and signalized intersection to facilitate truck movement directly to and from US278, the local roads and residents who live along them could be impacted; and

**WHEREAS** the City has engaged engineering professional services to develop a solution that improves the movement of freight, accommodates new mobility for freight vehicles in and around the Lewis Road and Oglesby Road intersections with US 278, with potential to reduce demands on the existing signal at Lewis Road but requires assistance in modifying the State’s policy regarding limited access on US 278; and

**WHEREAS** the City is in need of and desires professional lobbying services to obtain approval from the state in removing certain restrictions that limit access to properties on US278 in order to both accomplish the mobility goals of the GDOT for the movement of goods and people as well as safe travel of freight carriers on corridors intended to support these vehicles; and

**WHEREAS** the City sought and obtained proposals to provide lobbying services specifically tailored to obtaining approval from the state for limited access at key location on US 278 and desires to accept the proposal from Civic Forward Strategies;

**NOW THEREFORE BE IT RESOLVED** by the Mayor and Council for the City of Powder Springs that it approves and authorizes the Mayor to execute an agreement with Civic Forward Strategies in the amount of \$12,000 for lobbying services related to certain access improvements on US 278 between November 7, 2022 and February 2, 2023, subject to review and approval by the City Attorney. This resolution shall be effective immediately upon adoption.

**SO RESOLVED** this 7<sup>th</sup> day of November, 2022.

RESOLUTION NO. 2022 - 176

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\_\_\_\_\_  
Albert Thurman, Mayor

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Henry Lust, Council Member

\_\_\_\_\_  
Doris Dawkins, Council Member

\_\_\_\_\_  
Dwayne Green, Council Member

\_\_\_\_\_  
Patrick Bordelon, Council Member

\_\_\_\_\_  
Patricia Wisdom, Council Member

ATTEST: \_\_\_\_\_  
Kelly Axt, City Clerk



# City of Powder Springs

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127

## Staff Report

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11/7/2022

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### Action Summary:

This resolution is to purchase a Heil Dura-Pack Python 28cy Automated Side Loader Garbage Truck

### MIT Supported - Mark All Applicable

- Critical Staffing Needs (staffing shortages, retention)
- Financial Stability/Sustainability (diverse tax base)
- Safety & Protecting Community (code enforcement, stormwater)
- Commercial Development
- Downtown Development
- Tourism (increase share; museum should equitably represent community; events)
- Downtown Parking (address parking needs)
- Youth Program/Council (community center for youth and seniors; learning gap)
- Prepare for Growth and Development (infrastructure in place; annexation; curb cuts; recycling, signage)

### Staff Notes

This resolution is to purchase a Heil Dura-Pack Python 28cy Automated Side Loader Garbage Truck. This purchase is consistent with the vehicle replacement schedule in the 2021 Sanitation Services study. The purchase will be made from account 540-50-4520-546000.



## **Carolina Environmental Systems, Inc.**

*306 Pineview Dr., Kernersville, NC 27284*

*2701 White Horse Road, Greenville, SC 29611*

*500 Lee Industrial Blvd, Austell, Ga 30168*

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### Quotation

#### Heil Dura-Pack Python 28CY Automated Side Loader

Date: 8/11/22

Quote: 220811

To: City of Powder Springs

#### Heil DP-Python Standard Equipment

- 5.2cy Hopper
- 108" Lift Reach
- Python Lift-2 Year Limited Structural Warranty
- Lift capacity up to 1,250 lbs.
- Street access door w/step & grab
- Under hopper liquid sump w/2 clean-out doors & steel rake
- Body service props for dump or service hoist models
- Tailgate service props
- Fully automatic Shur-Loc tailgate locks
- O.I.G.A.I. front mount tandem vane pump system
- Cushioned up & down w/chrome-plated rods
- Chassis frame-mounted oil tank w/level/temp. gauge & oil suction shut-off valve
- 3-Micron return line filter w/magnetic trap & in-cab filter bypass monitor
- 140-micron suction line strainer
- Fabric guard hose protection for all high-pressure hoses
- In-cab packing controls, electric/air
- In-cab lift controls, air/electric, joystick
- In-cab hoist controls for dumping models, air
- In-cab controls for eject models, electric/air
- In-cab tailgate controls, air
- Cortex controller with Insight diagnostic display.
- In-cab function & indicator lights
- Select-O-Pack
- Auto Lift
- Arm rest
- Lift reach warning
- Backup alarm
- Backup & license plate lights
- LED Center mounted brake light
- LED Duplicate high & low mount stop, turn, & taillights
- LED Mid-Body turn signals
- LED FMVSS #108 clearance lights & reflectors

- ICC reflective tape
- Rear Mudflaps
- Rear under ride guard
- Rear camera bracket & flood lights-reverse activated
- Body undercoating
- Standard 1-year warranty
- Cavity coat & joint sealer
- Remote packer lube kit
- Severe Duty Wear Bar Kit - Hopper

### **Options Included in pricing**

- Factory Mounted 28CY Dura Pack Python
- Front Mount Pump
- Right-Side Joy Sticks
- Peterson Smart Lights
- Back Assist Lights
- Hopper & Lift Work Lights
- 20 LB Fire Extinguisher
- 3<sup>rd</sup> Eye Backup, Hopper, & Left-Hand Side camera system with Monitor.
- Front Mud Flaps
- Hopper Hood
- Tri-Cuff Grabbers
- Fender Extension Kit
- Sump Chutes
- Body Paint
- Broom & Shovel Kit

- **Sales Price: Heil 28CY DP-Python + 2024 Mack LR**
  - **Unit Sales Price: \$340,235.00**
  - **Sales Price Does Not Include FET or Sales Tax.**
  - **Delivery: Chassis should arrive to Heil around 4/10/23. Body build & mount would add another 75 – 90 days.**

*Chris Maxwell*

[REDACTED]

[REDACTED]

## RESOLUTION 2022 - 171

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**A RESOLUTION APPROVING AND AUTHORIZING AND APPROVING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF A SANITATION TRUCK FOR AN AMOUNT OF \$340,235 UNDER A SOURCEWELL CONTRACT DISTRIBUTOR; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS** the Public Works Department has a need to purchase a sanitation truck to replace one of its fleet trucks; and

**WHEREAS** Section VI.H., Intergovernmental Cooperative Purchases in the City’s procurement policy allows for the use of Georgia state contracts and approved cooperative purchasing organizations such as Sourcewell and Omni Partners where vendors and contractors have been previously vetted through a competitive process; and

**WHEREAS** Carolina Environmental Systems, Inc. (“CES”) is a distributor of sanitation trucks under the Mack Truck Sourcewell contract according to the City’s procurement consultant; and

**WHEREAS** while delivery times for sanitation trucks and other similar vehicles typically exceed a year, CES is able to provide the City a sanitation truck by August 2023, and the City desires to secure said truck through the cooperative purchasing organization, Sourcewell, in order to add the sanitation truck to its fleet in less than a year.

**BE IT HEREBY RESOLVED** by the Council for the City of Powder Springs that it authorizes the Mayor to execute an agreements required to purchase the Heil Dura-Pack Python 28C and 2024 Mack LR automated side loader for an amount of \$340,235, subject to review and approval by the City Attorney. This resolution becomes effective immediately upon adoption.

**SO RESOLVED** this 7<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
Albert Thurman, Mayor

\_\_\_\_\_  
Henry Lust, Council Member

\_\_\_\_\_  
Doris Dawkins, Council Member

\_\_\_\_\_  
Dwayne Green, Council Member

\_\_\_\_\_  
Patrick Bordelon, Council Member

\_\_\_\_\_  
Patricia Wisdom, Council Member

ATTEST:

\_\_\_\_\_  
Kelly Axt, City Clerk





# City of Powder Springs

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127

## Staff Report

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11/7/2022

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### Action Summary:

This resolution is to repair hazardous sections of sidewalk on Macedonia Road and a road depression.

### MIT Supported - Mark All Applicable

- Critical Staffing Needs (staffing shortages, retention)
- Financial Stability/Sustainability (diverse tax base)
- Safety & Protecting Community (code enforcement, stormwater)
- Commercial Development
- Downtown Development
- Tourism (increase share; museum should equitably represent community; events)
- Downtown Parking (address parking needs)
- Youth Program/Council (community center for youth and seniors; learning gap)
- Prepare for Growth and Development (infrastructure in place; annexation; curb cuts; recycling, signage)

### Staff Notes

This resolution is to repair hazardous sections of sidewalk on Macedonia Road and a road depression. The account for this project is 100-50-4150-522203.

**PUBLIC WORKS DEPARTMENT**

**Results of Request For Quotes (RFQ) for Infrastructure Repair on Macedonia Rd. near Old Villa Rica**

NAME OF COMPANY	Quote Amount		REMARKS
1 S.H Creel Contracting	\$42,910.00		Recommended for the award at \$42,910.00
2 Ardito Construction			Non - Responsive
3 DAF Concrete			Non - Responsive

S.H. Creel Contracting  
 756 WHITE BLOSSOM CT  
 POWDER SPRINGS, GA 30127-6416  
 US



www.shcreel.com

# Estimate

**ADDRESS**

City of Powder Springs  
 4484 Marietta Street  
 Powder Springs, GA 30127

ESTIMATE # Infrastructure Repair

DATE 10/14/2022

EXPIRATION DATE 10/28/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Concrete Sidewalk, 4 IN	Demo and Replace Sidewalks as indicated by owner: Location 1: 7'x4' Location 2: 8'x4' Location 3: 29'x4' Location 4: 43'x4'	1	10,160.00	10,160.00
	Roadway	This is for tear out and replace as is with minor grading as needed. Road Patch: 12'x62' Scope of work: Mill out and replace 8" of Asphalt.  Asphalt will be placed back at 6" of 25MM or 19MM and 2" of 12.5MM for topping. ***If additional depth is needed it will be priced at the time of the work.	1	32,750.00	32,750.00
					0.00

Notes:

1. Includes all Traffic Control necessary to complete proposed scope of work.
2. Excludes all striping, the scope of the road patch doesn't eradicate existing double yellow but would eradicate the white edge line. (We have not included a price to restripe the white edge line)
3. Excludes all unsuitable materials under existing roadway if found during full depth milling and paving (Milling will stop at bottom of asphalt)

TOTAL

**\$42,910.00**

Accepted By

Accepted Date

RESOLUTION 2022 - 172

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**A RESOLUTION ACCEPTING THE PROPOSAL OF S.H. CREEL CONTRACTING FOR THE REPAIR OF CERTAIN SIDEWALKS, CURBS AND ASPHALT FOR THE SUM OF \$42,910.00; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR SUCH SERVICES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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**WHEREAS** portions of sidewalks and curbing maintained by the City of Powder Springs (the “City”) in the right-of-way of Macedonia Road and the travel lane on Macedonia Road near Old Villa Rica are currently in need of repair; and

**WHEREAS** the City solicited and a quote to provide the necessary labor, materials, and equipment to complete the repairs; and

**WHEREAS** the City finds the quote of S.H. Creel Contracting as the sole responsible and responsive proposal for such work, and the Mayor and Council desire to enter into such an agreement with S.H. Creel Contracting in order to effectuate the desired work.

**NOW THEREFORE BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Powder Springs that it accepts and authorizes the Mayor to execute an agreement with S.H. Creel Contracting in the amount of \$42,910 to provide the necessary labor, materials, and equipment to repair portions of sidewalks, curbs and asphalt roadway on Macedonia Road, subject to review and approval by the City Attorney. This Resolution shall become effective immediately upon adoption.

**SO RESOLVED** this 7<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
Albert Thurman, Mayor

\_\_\_\_\_  
Henry Lust, Council Member

\_\_\_\_\_  
Doris Dawkins, Council Member

[signatures continued on following page]

RESOLUTION 2022 - 172

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\_\_\_\_\_  
Dwayne Green, Council Member

\_\_\_\_\_  
Patrick Bordelon, Council Member

\_\_\_\_\_  
Patricia Wisdom, Council Member

Attest: \_\_\_\_\_  
Kelly Axt, City Clerk



# City of Powder Springs

## Staff Report

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127

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11/7/2022

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## RESOLUTION 2022 - 173

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**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ARDITO CONSTRUCTION COMPANY, INC. FOR AN AMOUNT OF \$17,600 TO CONSTRUCT A RETAINING WALL AT THE RECYCLING DROP OFF CENTER AT THE CITY PUBLIC WORKS FACILITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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**WHEREAS** the City of Powder Springs (“City”) previously approved a drop-off center for recyclables at the Public Works Department as well as temporary drop-off sites at special events or other locations;

**WHEREAS** Public Works has cleared and is in the process of paving the drop-off center and is now prepared to install a gravity retaining wall to contain all needed equipment for the drop-off center; and

**WHEREAS** the City solicited and received quotes to construct the gravity retaining wall and desires to accept the quote from Ardito Construction Company, Inc. as the lowest responsive and responsible vendor.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Powder Springs that it approves and authorizes the Mayor to execute an agreement with Ardito Construction Company, Inc. for an amount of \$17,600 to construct a gravity retaining wall at the City’s recycling drop-off center, , subject to review and approval by the City Attorney.

