

**Agenda**  
**Regular Meeting of the Mayor and Council**  
**City of Chattahoochee Hills, Georgia**  
**July 7, 2020 / 6:00 p.m.**

*Note – In response to the Governor’s Executive Orders, the City will follow social distancing practices and is making the meeting available on-line. Attendees are encouraged to wear face coverings and are required to maintain at least ten feet of distance between themselves and others in attendance. If you wish to make a public comment, please consider sending the comment to the City Clerk via email prior to the meeting. The City Attorney will read the comment at the meeting for you. At the conclusion of the meeting, the public will be asked to leave City Hall and asked not to gather in conversation with others.*

**Call to Order**

**Review and Approval of Agenda**

**Approval of Minutes**

1. Minutes of the Regular Meeting of June 2, 2020
2. Minutes of the Special Called Meeting of June 11, 2020

**Public Comments**

**Presentations / Proclamations** (None)

**Staff Reports**

Financial Update: Robbie Rokovitz  
Fire Department Report: Greg Brett  
Police Department Report: Jim Little  
Public Works/Parks Report: Darold Wendlandt  
Community Development Report: Mike Morton

**Public Hearing**

1. **Item 20-015:** Public Hearing and Approval of Atlanta Regional Commission (ARC) finding for proposed City Boat Ramp and parking lot at Campbellton Park, 8655 Cochran Rd, Fairburn, GA 30213 under the Metropolitan River Protection Act (Georgia O.C.G.A. Section 12-5-440). The ARC finding is that the proposed project is consistent with the Plan.

**Unfinished Business** (None)

**New Business**

1. **Item 20-016:** Approval of Concept Plan for Serenbe Farmettes Tract C.
2. **Item 20-017:** Approval of Automatic Aid Agreement with City of South Fulton Fire & Rescue.

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3. **Item 20-018:** Approval of an Ordinance to amend and revise Chapter 2, Article I, Administration Ordinance, to add a Provision providing for Teleconference Meetings, for Councilmembers and Commission Members to attend via Teleconference, and for Other Purposes.
4. **Item 20-019:** Resolution appointing Historic Commission members.
5. **Item 20-020:** Resolution appointing Parks Commission members.
6. **Item 20-021:** Resolution appointing Planning Commission members.

### **Mayor and Council Comments**

**Executive Session** *(None)*

**Adjourn Meeting**

**Town Hall Session**

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**Minutes**  
**Regular Meeting of the Mayor and Council**  
**City of Chattahoochee Hills, Georgia**  
**June 2, 2020 / 6:00 p.m.**

**Call to Order**

*Mayor Reed called the meeting to order at 6:00 p.m. Councilmembers in attendance were Richard Schmidt, Laurie Searle, Alan Merrill, and Troy Bettis. Councilmember Ruby Foster was absent. Also present was City Attorney Rick Lindsey.*

**Review and Approval of Agenda**

*Mayor Reed called for a motion to amend the agenda as follows:*

- 1. Add presentation on Telecommunications & Right of Way Management Agreement by Darin Jenkins and Greg Fender (via Zoom)*
- 2. Agenda Item No. 20-014, Telecommunications & Right of Way Management Agreement with the Georgia Municipal Association.*

*Councilmember Merrill made a motion to approve the agenda as amended. Councilmember Schmidt seconded. The motion passed unanimously.*

**Approval of Minutes**

- 1. Minutes of the Regular Meeting of May 5, 2020*  
*Councilmember Schmidt made a motion to approve the minutes of the Regular Meeting of May 5, 2020. Councilmember Searle seconded. The motion passed unanimously.*

**Presentations/Proclamations**

- 1. Telecommunications & Right of Way Management Agreement – Darin Jenkins and Greg Fender, Georgia Municipal Association (via Zoom)*  
*Greg Fender and Darin Jenkins presented an overview of the services provided under the Telecommunications & Right of Way agreement. City staff had approached them about a potential land lease for a Verizon tower on property at Cochran Mill Park. IF the city enters into the agreement, they will negotiate on behalf of the city for a higher lease amount as well as a revenue sharing provision.*

**Public Comment**

*Mark Prater, 6345 Cochran Mill Road – urged the Council not to increase the parking at Cochran Mill Park. He owns property adjacent to the park and has issues with park users parking on his property, making U-turns, and leaving trash along the road. There are other areas in the city that could use the money. He said probably 0.05% of the people using the park are Chattahoochee Hills citizens, and he has a lot of heartburn spending money on things for people who do not pay taxes.*

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## **Staff Reports**

### **Financial Update: City Manager Robbie Rokovitz**

*Mr. Rokovitz reported on the updated financials as of May 31, 2020. The city is 91 percent through the fiscal year. Revenues are 92 percent, and expenditures are 67 percent. There will be a Special Called meeting on June 11 at 6:00 p.m. for the second budget public hearing and adoption of the Fiscal Year 2021 budget.*

*Councilmember Schmidt asked if there would be a Work Session prior to the Special Called meeting to discuss the budget. After discussion among the Mayor and Councilmembers, the consensus was to hold a Work Session on June 11<sup>th</sup> at 5:00 p.m.*

### **Fire Department Report: Greg Brett**

*Chief Brett gave an update on the COVID-19 status. He said Governor Kemp has extended the state of emergency until July 12<sup>th</sup>, and he has been having discussions with the State Department of Public Health, Fulton County Board of Health, and AFCEMA (Atlanta-Fulton County Emergency Management Agency) about a possible resurgence of COVID-19 in the fall. He met with the new Fire Chief of the City of South Fulton earlier in the day and is hopeful that there will be fast movement toward an automatic aid agreement with them.*

### **Police Department Report: Jim Little**

*Chief Little reported since the COVID-19 restrictions have been relaxed, there has been an increase in activity. Dispatched calls are up and there were 112 citations issued. There was a significant increase in parking citations due to the parking situation at Cochran Mill Park. There are three open positions in the department, and he has given a conditional offer for one of the Uniform Patrol Division positions to Marcy Queen.*

### **Public Works/Parks Report: Darold Wendlandt**

*Mr. Wendlandt reported that business is as usual but staff has spent a good amount of time in the parks to prepare for reopening and to stay on top of extra maintenance due to the increase of visitors. He also reported that the graffiti on the rocks along the parkway has been removed.*

*Councilmember Searle requested that the bathrooms at Rico Park be unlocked and that the outside spigot be turned on for use by cyclists. There was general consensus among Councilmembers, and Mr. Wendlandt said it would be done.*

### **Community Development: Mike Morton**

*Mr. Morton reported that there were six new building permits for May 2020. He also said that Imagine Musical Festival had submitted plans for the music festival planned for September but has not submitted the signed contract. He also gave an update on the Campbellton Master Plan process and the Zoning Ordinance rewrite. The next Planning*

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*Commission is on June 11<sup>th</sup> at 6:30 p.m. The only item for the agenda is a concept plan proposal for a section of Serenbe adjacent to the farmettes.*

## **Public Hearing**

*City Attorney Rick Lindsey read the rules for the public hearings.*

1. **Item 20-011:** Public Hearing and Action on an Ordinance to Approve a Special Use Permit for a Personal Care Home in the RL (Rural) District and for All Other Purposes Related Thereto – property is located at 3915 Cascade Palmetto Highway.

*Community Development Director Mike Morton presented the item. The property is a 5-acre lot with an existing single-family home. The proposal is for a personal care home that will serve four patients.*

*Mayor Reed opened the public hearing.*

*The following person spoke in support of the item:*

1. *Andrea Cargill, 8835 Northcutt Road, Fairburn, GA (applicant) – said the proposed home would provide care for four clients. The care they provide includes feeding, clothing, medication, and other similar needs. Staff will be onsite 24 hours a day.*

*There was no other public comment.*

*Mayor Reed closed the public hearing.*

*Mayor Reed called for a motion on Item No. 20-011. Councilmember Searle made a motion to approve Item No. 20-011. Councilmember Merrill seconded.*

*After discussion between Councilmembers and the applicant, Mayor Reed called for an amended motion to include the conditions recommended by staff. Councilmember Schmidt made a motion to approve 20-011 with the recommended conditions. Councilmember Bettis seconded. The motion passed unanimously.*

2. **Item 20-013:** Public Hearing on an Ordinance to Adopt the Fiscal Year 2021 Budget for Each Fund of the City of Chattahoochee Hills, Georgia Appropriating the Amounts Shown in Each Budget as Expenditures, Adopting the Several Items of Revenue Anticipations, Prohibiting Expenditures to Exceed Appropriations, and Prohibiting Expenditures to Exceed Actual Funding Available.

*City Manager Robbie Rokovitz presented the item. The budget has been reduced in anticipation of a reduction in revenues, and there are no funds allocated to capital expenditures. The second public hearing is scheduled for June 11<sup>th</sup> at 6:00 p.m.*

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*Mayor Reed opened the public hearing.*

*There was no public comment.*

*Mayor Reed closed the public hearing.*

*No action was taken.*

### **Unfinished Business**

*There was no unfinished business.*

### **New Business**

1. **Item 20-014:** Approval of Telecommunications & Right of Way Management Agreement with the Georgia Municipal Association.

*City Attorney Rick Lindsey recommended approval of the agreement now but that the 30-day advance notice of termination clause be changed prior to it being automatically renewed.*

*Mayor Reed called for a motion on Item No. 20-014. Councilmember Merrill made a motion to approve Item No. 20-014. Councilmember Schmidt seconded. The motion passed unanimously.*

### **Mayor and Council Comments**

*Councilmember Schmidt said he appreciated how the city has functioned with everything that has been going on. He said we have very good people in every department and he appreciates everyone's hard work.*

*Councilmember Searle mentioned that a city staff member had repainted the Rico Community sign on his own time and said that it was so cool that staff cared that much.*

*Councilmember Merrill said we have an advantage of being a small city. It makes us a lot more efficient, and he appreciates the nimbleness with which collectively take action.*

*Councilmember Bettis said he would not be verbose and told everyone good job.*

*Mayor Reed said during times like these, you realize how lucky we are to live where we live. There is no place I'd rather have to shelter-in-place! And with the tensions in the Country, we are so lucky to have thoughtfully put in place the tempo that we have with our police department. We have a customer service focused police environment that treats people well. He also said he appreciates Chief Brett's involvement in COVID-19 response both within the city and his support around us. He also commented on the Public Works staff's hard work getting the park ready to open. The*

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*level to which our crew fights for the right things for their city is impressive.*

*Councilmember Merrill said the Fulton County Board of Education recently announced their plans for conducting school in the next school year. They have a variety of options available, so the charter school will be able to choose which option best suits their situation.*

### **Executive Session**

*There was no Executive Session.*

### **Adjourn Meeting**

*Councilmember Schmidt made a motion to adjourn the meeting. Councilmember Bettis seconded. The motion passed unanimously, and the meeting adjourned at 7:52 p.m.*

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Dana Wicher, City Clerk

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Tom Reed, Mayor

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**Minutes**  
**Special Called Meeting of the Mayor and Council**  
**City of Chattahoochee Hills, Georgia**  
**June 11, 2020 / 6:00 p.m.**

**Call to Order**

*Mayor Reed called the meeting to order at 6:07 p.m. Councilmembers in attendance were Ruby Foster, Richard Schmidt, Laurie Searle, Alan Merrill, and Troy Bettis. All members were present.*

**Review and Approval of Agenda**

*Councilmember Schmidt made a motion to approve the agenda. Councilmember Bettis seconded. The motion passed unanimously.*

**Public Hearing**

*Mayor Reed read the rules for the public hearing.*

1. **Item 20-013:** Public Hearing and Action on an Ordinance to Adopt the Fiscal Year 2021 Budget for Each Fund of the City of Chattahoochee Hills, Georgia Appropriating the Amounts Shown in Each Budget as Expenditures, Adopting the Several Items of Revenue Anticipations, Prohibiting Expenditures to Exceed Appropriations, and Prohibiting Expenditures to Exceed Actual Funding Available.

*City Manager Robbie Rokovitz presented the item. The total budget is \$5,187,203 including reserves. He said the final Statement of Revenues and Expenditures before the Mayor and Council had been updated since packets were distributed.*

*Mayor Reed opened the public hearing.*

*There was no public comment.*

*Mayor Reed closed the public hearing.*

*Mayor Reed called for a motion on Item No. 20-013. Councilmember Searle made a motion to approve Item No. 20-013 with the amendment that \$2,000 per Councilmember of would be budgeted from contingency funds for district meetings. Councilmember Foster seconded.*

*Councilmember Merrill said this was a tough budget to put together because of the COVID virus and its impact on the economy. Because of the uncertainty, department heads were asked to cut all capital spending from their budgets. He said that is a big limitation and urged staff to let the Mayor and Council know if any capital needs arise throughout the*

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*year. He does not want to see the city fall behind in technology and the safety of the employees is paramount.*

*Mayor Reed said we budget very conservatively, and we always go over the revenue targets and always come in under expenses. The spread between those two gets rolled into capital so this budget does have money in it that will trickle out to cap ex. Given the current circumstances, how much is hard to predict. As the picture becomes more clear, there will be additional spending. The last thing he wants to do is ever get into a position of having to cut the operating budget.*

*Councilmember Schmidt said another thing to mention was that over the last 5-6 years, we have been able to buy new equipment with warranties. When something like this happens, we are not operating the city on old equipment. If you plan for disaster and one day it happens, you are fine. And the city has been able to do that.*

### **Adjourn Meeting**

*Councilmember Merrill made a motion to adjourn the meeting. Councilmember Schmidt seconded. The motion passed unanimously, and the meeting adjourned at 6:20 p.m.*