**SO RESOLVED** this 7<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
Albert Thurman, Mayor

\_\_\_\_\_  
Henry Lust, Council Member

\_\_\_\_\_  
Doris Dawkins, Council Member

\_\_\_\_\_  
Dwayne Green, Council Member

\_\_\_\_\_  
Patrick Bordelon, Council Member

\_\_\_\_\_  
Patricia Wisdom, Council Member

ATTEST:

\_\_\_\_\_  
Kelly Axt, City Clerk



***City of Powder Springs –Recycling Center Retaining Wall***  
**Bid Tabulation Sheet**  
**October 25, 2022**

Bidder	Total Costs	Remarks
Ardito Construction Company Inc. 1290 Austell Road, SE Marietta, GA 30008	\$17,600.00	None
SH Creel Contracting. 756 White Blossom Ct Powder Springs, GA 30127	\$20,400.00	None
Brothers Construction	NO BID	None

Purchasing and Inventory Department • 4484 Marietta Street • Powder Springs, Georgia 30127 • Office: [REDACTED] • Fax: [REDACTED]





# Ardito Construction Company Inc.

1290 Austell Road, SE  
Marietta, GA 30008

**ARDITO**  
CONSTRUCTION COMPANY INC.  
GEORGIA UTILITY CONTRACTOR

Phone/ Fax: [REDACTED]

E-mail: [REDACTED]

# Estimate

Date	Estimate #
10/19/2022	1010

Name / Address

Project

City of Powder Springs  
3006 Springs Industrial Dr.  
Powder Springs, Ga. 30127

Public Works Gravity Wall

Description	Qty	Unit	Unit Price	Total
Gravity Wall Installation				
3006 Spring Industrial Drive				
- Grading Complete Inc. Chain Link Fence Removal and Backfill	1	LS	5,600.00	5,600.00
- GDOT 9031L Gravity Wall	12	C.Y.	1,000.00	12,000.00

Please Call Me If You Have Any Questions Or Concerns: [REDACTED]

**Estimate Total:** \$17,600.00

S.H. Creel Contracting  
 756 WHITE BLOSSOM CT  
 POWDER SPRINGS, GA 30127-6416  
 US  
 [REDACTED]  
 www.shcreel.com



# Estimate

**ADDRESS**

City of Powder Springs  
 4484 Marietta Street  
 Powder Springs, GA 30127

**ESTIMATE #** PW Gravity Wall  
**DATE** 10/13/2022  
**EXPIRATION DATE** 10/21/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Retaining Wall</b>	Scope of Work: Demo existing fence at wall section only(to existing gate), excavate for wall, form and place gravity wall per GDOT Standard 9031L placed with GDOT Class B Concrete. Wreck forms and backfill.	1	19,650.00	19,650.00
	<b>Retaining Wall</b>	To have the face of wall rubbed per GDOT Standard 9031L	1	750.00	750.00

Notes:

1. Excludes grassing.
2. Contractor will place gravel provided by the city at no additional cost to the city if material is onsite during backfill stage.
3. A rubbed face is not required for the wall to work structurally, only provides a clean smooth finish on the face of wall.

TOTAL

**\$20,400.00**

Accepted By

Accepted Date

Date: October 25, 2022

Project: **Powder Springs – Public Works Recycling Center Retaining Wall**

Bids were received for The Powder Springs Public Works Recycling Center Retaining Wall contract on October 25, 2022.

The bids have been reviewed and the corrected bid amounts are listed below:

<u>BIDDER</u>	<u>TOTAL AMOUNT</u>
Ardito Construction Company Inc.	\$17,600.00
SH Creel Contracting	\$20,400.00
Brothers Construction	No Bid

It is the recommendation of Croy Engineering, LLC the Program Manager for the City of Powder Springs, to award the contract to **Ardito Construction Company Inc.**

Sincerely,



Chad R. Kastner  
Program Manager



# City of Powder Springs

## Staff Report

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127

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11/7/2022

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RESOLUTION 2022 - 174

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**A RESOLUTION APPOINTING EDRICK HARRIS AND ELIZABETH JONSSON TO THE DEVELOPMENT AUTHORITY OF POWDER SPRINGS; APPOINTING CHARLIE ROSS TO THE DOWNTOWN DEVELOPMENT AUTHORITY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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**WHEREAS** the City of Powder Springs (the “City”) appoints members to its boards and commissions upon the occurrence of vacancies and resignation of members; and

**WHEREAS** the City desires to appoint Elizabeth Jonsson to the Development Authority of Powder Springs (“DAPS”) for the position occupied by Janay Readman whose term expired 7/20/22; and

**WHEREAS** the City desires to appoint Edrick Harris to DAPS to the position previously occupied by Marie Cetrulo whose term expires 8/17/25; and

**WHEREAS** the City desires to appoint Charlie Ross to the Downtown Development Authority to the position occupied by Elizabeth Jonsson whose term expires 7/31/23; and

**BE IT THEREFORE RESOLVED** by the Council for the City of Powder Springs that it appoints to the DAPS Elizabeth Jonsson for a term ending July 20, 2024; Edrick Harris to the DAPS for a term ending August 17, 2025; and Charlie Ross to the DDA for a term ending July 31, 2023. This resolution is effective immediately upon adoption.

**SO RESOLVED** this 7<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
Albert Thurman, Mayor

\_\_\_\_\_  
Henry Lust, Council Member

\_\_\_\_\_  
Doris Dawkins, Council Member

\_\_\_\_\_  
Dwayne Green, Council Member

\_\_\_\_\_  
Patrick Bordelon, Council Member

\_\_\_\_\_  
Patricia Wisdom, Council Member

ATTEST:

\_\_\_\_\_  
Kelly Axt, City Clerk



# City of Powder Springs

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127

## Staff Report

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11/7/2022

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### Action Summary:

Resolution to approve deductive change order and close out Powder Springs Park Phase 1 improvements

### MIT Supported - Mark All Applicable

- Critical Staffing Needs (staffing shortages, retention)
- Financial Stability/Sustainability (diverse tax base)
- Safety & Protecting Community (code enforcement, stormwater)
- Commercial Development
- Downtown Development
- Tourism (increase share; museum should equitably represent community; events)
- Downtown Parking (address parking needs)
- Youth Program/Council (community center for youth and seniors; learning gap)
- Prepare for Growth and Development (infrastructure in place; annexation; curb cuts; recycling, signage)

### Staff Notes



October 6, 2022

Scott Creel  
S. H. Creel Contracting  
756 White Blossom Ct  
Powder Springs, GA 30127

**Re: Change Order No. 1 FINAL  
Powder Springs Park, Phase 1  
Croy Project No. 1476.001**

Dear Mr. Creel:

Enclosed for your review and execution are three (3) copies of Change Order No. 1 Final, in the deductive amount of **\$(18,350.37)**, to S. H. Creel Contracting's contract with the City of Powder Springs for the Powder Springs Park, Phase I Improvements. This change order adjusts the contract items to actual field requirements and applies the discount for the Pavilion construction materials due to the City.

Please execute all copies and return to the attention of Lesley Weaver at Croy Engineering. We will forward to the City for their execution and return one fully executed copy for your files.

If you have any questions, please contact me at [REDACTED].

Sincerely,

A handwritten signature in blue ink, appearing to read "Chad Kastner".

Chad Kastner,  
Project Manager

CK/lw

cc: **Pam Conner**  
Project File  
Reading File

### CITY OF POWDER SPRINGS CHANGE ORDER SUMMARY

**Project:**  
Powder Springs Park, Phase 1  
Croy Project No. 1476.001

**Change Order No.:** 1 Final  
**Date:**

**Contractor:**  
S. H. Creel Contracting  
756 White Blossom Ct  
Powders Springs, GA 30127

**Contract Date:** 12/20/21  
**Contract For:** Construction

**Scope:**

Whereas, certain items of construction encountered required adjustment to the approved quantities in the original contract we desire to submit the following Change Order to wit:

**Final Change Order:** Adjusts contract items to actual field quantities and apply the discount on Pavilion construction materials due to the City.

It is agreed that as a result of the above modification, the contract amount is **decreased \$ (18,350.37)** as detailed in the attached Change Order Schedule of Items and that this Change Order is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full and effect, except in so far as it might be modified by this Change Order.

The original Contract Sum	\$	431,754.56
The net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	431,754.56
The Contract Sum will decrease by this Change Order in the amount of	<b>\$</b>	<b>(18,350.37)</b>
The revised Contract Sum including this Change Order will be	\$	413,404.19
The Contract Time will be increased by Zero (0) days		N/A
The date of Substantial Completion as of the date of this Change Order therefore is		N/A

Date this \_\_\_\_\_ :

**Recommended for Approval:**

**S. H. Creel Contracting**

\_\_\_\_\_  
Croy Engineering, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF POWDER SPRINGS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Seal)



CITY OF POWDER SPRINGS

Change Order Schedule of Items

Contractor: S. H. Creel Contracting

Contract: Powder Springs Park Phase 1  
 Change Order No: 1 Final  
 Date:

Item No.	Description	Current Contract			Revisions		Net Change	
		Current Qty	Unit Price	Current Amount	Revised Qty	Revised Amount	Qty	Amount
1	210-0100 GRADING COMPLETE	1.00	LS	\$ 149,457.37	1.00	\$ 149,457.37	0.00	\$ -
2	163-0232 TEMPORARY GRASSING	2.00	AC	\$ 2,470.58	0.00	\$ -	(2.00)	\$ (2,470.58)
3	163-0240 MULCH	2.00	AC	\$ 1,235.29	1.00	\$ 1,235.29	(1.00)	\$ (1,235.29)
4	BARRIER FENCE (ORANGE)	650.00	LF	\$ 1,254.50	577.00	\$ 1,113.61	(73.00)	\$ (140.89)
5	CONSTRUCTION EXIT	1.00	EA	\$ 2,000.00	1.00	\$ 2,000.00	0.00	\$ -
6	TEMPORARY SILT FENCE	950.00	LF	\$ 4,417.50	840.00	\$ 3,906.00	(110.00)	\$ (511.50)
7	PERMANENT GRASSING	2.00	AC	\$ 1,937.50	1.00	\$ 1,937.50	(1.00)	\$ (1,937.50)
8	TEMPORARY SEDIMENT BASIN	1.00	EA	\$ 3,857.14	1.00	\$ 3,857.14	0.00	\$ -
9	TEMPORARY SEDIMENT TRAP	3.00	EA	\$ 162.50	3.00	\$ 487.50	0.00	\$ -
10	GR AGGR BASE CRS, 8 INCH, INCL MATL	42.00	SY	\$ 31.43	42.00	\$ 1,320.06	0.00	\$ -
11	ONLY, INCL BITUM MATL & H LIME	8.00	TN	\$ 142.11	14.32	\$ 2,035.02	6.32	\$ 896.14
12	2,INCL BITUM MATL & H LIME	10.00	TN	\$ 142.11	0.00	\$ -	(10.00)	\$ (1,421.10)
13	TACK COAT	5.00	GL	\$ 5.88	5.00	\$ 29.40	0.00	\$ -
14	CONC SIDEWALK, 4 IN	325.00	SY	\$ 52.94	325.00	\$ 17,205.50	0.00	\$ -
15	SAW CUT	2,515.00	LF	\$ 1.50	150.00	\$ 225.00	(2,365.00)	\$ (3,547.50)
16	PAVILION (INCLUDING SLAB)	1.00	EA	\$ 169,178.95	1.00	\$ 169,178.95	0.00	\$ -
17	ELECTRICAL INSTALLATION INCLUDING MATERIALS	1.00	EA	\$ 3,600.00	1.00	\$ 3,600.00	0.00	\$ -
18	CONDUIT INSTALLATION INCLUDING MATERIALS	1.00	EA	\$ 6,670.00	1.00	\$ 6,670.00	0.00	\$ -
19	WATER LINE INSTALLATION INCLUDING MATERIALS	1.00	EA	\$ 7,130.00	0.00	\$ -	(1.00)	\$ (7,130.00)
20	CONSTRUCTION CONTINGENCY	1.00	LS	\$ 50,000.00	1.00	\$ 59,145.85	0.00	\$ 9,145.85
16b	CREDIT ON PAVILION SLAB	0.00	LS	\$ -	1.00	\$ (10,000.00)	1.00	\$ (10,000.00)
		<b>Current Value</b>		<b>\$ 431,754.56</b>	<b>Revised Value</b>	<b>\$ 413,404.19</b>	<b>Net Change</b>	<b>\$ (18,350.37)</b>

RESOLUTION NO. 2022 - 175

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**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DEDUCTIVE CHANGE ORDER TO THE AGREEMENT WITH S.H. CREEL CONTRACTING IN THE AMOUNT OF \$16,850.37; AUTHORIZING THE MAYOR AND PUBLIC WORKS DIRECTOR TO EXECUTE ALL DOCUMENTS NEEDED TO CLOSE OUT THE PHASE I RECREATIONAL IMPROVEMENTS PROJECT; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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**WHEREAS**, the City of Powder Springs (hereinafter “the City”) previously approved an agreement with S.H. Creel Contracting to complete Phase 1 improvements to Powder Springs Park (the “Project”) under the recreational component of the Special Purpose Local Option Sales Tax (hereinafter “SPLOST”) programs; and

**WHEREAS**, the S.H. Creel has completed the Project under budget and desires to complete all close out documentation, including a deductive change order in the amount of \$16,850.37.