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Dana Wicher, City Clerk

\_\_\_\_\_  
Tom Reed, Mayor

FY2020 Budget

Budget to Actual as of June 29 2020 - 99% of Year Lapsed

Revenues:	FY2019	FY2019 (YTD)	%	FY2020	FY2020 (YTD)	%
	Amended	June 29	Collected	Amended	June 29	Collected
Property Taxes	\$ 1,500,000	\$ 1,677,926	111.9%	\$ 1,750,000	\$ 1,819,954	104.0%
L.O.S.T.	\$ 660,000	\$ 707,252	107.2%	\$ 660,000	\$ 624,158	94.6%
Intangible Tax	\$ 35,000	\$ 28,452	81.3%	\$ 27,000	\$ 37,315	138.2%
Motor Vehicle Tax	\$ 15,000	\$ 12,606	84.0%	\$ 6,400	\$ 9,205	143.8%
Motor Vehicle Tax - Ad Valorem	\$ 10,000	\$ 45,560	455.6%	\$ 19,038	\$ 37,204	195.4%
Real Estate Transfer Tax	\$ 12,000	\$ 12,918	107.6%	\$ 10,000	\$ 16,940	169.4%
Business & Occupation Tax	\$ 29,100	\$ 35,655	122.5%	\$ 16,000	\$ 42,611	266.3%
Insurance Premium Tax	\$ 171,518	\$ 171,518	100.0%	\$ 200,615	\$ 200,615	100.0%
Alcohol Beverage Tax	\$ 20,000	\$ 22,704	113.5%	\$ 20,000	\$ 18,816	94.1%
Franchise Fees	\$ 125,000	\$ 149,996	120.0%	\$ 145,228	\$ 142,521	98.1%
Licenses & Permits	\$ 85,000	\$ 123,225	145.0%	\$ 100,000	\$ 87,456	87.5%
Charges for Service	\$ 60,000	\$ 78,859	131.4%	\$ 75,000	\$ 72,587	96.8%
Charges for Service (Parking Fees)	\$ 60,000	\$ 75,902	126.5%	\$ 60,000	\$ 94,226	157.0%
Charges for Service (Hunting Lease)	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Intergovernmental (Conservation)	\$ 125,000	\$ -	0.0%	\$ 651,540	\$ 651,540	100.0%
Intergovernmental (CDBG)	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Intergovernmental (LMIG Grant)	\$ 137,628	\$ 137,628	100.0%	\$ 110,102	\$ 126,057	114.5%
Intergovernmental (RTP)	\$ 100,000	\$ 97,999	98.0%	\$ -	\$ -	0.0%
Intergovernmental (CDAP)	\$ -	\$ -	0.0%	\$ -	\$ 2,188	100.0%
Fines & Forfeitures	\$ 160,000	\$ 141,653	88.5%	\$ 145,000	\$ 166,262	114.7%
Insurance Proceeds	\$ -	\$ -	0.0%	\$ 28,729	\$ 28,729	100.0%
Contributions & Donations	\$ 5,000	\$ 1,370	27.4%	\$ 1,000	\$ 432	43.2%
Interest	\$ 2,000	\$ 18,393	919.7%	\$ 18,000	\$ 16,658	92.5%
Other Revenues	\$ -	\$ 41,250	0.0%	\$ 16,125	\$ 17,227	106.8%
Proceeds from Capital Lease	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Running Fund Balance From Prior Year	\$ 1,995,118	\$ 1,542,300	77.3%	\$ 1,609,630	\$ 902,275	56.1%
GF Revenue Subtotal:	\$ 5,307,364	\$ 5,123,166	96.5%	\$ 5,669,407	\$ 5,114,976	90.2%

Other Financing Sources:						
Hotel/Motel Tax	189,277	146,519	77.4%	\$ 155,000	\$ 132,344	85%
Hotel/Motel Tax Fund Balance	-	165,026	0.0%	\$ 189,239	\$ 189,239	100%
TSPLOST	458,363	441,809	96.4%	\$ 450,000	\$ 391,781	87%
TSPLOST Fund Balance	-	230,267	0.0%	\$ 120,431	\$ 245,031	100%
Subtotal Other Financing Sources:	\$ 647,640	\$ 983,620	151.9%	\$ 914,670	\$ 958,395	105%
Total Operating Revenue:	\$ 5,955,004	\$ 5,123,166	86.0%	\$ 6,584,077	\$ 6,073,371	92%

Expenditures:	FY2019	FY2019 (YTD)	%	FY2020	FY2020 (YTD)	%
	Amended	June 29	Expended	Amended	June 29	Expended
Mayor & Council	\$ 125,284	\$ 86,851	69.3%	\$ 125,284	\$ 98,840	78.9%
City Clerk	\$ 45,852	\$ 36,273	79.1%	\$ 56,231	\$ 48,252	85.8%
City Manager	\$ 126,538	\$ 126,554	100.0%	\$ 145,403	\$ 145,489	100.1%
General Administration	\$ 140,323	\$ 129,226	92.1%	\$ 159,065	\$ 141,209	88.8%
IT	\$ 49,279	\$ 29,061	59.0%	\$ 31,968	\$ 33,809	105.8%
Non-Departmental Insurance	\$ 92,200	\$ 86,403	93.7%	\$ 91,593	\$ 91,654	100.1%
Municipal Court	\$ 98,656	\$ 94,197	95.5%	\$ 99,806	\$ 76,932	77.1%
Police	\$ 791,533	\$ 723,159	91.4%	\$ 889,292	\$ 771,031	86.7%
Fire	\$ 749,978	\$ 876,053	116.8%	\$ 909,279	\$ 903,183	99.3%
Public Works	\$ 558,709	\$ 506,039	90.6%	\$ 528,114	\$ 565,090	107.0%
Engineering	\$ 5,000	\$ 2,892	57.8%	\$ 5,000	\$ 6,099	122.0%
Parks & Recreation	\$ 122,769	\$ 84,901	69.2%	\$ 99,422	\$ 102,365	103.0%
Community Development	\$ 164,621	\$ 97,504	59.2%	\$ 245,529	\$ 204,687	83.4%
Contingency - Reserved Fund Balance	\$ 472,484	\$ -	0.0%	\$ 1,083,297	\$ -	0.0%
Unclassified	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Subtotal:	\$ 3,543,226	\$ 2,879,113	81.3%	\$ 4,469,284	\$ 3,188,640	71.3%

Other GF Financing Uses:						
Interest - Capital Lease	\$ 21,107	\$ 21,462	101.7%	\$ 16,504	\$ 16,055	97.3%
Capital Lease Payment	\$ 153,454	\$ 153,121	99.8%	\$ 145,341	\$ 146,409	100.7%
Capital Fund	\$ 1,248,073	\$ 21,462	1.7%	\$ 957,331	\$ 744,049	77.7%
Grants	\$ 362,628	\$ 203,944	0.0%	\$ 202,072	\$ -	0.0%
Subtotal:	\$ 1,785,262	\$ 399,990	22.4%	\$ 1,321,248	\$ 906,513	68.6%
Total GF Expenditures	\$ 5,328,489	\$ 3,279,103	61.5%	\$ 5,790,532	\$ 4,095,153	70.7%

GF Revenues in Excess of Expenditures \$ (21,125) **\$ 1,844,063** \$ (121,125) **\$ 1,019,823**

Other Financing Uses:						
Hotel Motel	\$ 168,153	\$ 122,034	72.6%	\$ 223,115	\$ 52,424	23.5%
TSPLOST	\$ 458,363	\$ 467,105	0.0%	\$ 570,431	\$ 365,688	64.1%
Subtotal Other Financing Uses:	\$ 626,516	\$ 589,139	94.0%	\$ 793,546	\$ 418,112	52.7%

Total ALL FUNDS Expenditures \$ 5,955,005 \$ 3,868,241 65.0% \$ 6,584,078 \$ 4,513,265 68.5%  
 Total ALL FUNDS Revenues \$ 5,955,004 \$ 5,123,166 86% \$ 6,584,077 \$ 6,073,371 92%  
 Revenues in Excess of Expenditures \$ (1) **\$ 1,254,924** \$ (1) **\$ 1,560,107**

Capital Category	Expenditure
Police (Vehicles)	\$ 108,658
Police (Capital)	\$ 8,390
Fire (Apparatus/Capital)	\$ 87,188
PW Vehicle(s)	\$ 40,812
LMIG (Capital)	\$ -
Off System Safety Grant	\$ -
PW Capital (TSPLOST)	\$ 59,624
TSPLOST (Contract Mgt)	\$ 688
TSPLOST Fund	\$ 365,000
Land Acquisition	\$ 439,376

Capital Category	Expenditure
RTP Grant	\$ -
LMIG	\$ -

Month To Date	Cash Flow
July 29, 2019 (Balance)	\$ 503,971
September 3, 2019 (Balance)	\$ 494,568
September 23, 2019 (Balance)	\$ 342,493
October 28, 2019 (Balance)	\$ 1,423,021
November 8, 2019 (Balance)	\$ 1,858,548
December 30, 2019 (Balance)	\$ 2,205,097
January 27, 2020 (Balance)	\$ 1,787,477
March 2, 2020 (Balance)	\$ 1,704,477
March 31, 2020 (Balance)	\$ 1,625,448
April 17, 2020 (Balance)	\$ 1,490,729
May 31, 2020 (Balance)	\$ 1,205,064
June 29, 2020 (Balance)	\$ 1,019,823

GF Bank Account



6505 Rico Road Chattahoochee Hills Georgia 30268

MAYOR

*Tom Reed*

June 10, 2020

CITY COUNCIL

*Ruby Foster*

*Richard Schmidt*

*Laurie Searle*

*Alan Merrill*

*Troy Bettis*

Mr. Jim Santo  
Atlanta Regional Commission  
229 Peachtree St. NE, STE 100  
Atlanta, GA 30303

Dear Mr. Santo,

CITY MANAGER

*Robert T. Rokovitz*

As the chief elected official of the City of Chattahoochee Hills, I request that you review this application for a Metropolitan River Protection Act Certificate for a boat ramp and parking lot to be built by the Georgia Department of Natural Resources in Old Campbellton Park.

Sincerely yours,

[www.chatthillsga.us](http://www.chatthillsga.us)

(770) 463-8881

Fax (770) 463-8550

Tom Reed, Mayor

## APPLICATION FOR METROPOLITAN RIVER PROTECTION ACT CERTIFICATE

1. Name of Local Government: City of Chattahoochee Hills
2. Owner(s) of Record of Property to be Reviewed:  
 Name(s): City of Chattahoochee Hills  
 Mailing Address: 6505 Rico Rd.  
 City: Chattahoochee Hills State: GA Zip: 30268  
 Contact Phone Numbers (w/Area Code):  
 Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Other Numbers: \_\_\_\_\_
3. Applicant(s) or Applicant's Agent(s):  
 Name(s): City of Chattahoochee Hills  
 Mailing Address: 6505 Rico Rd.  
 City: Chattahoochee Hills State: GA Zip: 30268  
 Contact Phone Numbers (w/Area Code): Diana Wilson  
 Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Other Numbers: \_\_\_\_\_
4. Proposed Land or Water Use:  
 Name of Development: Old Campbellton Park  
 Description of Proposed Use: Boat ramp and parking lot
5. Property Description (Attach Legal Description and Vicinity Map):  
 Land Lot(s), District, Section, County: Old Campbellton Park  
8655 Cochran Rd., Fairburn, GA 30213  
 Subdivision, Lot, Block, Street and Address, Distance to Nearest Intersection: \_\_\_\_\_
- Size of Development (Use as Applicable):
- |        |                   |             |
|--------|-------------------|-------------|
| Acre:  | Inside Corridor:  | <u>3.30</u> |
|        | Outside Corridor: | <u>0</u>    |
|        | Total:            | <u>3.30</u> |
| Lots:  | Inside Corridor:  | <u>N/A</u>  |
|        | Outside Corridor: | _____       |
|        | Total:            | _____       |
| Units: | Inside Corridor:  | <u>N/A</u>  |
|        | Outside Corridor: | _____       |
|        | Total:            | _____       |
- Other Size Descriptor (i.e., Length and Width of Easement):  
 Inside Corridor: N/A  
 Outside Corridor: \_\_\_\_\_  
 Total: \_\_\_\_\_

6. Related Chattahoochee Corridor Development:

A. Does the total development include additional land in the Chattahoochee Corridor that is not part of this application? No

If "yes", describe the additional land and any development plans: \_\_\_\_\_

B. Has any part of the property in this application, or any right-of-way or easement bordering this land, previously received a certificate or any other Chattahoochee Corridor review approval? No

If "yes", please identify the use(s), the review identification number(s), and the date(s) of the review(s): \_\_\_\_\_

7. How Will Sewage from this Development be Treated?

A. Septic tank N/A

Note: For proposals with septic tanks, the application must include the appropriate local government health department approval for the selected site.

B. Public sewer system \_\_\_\_\_

8. Summary of Vulnerability Analysis of Proposed Land or Water Use:

Vulnerability Category	Total Acreage (or Sq. Footage)	Total Acreage (or Sq. Footage) Land Disturbance	Total Acreage (or Sq. Footage) Imperv. Surface	Percent Land <u>Disturb.</u> (Maximums Shown In Parentheses)	Percent Imperv. <u>Surf.</u> (Maximums Shown In Parentheses)
A	<u>0</u>			<u>(90)</u>	<u>(75)</u>
B	<u>0</u>			<u>(80)</u>	<u>(60)</u>
C	<u>0</u>			<u>(70)</u>	<u>(45)</u>
D	<u>3,302 sq. ft.</u>	<u>1,651</u>	<u>990</u>	<u>(50)</u>	<u>50 (30) 30</u>
E	<u>140,315 sq. ft.</u>	<u>42,094</u>	<u>21,047</u>	<u>(30)</u>	<u>30 (15) 15</u>
F	<u>0</u>			<u>(10)</u>	<u>(2)</u>
<b>Total:</b>	<u>143,617 sq. ft.</u>			<b>N/A</b>	<b>N/A</b>

9. Is any of this Land within the 100-Year Floodplain of the Chattahoochee River? Yes

If "yes", indicate the 100-year floodplain elevation: 748.9 ft.

**NOTE:** The 100-year river floodplain is defined as the natural land surface below the one hundred- (100) year flood elevations shown in the Flood Profiles of the most recent floodplain study for the Chattahoochee River approved by the United States Federal Emergency Management Agency for each Corridor jurisdiction.

**NOTE:** All river 100-year floodplain is assigned to the "E" Category; its allowable allocations can be combined with those of other "E" land in the review. Also, 100-year floodplain cannot be reanalyzed and cannot accept transfers.