**NOW THEREFORE**, be it hereby resolved by the Mayor and Council of the City of Powder Springs that it approves and authorizes the Mayor to execute a deductive change order to the agreement with S.L. Creel Contracting, LLC in the amount of \$16,850.37 and authorizes the Mayor and Public Works Director to execute documentation needed to close out Project. This resolution shall be effective immediately upon adoption.

**SO RESOLVED** this 7<sup>th</sup> day of November, 2022.

\_\_\_\_\_  
Albert Thurman, Mayor

\_\_\_\_\_  
Henry Lust, Council Member

\_\_\_\_\_  
Doris Dawkins, Council Member

\_\_\_\_\_  
Dwayne Green, Council Member

\_\_\_\_\_  
Patrick Bordelon, Council Member

\_\_\_\_\_  
Patricia Wisdom, Council Member

ATTEST: \_\_\_\_\_  
Kelly Axt, City Clerk



# City of Powder Springs

## Staff Report

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127

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11/7/2022

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RESOLUTION NO. 2022 - 176

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**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WAYNE WRIGHT TO PERFORM CERTAIN PROFESSIONAL SERVICES RELATED TO DEVELOPING A YOUTH COUNCIL, DEVELOPING A BEAUTIFICATION GRANT PROGRAM, DEVELOPING EQUITY PROVISIONS TO INCLUDE IN THE CITY’S PROCURMENT PROGRAM, ASSESSING THE CODE ENFORCEMENT PROCESS, ASSESSING THE DEVELOPMENT PROCESS AND IDENTIFYING APPROPRIATE MEASURES TO PARTNER WITH HABITAT FOR HUMANITY AND THE STATE DEPARTMENT OF COMMUNITY AFFAIRS PROGRAMS FOR WORKFORCE AND AFFORDABLE HOUSING; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

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**WHEREAS** the City of Powder Springs (“City”) desires to review code enforcement operations to identify recommendations for improving the effectiveness of the City’s code enforcement efforts, launch a City Youth Council, review the Certificate of Occupancy process to identify recommendations for efficiencies, create a neighborhood beautification grant program, improve equity and inclusiveness in the City’s procurement process and pursue certification in the Georgia Initiative for Community Housing as source of funding for an affordable housing project (collectively “Special Projects”); and

**WHEREAS** the City solicited and obtained a proposal for professional services from its American Rescue Plan Act (“ARPA”) program manager, Wayne Wright, to perform the Special Projects at the following costs:

- Code Enforcement assessment: \$6,700
- Launch Youth Council: \$3,800
- Certificate of Occupancy process review: \$5,900
- Neighborhood grant program: \$4,500
- Procurement inclusiveness: \$3,800
- Housing initiative: \$5,900

**WHEREAS** the City desires to accept and approve the proposal from Wayne Wright to perform the Special Projects;

**BE IT THEREBY RESOLVED** by the Mayor and Council for the City of Powder Springs that it approves and authorizes the Mayor to execute an agreement with Wayne Wright to perform the Special Projects, subject to review and approval by the City Attorney. This resolution shall be effective immediately upon adoption.

**SO RESOLVED** this 7<sup>th</sup> day of November, 2022.

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Albert Thurman, Mayor

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Henry Lust, Council Member

RESOLUTION NO. 2022 - 176

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\_\_\_\_\_  
Doris Dawkins, Council Member

\_\_\_\_\_  
Dwayne Green, Council Member

\_\_\_\_\_  
Patrick Bordelon, Council Member

\_\_\_\_\_  
Patricia Wisdom, Council Member

ATTEST: \_\_\_\_\_  
Kelly Axt, City Clerk



# City of Powder Springs

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127

## Staff Report

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11/7/2022

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**PZ 22-031. Special Use. To consider a Front Yard Fence that exceeds the height of 3 feet. The property is located at 3455 Old Lost Mountain Road, within land lot 754 of the 19th District, 2nd Section, and Cobb County, Georgia. PIN: 19075400500.**

**APPLICANT:** Sheila Lee.

**SPECIAL USE:** UDC Table 4-1 Provides that front yard fences require special use approval.

**LOCATION:** 3455 Old Lost Mountain Road, within land lot 754 of the 19th District, 2nd Section, and Cobb County, Georgia.

**ZONING:** R-15

**PIN:** 19075400500.

**Staff Recommendation: Approval with Conditions**

**Planning and Zoning Recommendation: Approval**

**BACKGROUND:** The home at 3455 Old Lost Mountain Road was built in 1995. Ms. Lee purchased the home in February 2021 and installed a non-compliant fence posts in September 2022. Code enforcement intercepted the installation and stopped work before the installation was completed. The applicant originally applied for both a variance and a special use, however, Section 4-135 of the Unified Development allows variation of the requirements of fences to be altered via the special use process, therefore a separate variance application is not necessary.

**SURROUNDING AREA:** The property is in a well-established residential neighborhood. In the immediate area, along Old Lost Mountain Road, some properties are in the city while others are in the county, as shown in figure 1. The properties across the street both feature front yard fences. One has a wood split rail fence with fine mesh backing, and the other has a white picket fence. Both fences in the immediate area are approximately 5-feet high. From the northern boundary of the City on Old Lost Mountain Road to this property, approximately 10 lots have front yard fences, consistent with the style of the proposed fence.

*Figure 1. Vicinity map. Yellow shaded area: City Limits*

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Figure 2 Fence posts located in the front yard at 3455 OLM Rd.



Figure 3. Site Plan. 3455 Old Lost Mountain Road.



**ANALYSIS:**

Fences are governed by Section 4-135 of the Unified Development Code. This section provides the following:

**(a) General standards. Fencing and wall standards (purpose, composition, height, and setback) are presented in Table 4-1, "Fence and Wall Regulations by Zoning District." The community development director may vary these standards, not to exceed two feet in height variation and three feet in setback variation. Other variations shall only be permitted by special use approval.**

Per Table 4-1 of the Unified Development Code, fences in the R-15 zoning district are allowed in the front yard only after special use and should be limited to 3 feet in height in the front yard and 6 feet in height in the side and rear yard. The Unified Development Code allows variation to the requirements of Table 4-1 by a special use approval. The requested height of 5 feet is within the 2-foot height variation allowed by administrative approval. The proposed split rail fence is an approved type per Table 4-1.



**Table 4-1  
Fence and Wall Regulations by Zoning District**  
P = Permitted S = Special Use X = Prohibited

Regulation	Section Reference	Residential Zoning Districts	Mixed Use and Office Districts	Business and Neighborhood Commercial Districts	Community Commercial and Light Industrial Districts	Heaving Industrial Districts
<b>Fence or Wall Purpose</b>						
Front Yard		S	P	P	P	P
Screening	12-43	P	P	P	P	P
Retaining wall		P	P	P	P	P
Decorative		P	P	P	P	P
Security		P	P	P	P	P
Tree protection, during land development	12-24(c)	P	P	P	P	P
<b>Composition/Type</b>						
Unfinished concrete block wall		X	X	X	X	X
Wall or fence, unapproved materials		X	X	X	X	X
Solid wooden fence		P	P	P	P	P

Block wall with brick or stone facing/finish		P	P	P	P	P
Fence, PVC with like-wood finish		P	P	P	P	P
Fence, picket		P	P	P	X	X
Fence, split rail		P	P	P	X	X
Fence, wrought iron, aluminum, approved metal		P	P	P	P	P
Fence, chain-link		X	X	X	P	P
Fence, chain-link, vinyl coated		P	P	P	P	P
Fence, barbed wire (rear yard only)		X	X	X	X	P
Fence, with barbed or razor wire top strands (rear yard only)		X	X	X	X	P
Fence, electrically charged		X	X	X	X	X
<b>Regulation</b>	<b>Section Reference</b>	<b>Residential Zoning Districts</b>	<b>Mixed Use and Office Districts</b>	<b>Business and Neighborhood Commercial Districts</b>	<b>Community Commercial and Light Industrial Districts</b>	<b>Heaving Industrial Districts</b>
Fencing, temporary, around a lot during construction of a building, as directed for safety or code compliance		P	P	P	P	P
<b>Fence or Wall Height (Feet)</b>						
When required for screening, minimum	12-43	6 feet	6 feet	6 feet	6 feet	8 feet
When required for screening, maximum		6 feet	6 feet	6 feet	10 feet	10 feet
Front yard location		3 feet	6 feet	6 feet	8 feet	8 feet
Rear or side yard location		6 feet	6 feet	6 feet	8 feet	8 feet

Additionally, Section 5-62 provides the following:

**Sec. 5-62. Fences and Walls.**

(a) The design of fences and walls shall be compatible with the architecture of the main building(s) and should use similar materials.

(b) All walls or fences fifty feet in length or longer, and four feet in height or taller, should be designed to

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**minimize visual monotony through changes in plane, height, material or material texture or significant landscape massing.**

The application was reviewed against the following criteria:

**1. Will the proposed special use be consistent with the stated purpose of the zoning district in which it will be located?**

The stated purpose of the R-15 Residential Zoning District is to establish and protect existing neighborhoods comprised primarily of detached, single-family dwellings. The proposed front yard fence is consistent with conditions that exist in this neighborhood. This lot can be differentiated from other lots in the City because it is located on a Major Collector roadway, with large lots fronting the roadway. Other lots in the vicinity have front yard fences of similar styles. The lot is adjacent to lots located in Cobb County. Cobb County allows front yard fences up to six feet in height without any additional approval.

**2. Will the establishment of the special use not impede the normal and orderly development of the surrounding property for uses predominate in the area?**

The establishment of the special should not negatively affect normal development of the surroundings, nor impact the residential uses that prevail in the area. Front yard fences, where allowed should be set back from the right-of-way line by at least 3 feet, and must be decorative in design, such as a wooden split rail or picket fence, or be constructed of decorative materials, such as brick, stone or wrought iron. PVC material may be used that replicates a wooden fence in design. The proposed fence is split-rail.

**3. Is the location and character of the proposed special use consistent with a desirable pattern of development in general?**

As one travels along Old Lost Mountain Road, several properties feature front yard fences, however some of those properties are located outside the City's limits. The properties across the street from the subject property are in the county and have front yard fences. The proposed special use is consistent with patterns of development that prevail in the area.

**4. Is or will the type of street providing access to the use be adequate to serve the proposed special use?**

Yes, Old Lost Mountain Road is adequate. However, the proposed special use for a front yard fence will have no direct impact.

**5. Is or will access into and out of the property be adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles?**

The driveway is adequate to support the normal ingress and egress of vehicles to the property. The fence posts at the driveway are set 13-feet apart. The FMO has indicated a minimum clearance of 12-feet wide for access.

**6. Are or will public facilities such as schools, water or sewer utilities, and police or fire protection be adequate to serve the proposed use?**

Public Safety and public utility services have adequate capacity to serve this existing residential property.