10. Is any of this land within the 500-year floodplain of the Chattahoochee River? Yes

If "yes", indicate the 500-year flood plain elevation: 749 ft.

**NOTE:** The 500-year floodplain is defined as the natural land surface below the five hundred- (500) year flood elevations shown in the Flood Profiles of the most recent floodplain study for the Chattahoochee River approved by the United States Federal Emergency Management Agency for each Corridor jurisdiction.

**NOTE:** Plan Standards include a 35-foot height limit above the pre-construction grade within the 500-year floodplain (includes the 100-year floodplain). Adherence to this standard must be noted on the submitted plans (see Part 2.B.(4) of the Chattahoochee Corridor Plan).

11. The following is a checklist of information required to be attached as part of the application. Individual items may be combined.

**FOR ALL APPLICATIONS:**

Description of land in the application and any additional land in the project (attach legal description or surveyed boundaries).

Name, address, and phone number(s) of owner(s) of record of the land in the application. (Space provided on this form)

Written consent of all owners to this application. (Space provided on this form)

Name, address, and phone number(s) of applicant or applicant's agent. (Space provided on this form)

Description of proposed use(s). (Space provided on this form)

Existing vegetation plan.

Proposed grading plan.

Certified as-builts of all existing land disturbance and impervious surfaces.

Approved erosion control plan.

Detailed table of land-disturbing activities. (Both on this form and on the plans)

Plat-level plan showing (as applicable): lot boundaries; any other sub-areas; all easements and rights-of-way; 100- and 500-year river floodplains; vulnerability category boundaries; topography; any other information that will clarify the review.

Documentation on adjustments, if any.

N/A Cashier's check or money order (for application fee).

**FOR SINGLE-STEP APPLICATIONS (NON-SUBDIVISION):**

Site plan.


Land-disturbance plan.

**FOR TWO-STEP SINGLE-FAMILY SUBDIVISION APPLICATIONS ONLY:**


N/A Concept plan.

N/A Lot-by-lot and non-lot allocation tables.


12. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act: (use additional sheets as necessary)

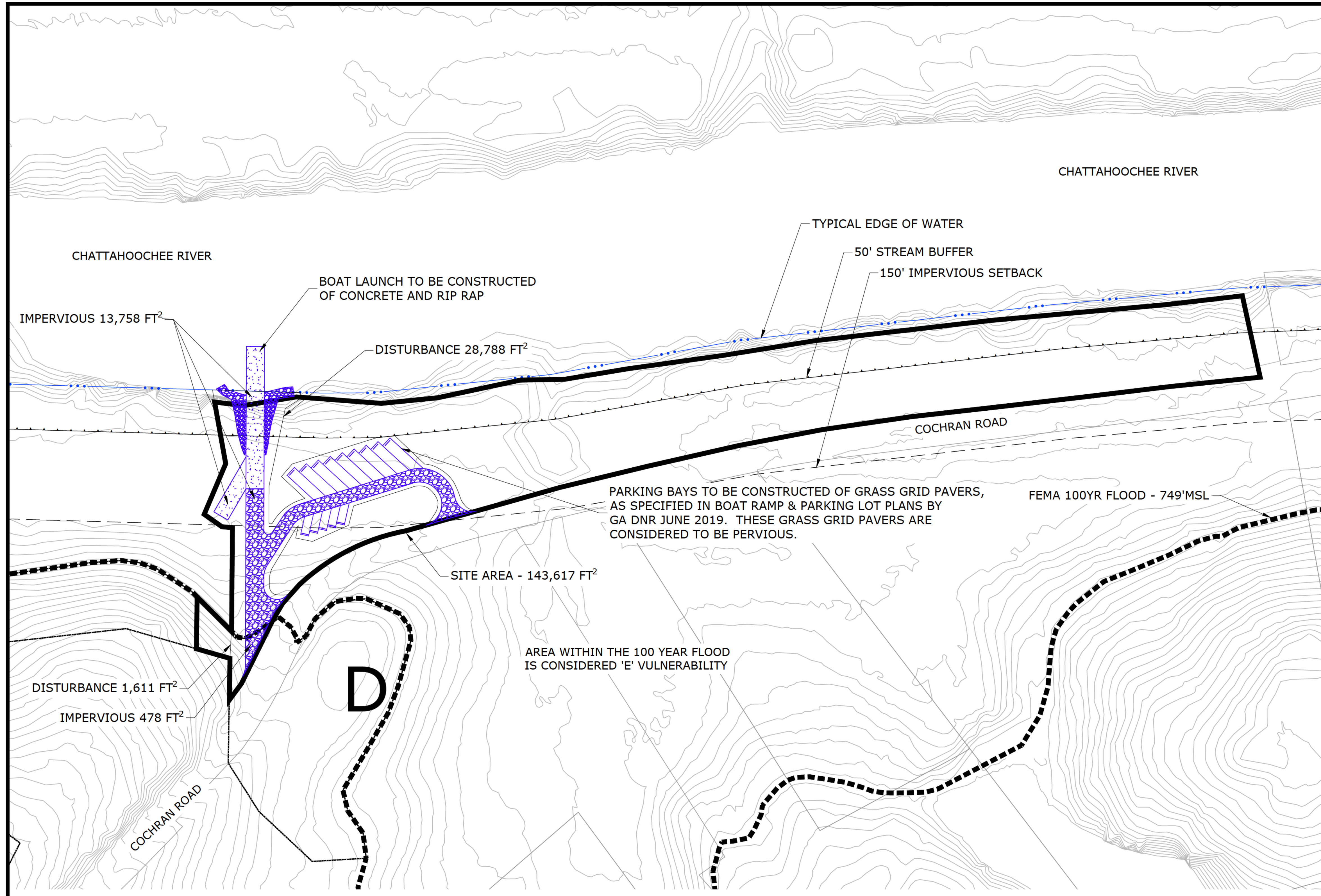
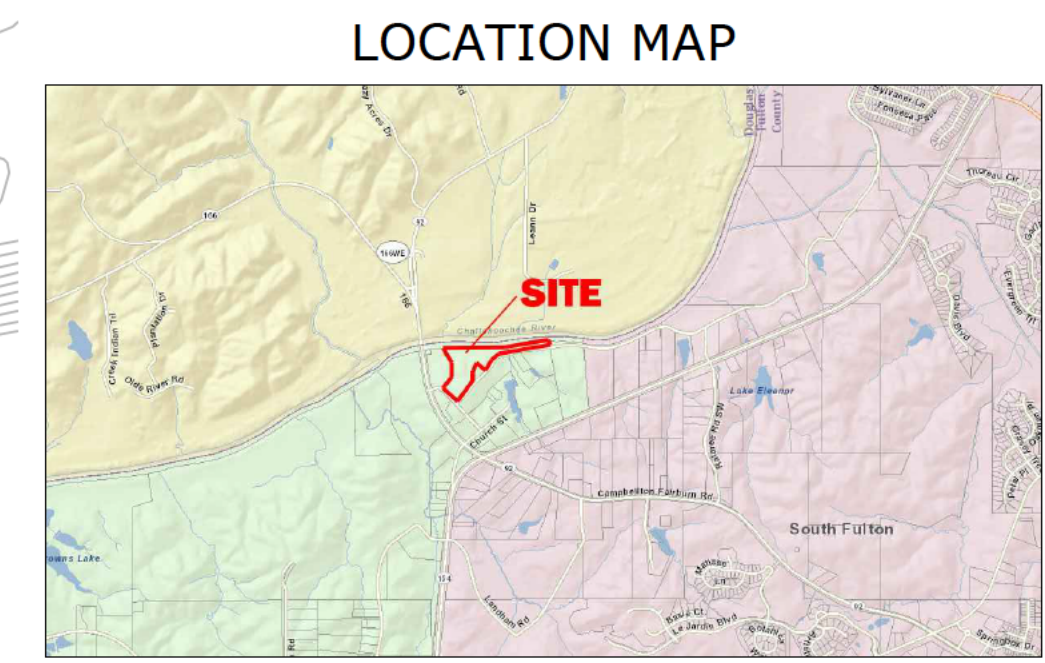
\_\_\_\_\_  
Tom Reed, Mayor  
  
\_\_\_\_\_  
Signature(s) of Owner(s) of Record 06/10/2020  
Date

13. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act:

\_\_\_\_\_  
Tom Reed, Mayor  
  
\_\_\_\_\_  
Signature(s) of Applicant(s) or Agent(s) 06/10/2020  
Date

14. The governing authority of City of Chattahoochee Hills requests review by the Atlanta Regional Commission of the above-described use under the Provisions of the Metropolitan River Protection Act.

  
\_\_\_\_\_  
Signature of Chief Elected Official or Official's Designee 06/10/2020  
Date  
Tom Reed, Mayor



No	REVISION DESCRIPTION	DATE

PROJECT OWNED/DEVELOPED BY:  
 CITY OF CHATTAHOOCHEE HILLS  
 6505 RICO ROAD,  
 CHATTAHOOCHEE HILLS, GEORGIA  
 30268

VULNERABILITY PLAN  
 CAMPBELLTON PARK  
 CITY OF CHATTAHOOCHEE HILLS, GA

ISSUED FOR:  
 REVIEW

Project No:  
 Designed By: NRA  
 Issue Date: 06/3/2020

**SUMMARY OF VULNERABILITY ANALYSIS FOR SITE**

VULNERABILITY CATEGORY	TOTAL SITE AREA (SF)	TOTAL LAND DISTURBANCE (SF)	TOTAL IMPERVIOUS AREA (SF)	% LAND DISTURBANCE	% LAND DISTURBANCE ALLOWED	% IMPERVIOUS PROPOSED	% IMPERVIOUS ALLOWED
D	3,302	1,611	478	48.7%	50%	14.5%	30%
E	140,315	28,788	13,758	22.3%	30%	9.8%	15%

**SITE DATA**

OWNER/DEVELOPER: CITY OF CHATTAHOOCHEE HILLS  
 6505 RICO ROAD  
 CITY OF CHATTAHOOCHEE HILLS, GA  
 PHONE: (770) 463-8881

ENGINEER/SURVEYOR: SOUTHEASTERN ENGINEERING, INC.  
 2470 SANDY PLAINS ROAD  
 MARIETTA, GA 30066  
 PHONE: 770.321.3936

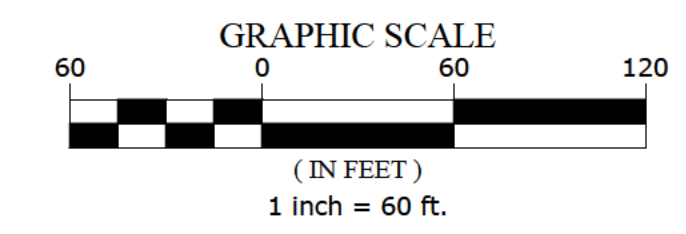
BOUNDARY: BOUNDARY SURVEY BY ROCHESTER ASSOC., INC., DATED 02/13/2003

TOPOGRAPHY: FULTON COUNTY GIS DATA

SITE AREA: ±3.30 ACRES, 143,617 SF

FLOOD INFO: THIS SITE IS LOCATED WITHIN THE 100 YEAR FLOOD ZONE PER FEMA FLOOD PANELS # 13121C0318F, DATED 09--18-2013.