**7. Are or will refuse, service, parking and loading areas on the property be located or screened to protect other properties in the area from such adverse effects as noise, light, glare, or odor?**

The property is used for residential purposes and accessed by the primary occupants. The normal comings and goings of this household should not negatively impact surrounding properties.

**8. Will the hours and manner of operation of the special use have no adverse effects on other properties in the area?**

No, the property is used for residential purposes and accessed by the primary occupants.

**9. Will the height, size or location of the buildings or other structures on the property be compatible with the height, size or location of buildings or other structures on neighboring properties?**

The fence posts facing the right-of-way (R-O-W) appear to be located outside of the property line and within the R-O-W. The site plan shown in figure 3 indicates that the posts are 10-feet from the street, but aerial maps indicate that the property line is approximately 19-feet from the edge of the street, as shown in figure 4. The applicant is requesting to install a split rail style wooden fence. The applicant submitted the following exhibit shown in figure 5 of the fence she wishes to install.

Figure 4. Property line distance from edge of street.



Figure 5. Split rail fence type that the applicant wishes to complete installation with.



Figure 6. Proposed gate across drive way.



**STAFF RECOMMENDATION:** Staff recommends Approval of the Special Use request to allow a front yard fence, with the following conditions:

1. The applicant shall comply with all Cobb County Fire Marshall's Office (FMO) regulations related to the front yard fences.
2. Approval of the special use request to allow a fence in the front yard. Any fencing structures installed in the front yard shall comply with the approved material composition and types specified for residential zoning districts in *Table 4-1* of the Unified Development Code. Fencing around the front yard shall not exceed 5-feet in height.
3. The fence shall not exceed five feet in height and shall match color and material of the fence located at 3430 Old Lost Mountain Road.
4. The fence shall be located no closer than 25 feet from edge of pavement, unless a survey is provided confirming the location meets code. If the fence is relocated, it shall be located at least 3 feet from the Right-of-Way.

5. No gate across the driveway shall be permitted.

## Memorandum

**Date:** November 7, 2022.  
**To:** Mayor and Council  
**From:** Community Development  
**Subject:** **PZ 22—031. Special Use. To consider a Front Yard Fence that exceeds the height of 3 feet. The property is located at 3455 Old Lost Mountain Road, within land lot 754 of the 19th District, 2nd Section, and Cobb County, Georgia. PIN: 19075400500.**

**Action:**

**A motion to approve.**

1. Approval of the special use request to allow a fence in the front yard. Any fencing structures installed in the front yard shall comply with the approved material composition and types specified for residential zoning districts in *Table 4-1* of the Unified Development Code (UDC). Fencing around the front yard shall not exceed 4-feet in height.
2. The installation of the front yard fence shall be subject to Administrative Design Review and approval by the Community Development Department.
3. The applicant shall comply with all Cobb County Fire Marshall's Office (FMO) regulations related to the front yard gates and fences:

FMO Comments: Provide emergency access through all gates securing Fire Dept. access with a minimum 12'-0" clear width and approved means of operation ([www.knoxbox.com](http://www.knoxbox.com))

4. The front yard fence shall be of a split rail type, constructed of finished wood and shall be stained in a dark brown color, and shall not exceed 4-feet in height. The fence line along the Old Lost Mountain Road frontage shall be relocated and setback a minimum distance of 3-feet from the property line / Right-of-Way.
5. In the case that the gate is allowed as a part of the motion, the gate shall be located no closer than 25 feet from edge of pavement and shall provide a minimum of 12-foot width in clearance across the driveway. The gate shall be of an open slatted design to

allow visibility through it and shall comply with the approved material composition specified for residential zoning districts in Table 4-1 of the UDC, and subject to Administrative Design Review. The gate shall not exceed 5-feet in height.

So motioned, this 7<sup>th</sup> day of November 2022.

\_\_\_\_\_  
Albert Thurman, Mayor

\_\_\_\_\_  
Patrick Bordelon, Council Member

\_\_\_\_\_  
Doris Dawkins, Council Member

\_\_\_\_\_  
Patricia Wisdom, Council Member

\_\_\_\_\_  
Henry Lust, Council Member

\_\_\_\_\_  
Dwayne Green, Council Member

Attest: \_\_\_\_\_  
Kelly Axt, City Clerk



city of  
powder springs

# Special Use Request

## Application Packet

### Applicant's Public Notice Requirements

The Code requires public notice of your Rezoning request, Special Use and Variance requests. The Community Development Department will tell you when and where the Planning and Zoning Commission and the Mayor and Council meetings will be held.

**Newspaper:** The City will publish a legal notice in the newspaper regarding your application and announcing the time and place of the public hearing. At least 15 days before the Mayor and Council but no more than 45 days prior to the date of the public hearing.

### Sign Posting, Public Hearing Notice & Affidavit

**Sign Posting:** The applicant shall be required to post and maintain signs supplied by the City on or near the right-of way of the nearest public street, so as to be visible from the street for at least 15 days and not more than 45 days immediately preceding the date for the governing body's public hearing on the rezoning or special use application. It is your responsibility to post the signs and to maintain the signs during the posting period. Failure to post and maintain the signs continuously may prohibit consideration of the application at any scheduled public hearing. In the event the signs are not posted continuously, the City, in its sole discretion, may require the reposting and re-advertising prior to any future public hearing, for which the applicant shall pay an additional re-advertising fee. The City may also in its sole discretion, continue, hold, approve, or dismiss the application. Any dismissal under the provisions of this paragraph shall be with prejudice unless specifically noted as being without prejudice by the City.

**Public Hearing Notice:** At least 15 days before the Planning & Zoning Commission's public hearing, you are to mail a notice to all persons owning property within 200 feet of the property that is the subject matter of the zoning change. The notice is to state the time, place and purpose of the hearings, and include a page size copy of the sketch plan submitted with the application.

**Affidavit:** Prior to the public hearing you must also submit an affidavit with a copy of the notice to the Community Development Director listing the property owners and certifying the date that the notices were mailed (form attached)

### City Actions

The Community Development Department will date your application when it is received. The Community Development Department has five (5) working days in which to determine that your application is complete or to return it to you for additional information. The application will not be scheduled for public hearing until it is complete. The Planning Commission's public hearing will be held at the time advertised. At the public hearing, you will be allowed to speak first in order to present the application. Others in support of the application may then speak, followed by those in opposition to the application. You may then be allowed time for rebuttal if adequate time remains. Rebuttal must be limited to points or issues raised by opponents to the application at the hearing. After the Planning Commission has made their recommendation, the Mayor and City Council will consider approval or denial of the application at their own public hearing. You or a representative thereof with authority to make binding commitments to the City with respect to any stipulations that may be offered in connection with such application shall attend the meetings, and make a presentation following the same procedure as the Planning Commission hearing. The final action taken by the Mayor and City Council will be indicated on the application form, along with any stipulations that they impose on the property if approved, and a copy will be given to you as official notice of their final action.

### Contact Information

**The Community Development Dept.**  
4488 Pineview Drive  
Powder Springs GA 30127.  
commdev@cityofpowdersprings.org  
770-943-1666

**Zoning Administrator**  
Shaun Myers  
Planning and Zoning Manager  
smyers@cityofpowdersprings.org  
770-943-1666





# city of powder springs

## Special Use Request

### Application Checklist

### Applicant Information

Name Shelia Lee

Phone [REDACTED]

Mailing Address 3455 Old Lost Mountain Rd

Email [REDACTED]

### Application Checklist

The following information will be required:

1.  Application
  2.  Notice of Intent
  3.  Applicant's Written Analysis
  4.  Campaign Contribution Disclosure
  5.  Owner's Authorization, if applicable. N/A
  6.  Legal Description and Survey Plat of the property only (Site drawing enclosed.)
  7.  Application Fee (summary of fees attached)
  8.  Copy of the Deed that reflects the current owners name
  9.  Vicinity Map outlining the parcel/s in relation to the surrounding area
  10.  Site plan, plat or survey prepared by an architect, engineer. The following information **must** be included: N/A  
 Specific use or uses proposed for the site. Acreage, bearing and distances, other dimensions, and location of the tract(s). Locations, sizes and setbacks of proposed structures, including the number of stories and total floor area, height, for residential number of units, Square footage of heated floor area. Detention/retention areas, and utility easements. Location of dumpsters. Public or private street(s) - right of way and roadway widths, approximate grades. Location and size of parking area with proposed ingress and egress. Specific types and dimensions of protective measures, such as buffers. Landscaping. Wetlands, stream buffers, and 100 year floodplain.
  11.  Sketch Plan/ Architectural Rendering, if applicable
  12.  Traffic Study required for development with 500,000 sf of nonresidential floor area or 350 dwelling units or more.
- List additional attachments: Picture of proposed fence Aesthetic

### Note Carefully

If your application qualifies as a "Development of Regional Impact" (see Article 13) then you must follow additional procedures BEFORE your application can be considered. The Community Development Department will assist you with the DRI process, which is mandated by State and GRTA requirements.

Indicate the current zoning district of the property, and the zoning district you are requesting. File a separate application for each Rezoning request naming a different zoning district. A Special Use request, Variance request can be filed concurrently with a Rezoning request on the same property by separate application.



city of  
powder springs  
**Special Use Request**  
Application Form

### Applicant Information

Name <u>Shelba Lee</u>	Phone [REDACTED]
Mailing Address <u>3455 Old Lost Mountain RD</u>	Email [REDACTED]

### Special Use Request Property Information

Address <u>3455 Old Lost Mountain RD</u>	Parcel ID / Lot# <u>19075400500</u> Acreage <u>.55</u>
Present Zoning <u>R3</u>	Special Use Request <u>front yard fence</u>
Source of Water Supply <u>city</u>	Source of Sewage Disposal <u>city</u>
Peak Hour Trips Generated <u>1,476</u>	Visual Count Source of Trip Information <u>Google Maps</u>

### Additional Information, If Applicable

Elementary School and School's Capacity <u>N/A</u>	Middle School and School's Capacity <u>N/A</u>
High School and School's Capacity <u>N/A</u>	

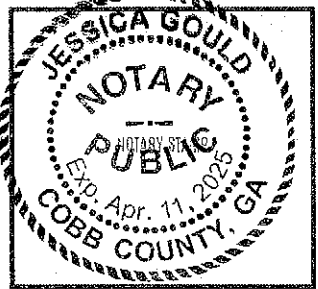
### Notary Attestation

Executed in Dunwoody (City), GA (State).

<u>Shelba Lee</u> Signature of Applicant	<u>SHELBA LEE</u> Printed Name	<u>9-27-22</u> Date
---------------------------------------------	-----------------------------------	------------------------

Subscribed and sworn before me this 27th day of Sept month, 2022

<u>[Signature]</u> Signature of Notary Public	<u>Jessica Gould</u> Name of Notary Public	<u>04/11/2025</u> My Commission Expires
--------------------------------------------------	-----------------------------------------------	--------------------------------------------



### For Official Use Only

PZ #	
Planning Commission Hearing	City Council Hearing
Withdrawal Date	Reason for Withdrawal



city of  
powder springs  
Special Use Request  
Notice of Intent

**Applicant Information**

Name SHELIA LEE

Phone [REDACTED]

Mailing Address 3455 OLD LOST MOUNTAIN RD

Email [REDACTED]

**Notice of Intent**

**PART I.** Please indicate the purpose of this application :

To gain permission to complete a front fence installation.

**PART II.** Please list all requested variances:

To install a split rail/estate fence to stand 5' feet tall on the front side of our Residential Property.

**Part III.** Existing use of subject property:

Single family Residential only used as family domicile

**Part IV.** Proposed use of subject property:

To further use the property as our Residential home but provide a safer way of living for our family, children and pets

**Part V.** Other Pertinent Information (List or attach additional information if needed): Please note!

The aesthetics of the fence matches or is comparable to the other front fences on the same street. The Placement, style and height of the fence will not impair traffic flow. The fence will hopefully eliminate trespassing and vandalism experienced.