PROPOSED USE: PUBLIC PARK WITH BOAT LAUNCH

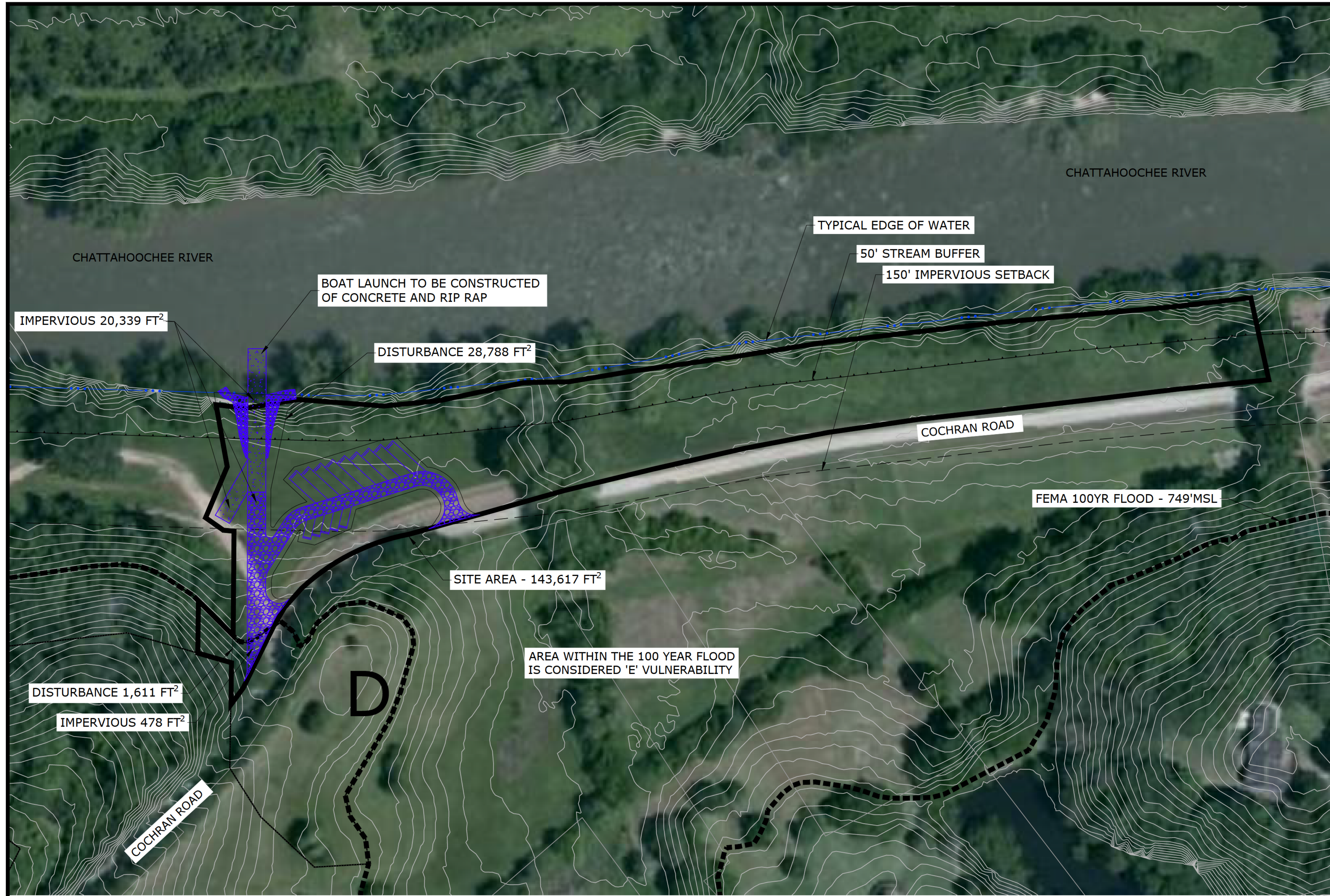
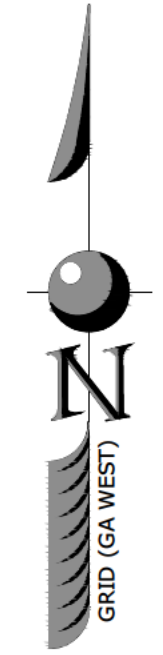
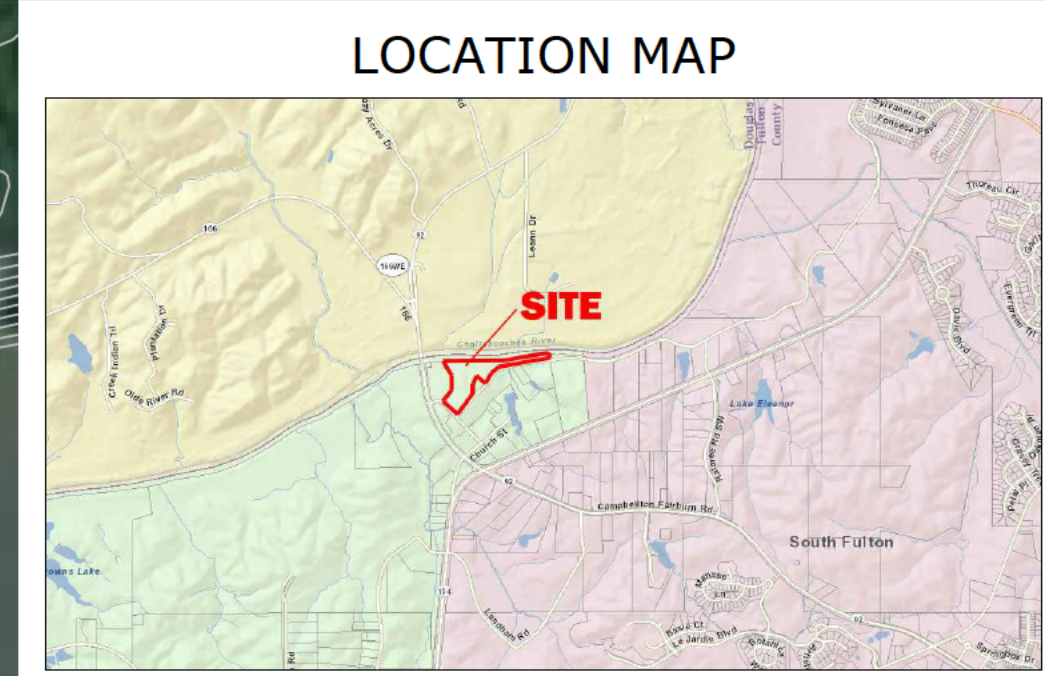


FILE NAME: X:\Employees\B Groves\NEW WORK\Campbellton Park\K\Campbellton Park MIRPA PLAN.dwg PLOT STYLE: SEI-BASE-C.plt DATE: 6/5/2020 USER: NATHAN ADRIAN

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IT IS THE OWNER/DEVELOPER'S RESPONSIBILITY TO VERIFY EXISTING UTILITY CAPACITY PRIOR TO INITIATING DESIGN. THE ENGINEER MAKES NO GUARANTEES, NEITHER EXPRESSED OR IMPLIED, REGARDING EXISTING UTILITY LOCATION, CAPACITY OR CONDITION.







No	REVISION DESCRIPTION	DATE

PROJECT OWNED/DEVELOPED BY:  
 CITY OF CHATTAHOOCHEE HILLS  
 6505 RICO ROAD,  
 CHATTAHOOCHEE HILLS, GEORGIA  
 30268

VULNERABILITY PLAN  
 CAMPBELLTON PARK  
 CITY OF CHATTAHOOCHEE  
 HILLS, GA

ISSUED FOR:  
 REVIEW

Project No:  
 Designed By: NRA  
 Issue Date: 06/3/2020

**SUMMARY OF VULNERABILITY ANALYSIS FOR SITE**

VULNERABILITY CATEGORY	TOTAL SITE AREA (SF)	TOTAL LAND DISTURBANCE (SF)	TOTAL IMPERVIOUS AREA (SF)	% LAND DISTURBANCE	% LAND DISTURBANCE ALLOWED	% IMPERVIOUS PROPOSED	% IMPERVIOUS ALLOWED
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OWNER/DEVELOPER: CITY OF CHATTAHOOCHEE HILLS  
 6505 RICO ROAD  
 CITY OF CHATTAHOOCHEE HILLS, GA  
 PHONE: (770) 463-8881