**Applicant Signature**

*Shelia Lee*  
Signature of Applicant

SHELIA LEE  
Printed Name

9-26-22  
Date



# city of powder springs

## Special Use Request

### Applicant's Written Analysis

#### Applicant Information

Name SHELIA Lee

Phone [REDACTED]

Mailing Address 3455 OLD LOST MOUNTAIN RD

Email [REDACTED]

#### Written Analysis In details please address these Special Use Criteria:

- a. Whether the proposed special use is consistent with the stated purpose of the zoning district in which it will be located. yes
- b. Whether the proposed zoning district and uses permitted within that district are suitable in view of the zoning and development of adjacent and nearby property. yes
- c. Whether the location and character of the proposed special use are consistent with a desirable pattern of development in general. yes
- d. Whether the type of street providing access to the use is or will be adequate to serve the proposed special use. yes
- e. Whether access into and out of the property is or will be adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles. yes
- f. Whether public facilities such as schools, water or sewer utilities, and police or fire protection are or will be adequate to serve the use. yes
- g. Whether refuse, service, parking and loading areas on the property will be located or screened to protect other properties in the area from such adverse effects as noise, light, glare or odor. yes
- h. Whether the hours and manner of operation of the special use will have adverse effects on other properties in the area. NO
- i. Whether the height, size or location of the buildings or other structures on the property are or will be compatible with the height, size or location of buildings or other structures on neighboring properties. yes





city of  
powder springs  
**Special Use Request**  
Owner's Authorization Form

**Owner's Authorization**

Applicant Name <u>SHEILA Lee</u>	Applicant's Address <u>3455 OLD LOST Mountain RD</u>
Property Address <u>3455 OLD LOST Mountain RD</u> Powder Springs, GA	Property PIN

This is to certify that I am  or We are  or I am  the Authorized Representative of a Corporation that is the owner of a majority interest in the subject property of the attached application. By execution of this form, this is to authorize the person names as "applicant" below, acting on behalf of the owner, to file for and pursue a request for approval of the following: N/A

Check all that apply:

Rezoning <input type="checkbox"/>	Special Use <input type="checkbox"/>	Hardship Variance <input type="checkbox"/>
Special Exception <input type="checkbox"/>	Flood Protection Variance <input type="checkbox"/>	Appeal of Administrative Decision <input type="checkbox"/>

**Signature of Property Owner(s)**

~~Signature of Owner \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_~~

~~State of \_\_\_\_\_, County of \_\_\_\_\_.~~

~~This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ month,~~

~~20 \_\_\_\_\_, by \_\_\_\_\_ name of signer. Identification Presented: \_\_\_\_\_~~

~~Signature of Notary Public \_\_\_\_\_ Name of Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_~~

~~Signature of Owner \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_~~

~~State of \_\_\_\_\_, County of \_\_\_\_\_.~~

~~This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ month,~~

~~20 \_\_\_\_\_, by \_\_\_\_\_ name of signer. Identification Presented: \_\_\_\_\_~~

~~Signature of Notary Public \_\_\_\_\_ Name of Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_~~



## Affidavit of Public Notification

### Public Notification Requirements

Per Article 13 and 14 of the City of Powder Springs Unified Development Code, I certify that I have met the advertising requirements of Article 13 and Article 14 for a  Special Use,  Variance or  Rezoning application for subject property located at 3455 Old Lost Mountain RD

Notices were mailed to all persons owning property located in whole or in part within 200 feet of any portion of the property that is the subject of the rezoning, special use or variance application. The written notice was mailed to the property owners as such names and addresses appear on the County's current ad valorem tax records on 10-5-22. Said notices were mailed at least 15 days but no more than 45 days prior to the Mayor and Council first public hearing date.

Signs were placed on the subject property advertising said hearing on NOV 7, 2022. One sign was placed at each road frontage at least 15 days prior to the Mayor and Council first hearing date.

Please attach the following to affidavit: notices, list of addresses, picture of sign posted on property and any receipt or documentation that was provided at the post office.

Please sign affidavit after letters have been mailed out to neighboring lot owners within 200 feet of the subject site and sign/s have been posted on subject site.

### Notary Attestation

Executed in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ month, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Public

\_\_\_\_\_  
My Commission Expires

NOTARY STAMP



## Fee Schedule

### FEES – Updated 11/5/2018. Please verify cost with staff

Variance, residential	\$ 250.00
Variance, commercial	\$ 450.00
Special Use	\$ 250.00
Rezoning Application, single family, 0-5 acres	\$ 250.00
Rezoning Application, single family, 6-10 acres	\$ 700.00
Rezoning Application, single family, 11-20 acres	\$ 1,000.00
Rezoning Application, single family, 21-100 acres	\$ 1,500.00
Rezoning Application, single family, =/> 101 acres	\$ 1,500.00 + \$30/acre
Rezoning Application, undeveloped med/high density residential, 0-5 acres	\$ 700.00
Zoning - Rezoning Application, undeveloped med/high density residential, 6-10 acres	\$ 1,200.00
Zoning - Rezoning Application, undeveloped med/high density residential, 11-20 acres	\$ 1,500.00
Zoning - Rezoning Application, undeveloped med/high density residential, 21-100 acres	\$ 2,000.00
Rezoning Application, undeveloped med/high density residential, =/> 101 acres	\$ 2,000.00 + \$40 /acre
Rezoning Application, undeveloped non-residential, 0-5 acre	\$ 900.00
Rezoning Application, undeveloped non-residential, 6-10 acres	\$ 1,500.00
Rezoning Application, undeveloped non-residential, 11-20 acres	\$ 1,800.00
Rezoning Application, undeveloped non-residential, 21-100 acres	\$ 2,200.00
Rezoning Application, undeveloped non-residential, =/> 101 acres	\$ 2,200.00 + \$50 /acre
Zoning - Rezoning Application, developed med/high density residential, 0-20,000 SF	\$ 700.00
Rezoning Application, developed med/high density residential, 20,0001 - 50,000 SF	\$ 1,200.00
Rezoning Application, developed med/high density residential, 50,001 - 100,000 SF	\$ 1,500.00
Rezoning Application, developed med/high density residential, 100,001 - 500,000 SF	\$ 2,000.00
Rezoning Application, developed med/high density residential, =/> 500,001 SF	\$ 2,000.00 \$90 /100,000 SF
Rezoning Application, developed non-residential, 0-20,000 SF	\$ 900.00
Rezoning Application, developed non-residential, 20,001-50,000 SF	\$ 1,500.00
Rezoning Application, developed non-residential, 50,001-100,000 SF	\$ 1,800.00
Rezoning Application, developed non-residential, 100,001-500,000 SF	\$ 2,200.00
Rezoning Application, developed non-residential, =/> 500,001 SF	\$ 2,200.00 + \$115 /100,000 SF
Public Hearing signs	\$ 25.00
Public Hearing signs - Deposit	\$ 10.00



Loan Number: [REDACTED]

Date: FEBRUARY 1, 2021

Property Address: 3455 OLD LOST MOUNTAIN ROAD  
POWDER SPRINGS, GEORGIA 30127

## EXHIBIT "A"

### LEGAL DESCRIPTION

SEE ATTACHED EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

A.P.N. #: 19075400500

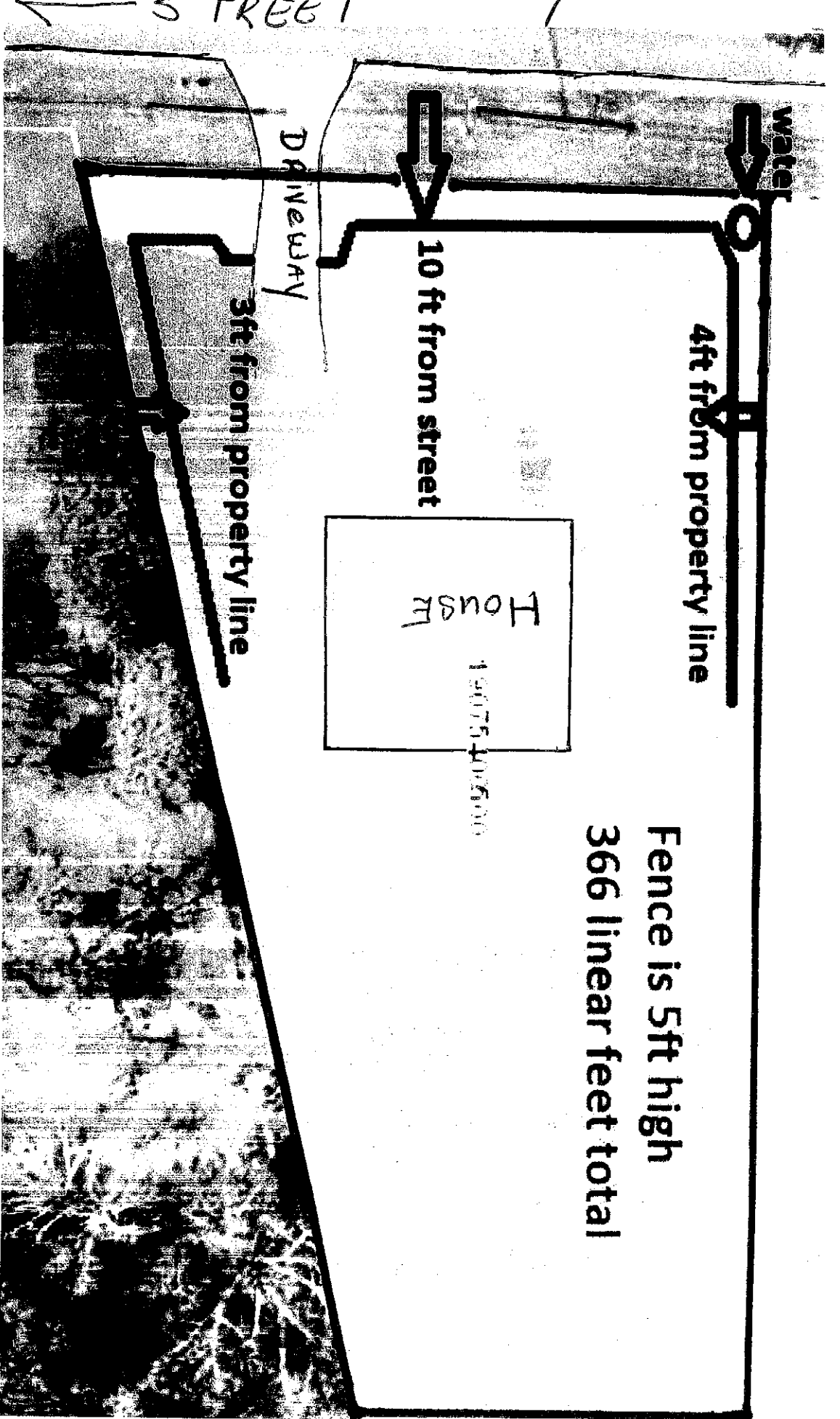


**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that tract or parcel of land lying and being in Land Lots 754 and 801, 19th District, 2nd Section, Cobb County, Georgia, containing .55 acre, more or less, and more particularly shown on plat of survey prepared by William M. Herndon, Jr., RLS No.1883, for first Georgia Homes, Inc., dated 12/29/82, revised 4/15/94, said property being more particularly described according to said plat of survey as follows:

Beginning at an iron pin set on the easterly right of way of Old Lost Mountain Road a distance of 1871.95 feet southerly from the intersection of the easterly right of way of Old Lost Mountain Road with the centerline of Macedonia Road; running thence south 87 degrees 04 minutes 36 seconds East a distance of 224.28 feet to an iron pin set; running thence south 2 degrees 55 minutes 24 seconds west a distance of 82.38 feet to an iron pin set; running thence south 80 degrees 53 minutes 41 seconds west a distance of 230.64 feet to an iron pin set on the easterly right of way of Old Lost Mountain Road; running thence northeasterly along the easterly right of way of Old Lost Mountain Road an arc distance of 130.45 feet (said call being subtended by a chord bearing of north 3 degrees 29 minutes 32 seconds east and a chord distance of 130.45 feet) to an iron pin set which is the point of beginning.





Fence is 5ft high  
366 linear feet total

After Recording Return To:  
HOME FUNDING CORP.  
10718 CIVIC CENTER DRIVE  
RANCHO CUCAMONGA, CALIFORNIA 91730  
Loan Number: [REDACTED]

[Space Above This Line For Recording Data]

## SECURITY DEED

MIN: [REDACTED]

MERS Phone: [REDACTED]

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated FEBRUARY 1, 2021, together with all Riders to this document.
- (B) "Borrower" is SHELIA R LEE, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

Borrower is the grantor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the grantee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. [REDACTED]

(D) "Lender" is HOME FUNDING CORP.

Lender is a NEVADA CORPORATION organized and existing under the laws of NEVADA  
Lender's address is 10718 CIVIC CENTER DRIVE, RANCHO CUCAMONGA, CALIFORNIA 91730

(E) "Note" means the promissory note signed by Borrower and dated FEBRUARY 1, 2021. The Note states that Borrower owes Lender TWO HUNDRED FORTY-TWO THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 242,250.00) plus interest.



Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Waiver of Homestead.** Borrower waives all rights of homestead exemption in the Property.

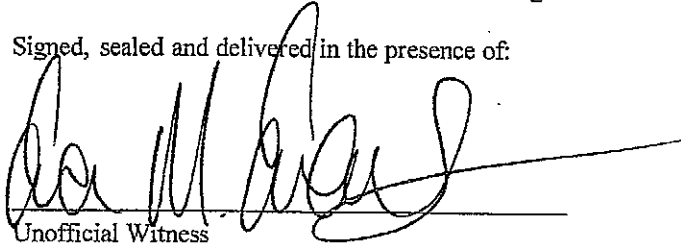
25. **Assumption Not a Novation.** Lender's acceptance of an assumption of the obligations of this Security Instrument and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.

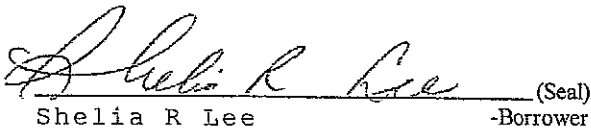
26. **Security Deed.** This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

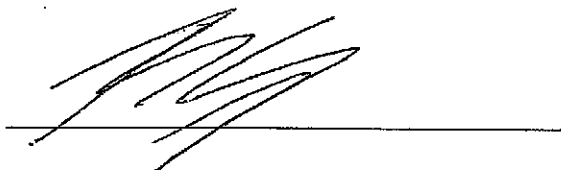
BORROWER ACCEPTS AND AGREES to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

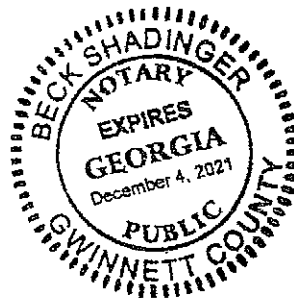
IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

Signed, sealed and delivered in the presence of:

  
Unofficial Witness

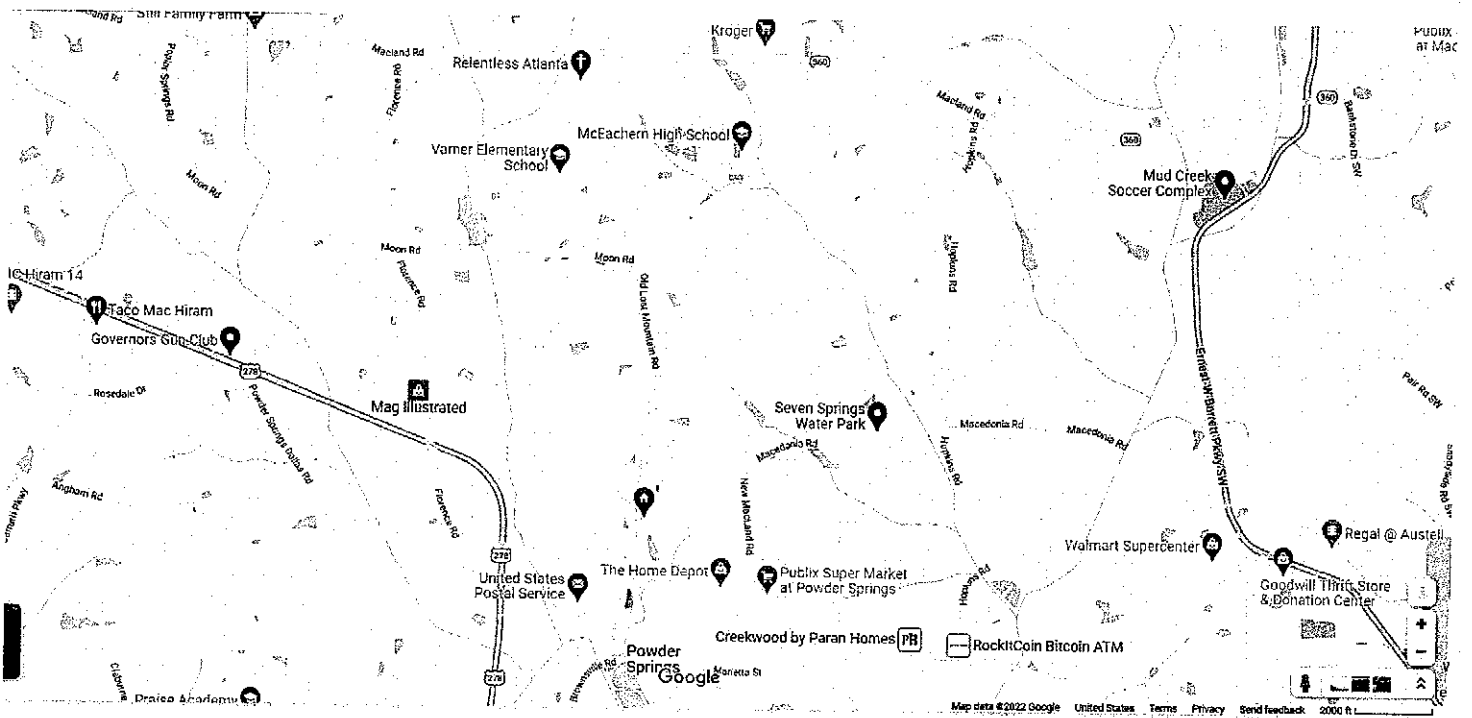
 (Seal)  
Shelia R Lee -Borrower

  
Notary Public, Gwinnett ~~COBB~~ County



Loan Originator: OREIBIS GERALDE, NMLSR ID 1818449  
Loan Originator Organization: HOME FUNDING CORPORATION, NMLSR ID 91487







# city of powder springs

## Variance Request

### Application Checklist

### Applicant Information

Name <i>Shelia Lee</i>	Phone [REDACTED]
Mailing Address <i>3455 Old Lost Mountain RD</i>	Email [REDACTED]

### Application Checklist

The following information will be required:

1.  Application
  2.  Notice of Intent
  3.  Applicant's Written Analysis
  4.  Campaign Contribution Disclosure
  5.  Owner's Authorization, if applicable. *N/A*
  6.  Legal Description and Survey Plat of the property *only (Site Drawing enclosed)*
  7.  Application Fee (summary of fees attached)
  8.  Copy of the Deed that reflects the current owners name
  9.  Vicinity Map outlining the parcel/s in relation to the surrounding area
  10.  Site plan, plat or survey prepared by an architect, engineer. The following information **must** be included: *N/A*  
 Specific use or uses proposed for the site. Acreage, bearing and distances, other dimensions, and location of the tract(s). Locations, sizes and setbacks of proposed structures, including the number of stories and total floor area, height, for residential number of units, Square footage of heated floor area. Detention/retention areas, and utility easements. Location of dumpsters. Public or private street(s) - right of way and roadway widths, approximate grades Location and size of parking area with proposed ingress and egress. Specific types and dimensions of protective measures, such as buffers. Landscaping. Wetlands, stream buffers, and 100 year floodplain.
  11.  Sketch Plan/ Architectural Rendering, if applicable
  12.  Traffic Study required for development with 500,000 sf of nonresidential floor area or 350 dwelling units or more. *N/A*
- List additional attachments: *Picture of proposed fence aesthetic, Lot Drawing*

### Note Carefully

If your application qualifies as a "Development of Regional Impact" (see Article 13) then you must follow additional procedures BEFORE your application can be considered. The Community Development Department will assist you with the DRI process, which is mandated by State and GRTA requirements.

Indicate the current zoning district of the property, and the zoning district you are requesting. File a separate application for each Rezoning request naming a different zoning district. A Special Use request, Variance request can be filed concurrently with a Rezoning request on the same property by separate application.





city of  
powder springs  
**Variance Request**  
Application Packet

## Applicant's Public Notice Requirements

The Code requires public notice of your Rezoning request, Special Use and Variance requests. The Community Development Department will tell you when and where the Planning and Zoning Commission and the Mayor and Council meetings will be held.

**Newspaper:** The City will publish a legal notice in the newspaper regarding your application and announcing the time and place of the public hearing. At least 15 days before the Mayor and Council but no more than 45 days prior to the date of the public hearing.

## Sign Posting, Public Hearing Notice & Affidavit

**Sign Posting:** The applicant shall be required to post and maintain signs supplied by the City on or near the right-of way of the nearest public street, so as to be visible from the street for at least 15 days and not more than 45 days immediately preceding the date for the governing body's public hearing on the rezoning or special use application. It is your responsibility to post the signs and to maintain the signs during the posting period. Failure to post and maintain the signs continuously may prohibit consideration of the application at any scheduled public hearing. In the event the signs are not posted continuously, the City, in its sole discretion, may require the reposting and re-advertising prior to any future public hearing, for which the applicant shall pay an additional re-advertising fee. The City may also in its sole discretion, continue, hold, approve, or dismiss the application. Any dismissal under the provisions of this paragraph shall be with prejudice unless specifically noted as being without prejudice by the City.

**Public Hearing Notice:** At least 15 days before the Planning & Zoning Commission's public hearing, you are to mail a notice to all persons owning property within 200 feet of the property that is the subject matter of the zoning change. The notice is to state the time, place and purpose of the hearings, and include a page size copy of the sketch plan submitted with the application.

**Affidavit:** Prior to the public hearing you must also submit an affidavit with a copy of the notice to the Community Development Director listing the property owners and certifying the date that the notices were mailed (form attached)

## City Actions

The Community Development Department will date your application when it is received. The Community Development Department has five (5) working days in which to determine that your application is complete or to return it to you for additional information. The application will not be scheduled for public hearing until it is complete. The Planning Commission's public hearing will be held at the time advertised. At the public hearing, you will be allowed to speak first in order to present the application. Others in support of the application may then speak, followed by those in opposition to the application. You may then be allowed time for rebuttal if adequate time remains. Rebuttal must be limited to points or issues raised by opponents to the application at the hearing. After the Planning Commission has made their recommendation, the Mayor and City Council will consider approval or denial of the application at their own public hearing. You or a representative thereof with authority to make binding commitments to the City with respect to any stipulations that may be offered in connection with such application shall attend the meetings, and make a presentation following the same procedure as the Planning Commission hearing. The final action taken by the Mayor and City Council will be indicated on the application form, along with any stipulations that they impose on the property if approved, and a copy will be given to you as official notice of their final action.

## Contact Information

**The Community Development Dept.**

4488 Pineview Drive

Powder Springs GA 30127.

commdev@cityofpowdersprings.org

770-943-1666

**Zoning Administrator**

Shaun Myers

Planning and Zoning Manager

smyers@cityofpowdersprings.org

770-943-1666

# city of powder springs **Variance Request** Application Form

## Applicant Information

Name Shelia Lee

Phone [REDACTED]

Mailing Address 3455 OLD LOST Mountain RD

Email [REDACTED]

## Variance Request Property Information

Address 3455 OLD LOST Mountain RD

Parcel ID / Lot# 19075400500

Acreage .55 acre

Present Zoning R3

Variance Request 5' feet High front fence installation

Source of Water Supply City

Source of Sewage Disposal City

## Additional Information, If Applicable

Elementary School and School's Capacity N/A

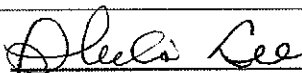
Middle School and School's Capacity N/A

High School and School's Capacity N/A

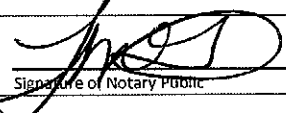
Peak Hours Trips Generated N/A

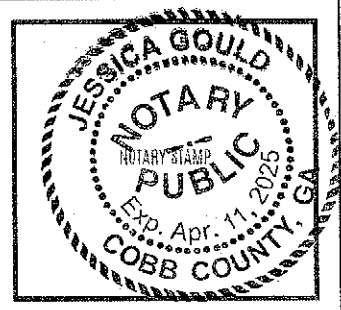
## Notary Attestation

Executed in Powder Springs (City), GA (State).


Shelia Lee      SHELIA LEE      9-27-22  
 Signature of Applicant      Printed Name      Date

Subscribed and sworn before me this 27<sup>th</sup> day of Sept month, 2022


Jessica Gould      01/11/2025  
 Signature of Notary Public      Name of Notary Public      My Commission Expires



## For Official Use Only


PZ #

Planning Commission Hearing

City Council Hearing

Withdrawal Date

Reason for Withdrawal



**city of  
powder springs**  
**Variance Request**  
Notice of Intent

**Applicant Information**

Name SHELIA Lee

Phone [REDACTED]

Mailing Address 3455 OLD LOST MOUNTAIN RD

Email [REDACTED]

**Notice of Intent**

**PART I.** Please indicate the purpose of this application :

To gain permission to complete a front fence installation,

**PART II.** Please list all requested variances:

To install a split rail/estate fence to stand 5' feet tall on the front side of our residential property.

**Part III.** Existing use of subject property:

Single family residential only, family Domicile,

**Part IV.** Proposed use of subject property: To further use the property as our residential home but to provide a safer way of living for our family, children and pets.

**Part V.** Other Pertinent Information (List or attach additional information if needed): Please Note:

The aesthetics of the fence matches or is comparable to the other front fences on same road;

The placement, style and height of the fence will not impair traffic flow. The fence will hopefully eliminate trespassing and vandalism experienced,

**Applicant Signature**

Shelia Lee  
Signature of Applicant

SHelia Lee  
Printed Name

9-26-22  
Date



**city of powder springs**  
**Variance Request**  
**Applicant's Written Analysis**

**Applicant Information**

Name Shelia Lee

Phone [REDACTED]

Mailing Address 3455 Old Lost Mountain Rd

Email [REDACTED]

**Written Analysis** In details please address these Variance Criteria:

a. Are there extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district. NO

b. A literal interpretation of the provisions of this development code would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located. yes

c. Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located NO

d. The requested variance will be in harmony with the purpose and intent of this development code and will not be injurious to the neighborhood or to the general welfare. yes

e. The special circumstances are not the result of the actions of the applicant. NO

f. The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the use district proposed. yes

g. The variance shall not permit a use of land, building or structures, which is not permitted by right in the zoning district overlay district involved. NO

**Applicant Signature**

Shelia Lee SHELIA LEE 9-26-22  
 Signature of Applicant Printed Name Date



# city of powder springs

## Variance Request

### Campaign Contribution Disclosure

#### Applicant and Attorney Information

Applicant's Name <u>Shelia Lee</u>	Applicant's Address <u>3455 Old Lost Mountain RD</u>
Applicant's Attorney <u>N/A</u>	Attorney's Address <u>N/A</u>

#### Campaign Contribution Disclosure

The following information is provided in accordance with the Georgia Conflict of Interest in Zoning Actions Act, O.C.G.A. 36-67A-1 et seq.

The property that is the subject of the attached application is owned by:

- Individual(s)     
  Corporation     
  Partnership     
  Limited Partnership     
  Joint Venture

All persons, corporations, partners, limited partners, or joint ventures party to ownership of the property that is the subject of the attached application are listed below:

SHELIA Lee

~~\_\_\_\_\_~~      ~~\_\_\_\_\_~~

~~\_\_\_\_\_~~      ~~\_\_\_\_\_~~

~~\_\_\_\_\_~~      ~~\_\_\_\_\_~~

APPLICANT: Within the two years preceding the date of the attached application, the applicant has made campaign contributions or gifts aggregating \$250 or more to the Mayor, to members of the Powder Springs City Council, or to members of the Planning Commission, as follows: NO

Name of Official	Amount of Contribution or Gift	Date of Contribution or Gift
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

ATTORNEY: Within the two years preceding the date of the attached application, the attorney representing the applicant has made campaign contributions or gifts aggregating \$250 or more to the Mayor, to members of the Powder Springs City Council, or to members of the Planning Commission, as follows:

Name of Official	Amount of Contribution or Gift	Date of Contribution or Gift
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>



# city of powder springs

## Variance Request

### Owner's Authorization Form

### Owner's Authorization

Applicant Name SHELIA Lee

3455 OLD LOST MOUNTAIN RD  
Applicant's Address Powder Spring, GA 30127

Property Address 3455 OLD LOST MTH RD Powder Springs, GA

Property PIN

This is to certify that I am  or We are  or I am  the Authorized Representative of a Corporation that is the owner of a majority interest in the subject property of the attached application. By execution of this form, this is to authorize the person names as "applicant" below, acting on behalf of the owner, to file for and pursue a request for approval of the following: N/A

Check all that apply:

Rezoning <input type="checkbox"/>	Special Use <input type="checkbox"/>	Hardship Variance <input type="checkbox"/>
Special Exception <input type="checkbox"/>	Flood Protection Variance <input type="checkbox"/>	Appeal of Administrative Decision <input type="checkbox"/>

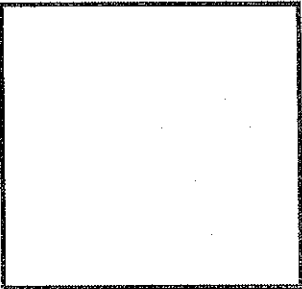
### Signature of Property Owner(s)

~~Signature of Owner \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_~~

~~State of \_\_\_\_\_, County of \_\_\_\_\_.~~

~~This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ month,~~

~~20 \_\_\_\_\_, by \_\_\_\_\_ name of signer. Identification Presented: \_\_\_\_\_~~



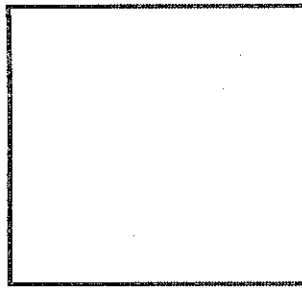
~~Signature of Notary Public \_\_\_\_\_ Name of Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_~~

~~Signature of Owner \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_~~

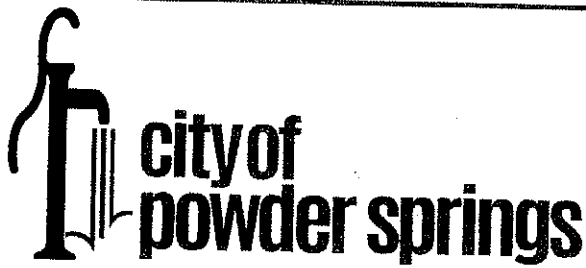
~~State of \_\_\_\_\_, County of \_\_\_\_\_.~~

~~This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ month,~~

~~20 \_\_\_\_\_, by \_\_\_\_\_ name of signer. Identification Presented: \_\_\_\_\_~~



~~Signature of Notary Public \_\_\_\_\_ Name of Notary Public \_\_\_\_\_ My Commission Expires \_\_\_\_\_~~



# Affidavit of Public Notification

## Public Notification Requirements

Per Article 13 and 14 of the City of Powder Springs Unified Development Code, I certify that I have met the advertising requirements of Article 13 and Article 14 for a Special Use, Variance or Rezoning application for subject property located at 3455 Old Lost Mountain RD

Notices were mailed to all persons owning property located in whole or in part within 200 feet of any portion of the property that is the subject of the rezoning, special use or variance application. The written notice was mailed to the property owners as such names and addresses appear on the County's current ad valorem tax records on 10-5-22. Said notices were mailed at least 15 days but no more than 45 days prior to the Mayor and Council first public hearing date.

Signs were placed on the subject property advertising said hearing on NOV 7, 2022. One sign was placed at each road frontage at least 15 days prior to the Mayor and Council first hearing date.

Please attach the following to affidavit: notices, list of addresses, picture of sign posted on property and any receipt or documentation that was provided at the post office.

Please sign affidavit after letters have been mailed out to neighboring lot owners within 200 feet of the subject site and sign/s have been posted on subject site.

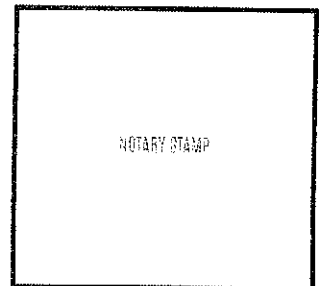
## Notary Attestation

Executed in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

\_\_\_\_\_  
Signature of Applicant                      Printed Name                      Date

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ month, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public                      Name of Notary Public                      My Commission Expires





## Fee Schedule

### FEES – Updated 11/5/2018. Please verify cost with staff

Variance, residential	\$ 250.00
Variance, commercial	\$ 450.00
Special Use	\$ 250.00
Rezoning Application, single family, 0-5 acres	\$ 250.00
Rezoning Application, single family, 6-10 acres	\$ 700.00
Rezoning Application, single family, 11-20 acres	\$ 1,000.00
Rezoning Application, single family, 21-100 acres	\$ 1,500.00
Rezoning Application, single family, => 101 acres	\$ 1,500.00 + \$30/acre
Rezoning Application, undeveloped med/high density residential, 0-5 acres	\$ 700.00
Zoning - Rezoning Application, undeveloped med/high density residential, 6-10 acres	\$ 1,200.00
Zoning - Rezoning Application, undeveloped med/high density residential, 11-20 acres	\$ 1,500.00
Zoning - Rezoning Application, undeveloped med/high density residential, 21-100 acres	\$ 2,000.00
Rezoning Application, undeveloped med/high density residential, => 101 acres	\$ 2,000.00 + \$40 /acre
Rezoning Application, undeveloped non-residential, 0-5 acre	\$ 900.00
Rezoning Application, undeveloped non-residential, 6-10 acres	\$ 1,500.00
Rezoning Application, undeveloped non-residential, 11-20 acres	\$ 1,800.00
Rezoning Application, undeveloped non-residential, 21-100 acres	\$ 2,200.00
Rezoning Application, undeveloped non-residential, => 101 acres	\$ 2,200.00 + \$50 /acre
Zoning - Rezoning Application, developed med/high density residential, 0-20,000 SF	\$ 700.00
Rezoning Application, developed med/high density residential, 20,0001 - 50,000 SF	\$ 1,200.00
Rezoning Application, developed med/high density residential, 50,001 - 100,000 SF	\$ 1,500.00
Rezoning Application, developed med/high density residential, 100,001 - 500,000 SF	\$ 2,000.00
Rezoning Application, developed med/high density residential, => 500,001 SF	\$ 2,000.00 \$90 /100,000 SF
Rezoning Application, developed non-residential, 0-20,000 SF	\$ 900.00
Rezoning Application, developed non-residential, 20,001-50,000 SF	\$ 1,500.00
Rezoning Application, developed non-residential, 50,001-100,000 SF	\$ 1,800.00
Rezoning Application, developed non-residential, 100,001-500,000 SF	\$ 2,200.00
Rezoning Application, developed non-residential, => 500,001 SF	\$ 2,200.00 + \$115 /100,000 SF
Public Hearing signs	\$ 25.00
Public Hearing signs - Deposit	\$ 10.00



Loan Number: [REDACTED]

Date: FEBRUARY 1, 2021

Property Address: 3455 OLD LOST MOUNTAIN ROAD  
POWDER SPRINGS, GEORGIA 30127

## EXHIBIT "A"

### LEGAL DESCRIPTION

SEE ATTACHED EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

A.P.N. #: 19075400500

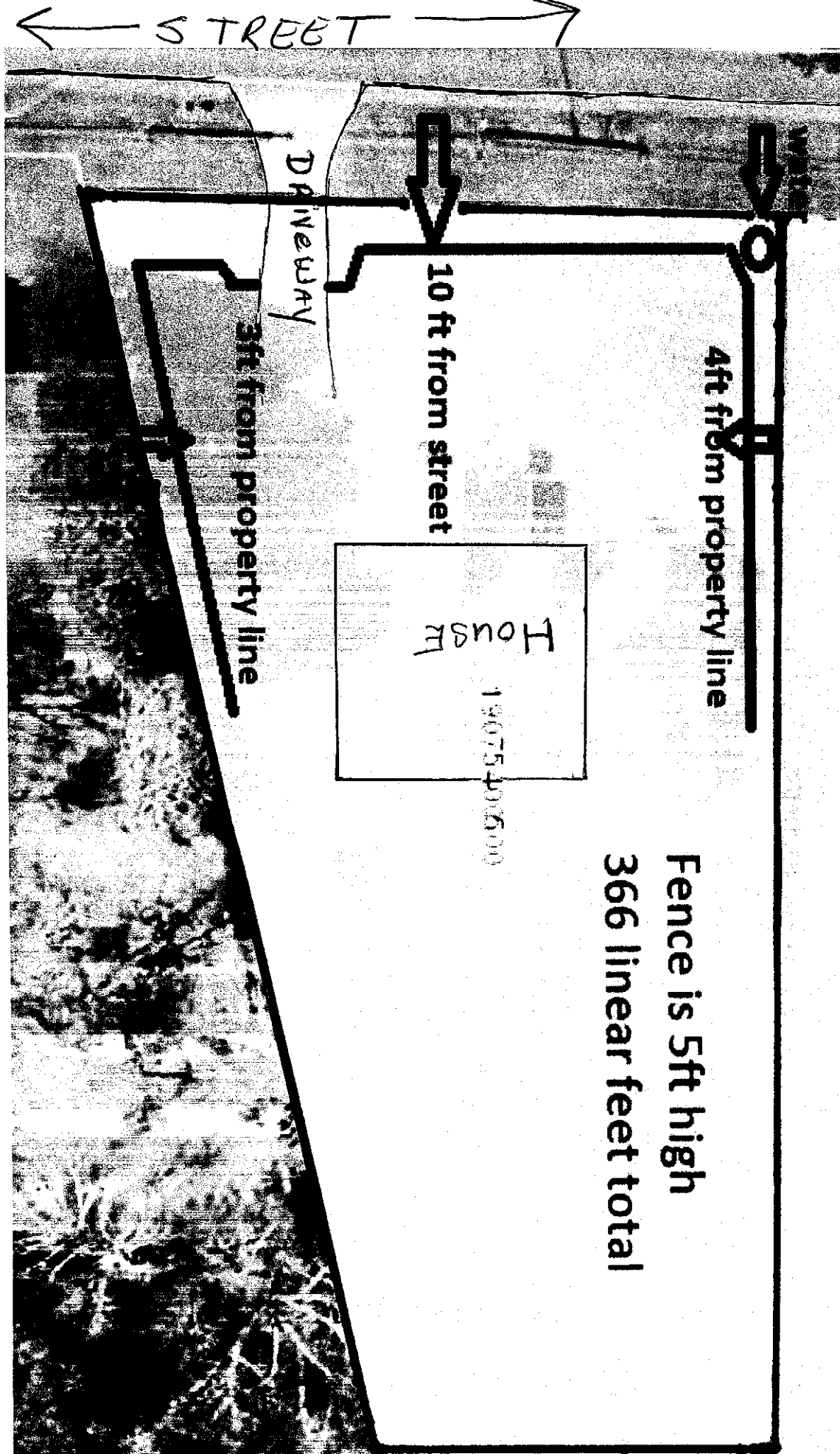


**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that tract or parcel of land lying and being in Land Lots 754 and 801, 19th District, 2nd Section, Cobb County, Georgia, containing .55 acre, more or less, and more particularly shown on plat of survey prepared by William M. Herndon, Jr., RLS No.1883, for first Georgia Homes, Inc., dated 12/29/82, revised 4/15/94, said property being more particularly described according to said plat of survey as follows:

Beginning at an iron pin set on the easterly right of way of Old Lost Mountain Road a distance of 1871.95 feet southerly from the intersection of the easterly right of way of Old Lost Mountain Road with the centerline of Macedonia Road; running thence south 87 degrees 04 minutes 36 seconds East a distance of 224.28 feet to an iron pin set; running thence south 2 degrees 55 minutes 24 seconds west a distance of 82.38 feet to an iron pin set; running thence south 80 degrees 53 minutes 41 seconds west a distance of 230.64 feet to an iron pin set on the easterly right of way of Old Lost Mountain Road; running thence northeasterly along the easterly right of way of Old Lost Mountain Road an arc distance of 130.45 feet (said call being subtended by a chord bearing of north 3 degrees 29 minutes 32 seconds east and a chord distance of 130.45 feet) to an iron pin set which is the point of beginning.





Fence is 5ft high  
366 linear feet total

After Recording Return To:  
HOME FUNDING CORP.  
10718 CIVIC CENTER DRIVE  
RANCHO CUCAMONGA, CALIFORNIA 91730  
Loan Number: [REDACTED]

[Space Above This Line For Recording Data]

## SECURITY DEED

MIN: [REDACTED]

MERS Phone: [REDACTED]

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated FEBRUARY 1, 2021, together with all Riders to this document.
- (B) "Borrower" is SHELIA R LEE, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

Borrower is the grantor under this Security Instrument.

- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. [REDACTED].
- (D) "Lender" is HOME FUNDING CORP.

Lender is a NEVADA CORPORATION organized and existing under the laws of NEVADA  
Lender's address is 10718 CIVIC CENTER DRIVE, RANCHO CUCAMONGA, CALIFORNIA 91730

- (E) "Note" means the promissory note signed by Borrower and dated FEBRUARY 1, 2021. The Note states that Borrower owes Lender TWO HUNDRED FORTY-TWO THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars (U.S. \$ 242,250.00) plus interest.



Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Waiver of Homestead.** Borrower waives all rights of homestead exemption in the Property.

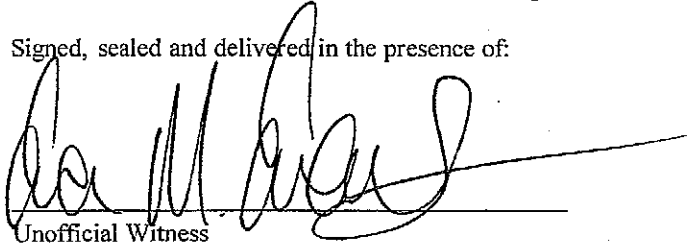
25. **Assumption Not a Novation.** Lender's acceptance of an assumption of the obligations of this Security Instrument and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.


26. **Security Deed.** This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.


BORROWER ACCEPTS AND AGREES to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

Signed, sealed and delivered in the presence of:

  
Unofficial Witness

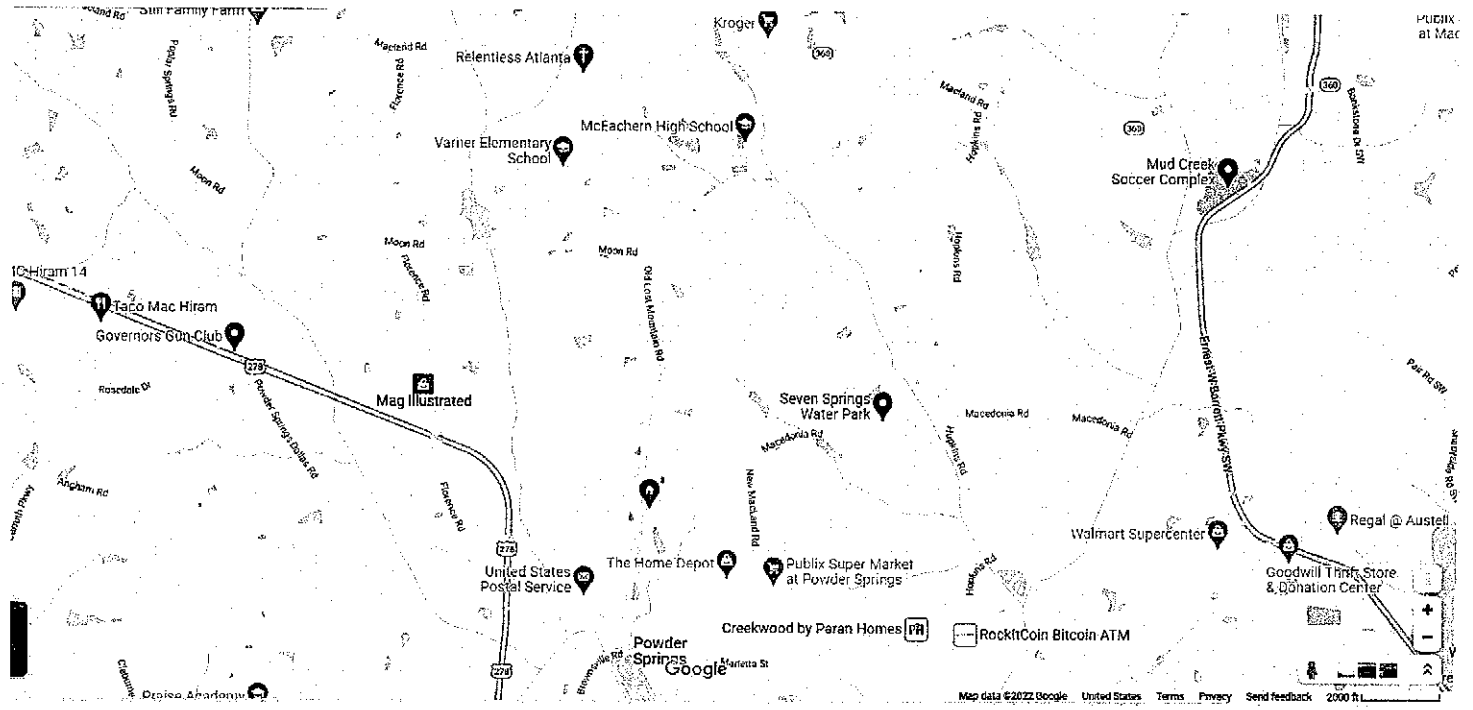
  
Shelia R Lee (Seal)  
-Borrower

  
Notary Public, Gwinnett ~~COBB~~ County



Loan Originator: OREIBIS GERALDE, NMLSR ID [REDACTED]  
Loan Originator Organization: HOME FUNDING CORPORATION, NMLSR ID [REDACTED]





## Case

1. **PZ 22—031.** Special Use. To consider a Special Use and Variance request to allow a front yard fence, per UDC Table 4-1; and to vary UDC Table 4-1 to increase the maximum allowed height of front yard fences. The property is located at 3455 Old Lost Mountain Road, within land lot 754 of the 19th District, 2nd Section, and Cobb County, Georgia. PIN: 19075400500.

**Applicant:** Sheila Lee.    **Zoning:** R-15.    **Location:** 3455 Old Lost Mountain Road.

**Request:** The applicant is seeking special use approval for a front yard fence of a height of 5-feet. The fence posts were being installed when code enforcement stopped work.

### [VIDEO OF EXISTING CONDITIONS](#)

Figure 1. Vicinity map. Yellow shaded area: City Limits





Figure 2. Site Plan. 3455 Old Lost Mountain Road.



*Figure 3. Split rail fence type that the applicant wishes to complete installation with.*



Figure 4. Proposed Gate



Proposed Gate. The gate is a total of 12' Foot wide with each panel being 59" inches High and 72" inches Wide.



# City of Powder Springs

## Staff Report

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127

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11/7/2022

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# City of Powder Springs

City of Powder Springs  
4426 Marietta Street  
Powder Springs, GA 30127

## Staff Report

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11/7/2022

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### Action Summary:

Noise Ordinance - Late Night Foundation Pours

Selig Enterprises, Heartwood

4493 Brownsville Rd

### MIT Supported - Mark All Applicable

- Critical Staffing Needs (staffing shortages, retention)
- Financial Stability/Sustainability (diverse tax base)
- Safety & Protecting Community (code enforcement, stormwater)
- Commercial Development
- Downtown Development
- Tourism (increase share; museum should equitably represent community; events)
- Downtown Parking (address parking needs)
- Youth Program/Council (community center for youth and seniors; learning gap)
- Prepare for Growth and Development (infrastructure in place; annexation; curb cuts; recycling, signage)

### Staff Notes

Staff received complaints that there have been late night foundation pours at the Selig development located at 4493 Brownsville Road. Section 10-53 of the Code of Ordinances provides the following:

The operation of motorized construction equipment and the performance of outdoor

construction and/or demolition activity on any building, structure, road or project shall be prohibited during the following times: Monday through Saturday from 6:00 p.m. until 7:00 a.m. during Eastern Standard Time and from 7:00 p.m. until 7:00 a.m. during Eastern Daylight Time, and all day Sunday. This provision shall not apply if the noise control administrator determines that the loss or inconvenience that would result to any party in interest is of such a nature as to warrant special consideration. In such cases, the noise control administrator may grant a renewable permit for a period not to exceed ten (10) days for this work to be done, but in no case shall any such work contemplated herein be

performed between the hours of 10:00 p.m. and 7:00 a.m.

Selig Enterprises has requested permission to pour outside of the hours of the Code of Ordinances.

The representative of Selig Enterprises, Inc. has stated that there is a major concrete shortage in the area and they are limited to being able to pour when the concrete company is available. They have requested following times for pouring. Additional late night pours may be needed to complete the project.

Building 600 - October 28, Friday 4 AM (Thursday Night)

Clubhouse - October 29 Saturday 3 AM (Friday Night )

Buildings 200/300 - Nov 3 Thursday 2 AM (Wednesday Night)

Garage D - Nov 10 Thursday 3 AM (Wednesday Night)

Staff has spoken to an adjacent property owner, and staff has requested that trucks not use the access road between Villas of Seven Springs West and the site. The developer has agreed to limit access to the site during the hours beyond the limits of the ordinance.