ENGINEER/SURVEYOR: SOUTHEASTERN ENGINEERING, INC.  
 2470 SANDY PLAINS ROAD  
 MARIETTA, GA 30066  
 PHONE: 770.321.3936

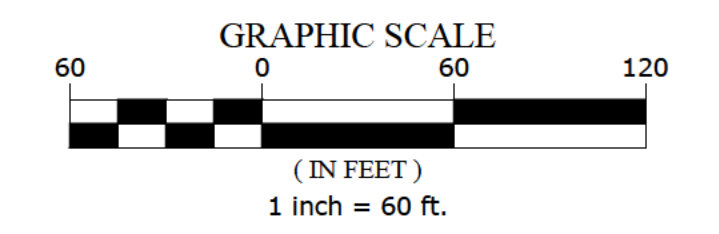
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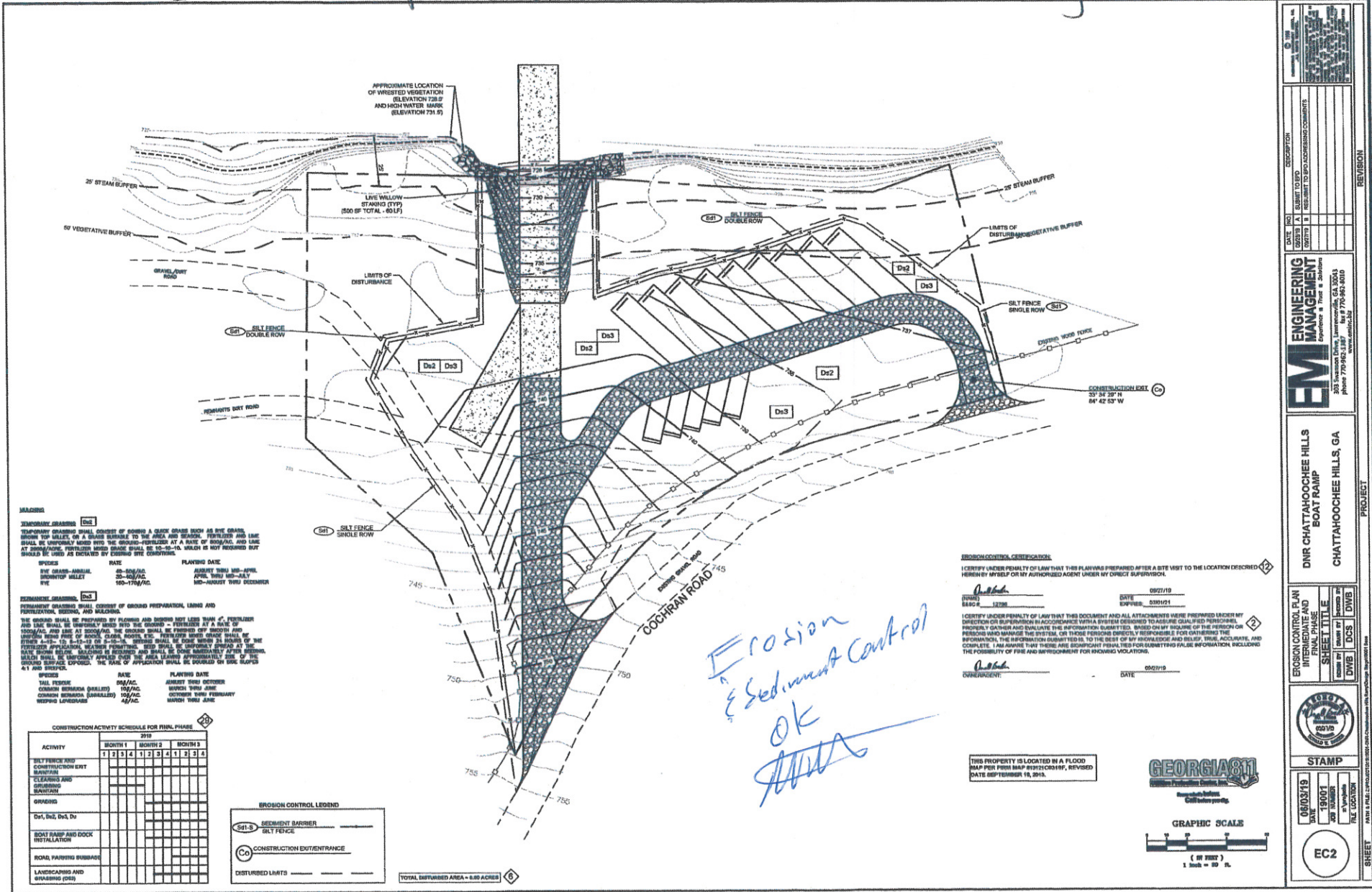


FILE NAME: X:\Employees\B Groves\NEW WORK\Campbellton Park\K\Campbellton Park MIPA PLAN.dwg PLOT STYLE: SEI-BASE-C.plt DATE: 6/4/2020 USER: NATHAN ADRIAN

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IT IS THE OWNER/DEVELOPER'S RESPONSIBILITY TO VERIFY EXISTING UTILITY CAPACITY PRIOR TO INITIATING DESIGN. THE ENGINEER MAKES NO GUARANTEES, NEITHER EXPRESSED OR IMPLIED, REGARDING EXISTING UTILITY LOCATION, CAPACITY OR CONDITION.



# Boat Ramp and Erosion Control Only



**MASSING**

**TEMPORARY GRASSING (Dc1)**  
 TEMPORARY GRASSING SHALL CONSIST OF SEEDING A QUICK GRASS SUCH AS THE GRASS SEEDING MIXTURE OR A GRASS SPECIES TO THE AREA AND SEASON. FERTILIZER AND LIME SHALL BE UNIFORMLY APPLIED TO THE GROUND-FERTILIZER AT A RATE OF 500#/AC AND LIME AT 100#/AC. FERTILIZER USED SHALL BE 16-16-16 UNLESS OTHERWISE SPECIFIED. FERTILIZER SHOULD BE USED AS INDICATED BY EROSION CONTROL SCHEDULES.

**SPECIES**

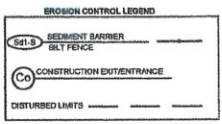
SPECIES	RATE	PLANTING DATE
GRASS-ANNUAL	50-100#/AC	AUGUST THRU NOV-APRIL
STONETOP WILLET	25-50#/AC	APRIL THRU NOV-APRIL
RYE	100-125#/AC	NOV-APRIL THRU DECEMBER

**PERMANENT GRASSING (Dc2)**  
 PERMANENT GRASSING SHALL CONSIST OF GRASS PREPARATION, LIMING AND FERTILIZATION, SEEDING, AND MAINTENANCE.

**THE GRASS SHALL BE PREPARED BY FURNISHING AND APPLYING NOT LESS THAN 4\"/>**

**CONSTRUCTION ACTIVITY SCHEDULES FOR FINAL PHASE**

ACTIVITY	2019											
	MONTH 1			MONTH 2			MONTH 3			MONTH 4		
SILT FENCE AND SILT FENCE BARRIERS	1	2	3	4	1	2	3	4	1	2	3	4
VEGETATION												
GRASSING												
ROADS												
BOAT RAMP AND DOCK INSTALLATION												
ROAD, PARKING SUBGRADE												
LANDSCAPING AND GRASSING (Dc3)												



TOTAL DISTURBED AREA = 6.80 ACRES

*Erosion & Sediment Control OK*

**PROFESSIONAL CERTIFICATION**

I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATION DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT UNDER MY DIRECT SUPERVISION.

DATE: 09/27/19  
 ENGINEER: 0201121

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECT OR SUPERVISOR IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE QUALIFIED PERSONNEL PROPERLY OBTAIN AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY KNOWLEDGE OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS SPECIFICALLY RESPONSIBLE FOR OBTAINING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRULY, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

DATE: 09/27/19

THIS PROPERTY IS LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FIRM MAP #190319P, REVISED DATE SEPTEMBER 18, 2015.



**EM ENGINEERING MANAGEMENT**  
 303 Swanton Drive, Lawrenceville, GA 30043  
 phone 770-962-3389

**DNR CHATTAHOOCHEE HILLS BOAT RAMP CHATTAHOOCHEE HILLS, GA**

**EROSION CONTROL PLAN FOR FINAL PHASE**

**PROJECT**

**REVISION**

NO.	DATE	DESCRIPTION
1	09/27/19	ISSUE FOR PERMITS
2	10/01/19	REVISION TO PERMITS COMMENTS

**STAMP**

09/03/19 DATE  
 19001 JOB NUMBER  
 EC2 SHEET LOCATION



6505 Rico Road Chattahoochee Hills Georgia 30268

MAYOR  
Tom Reed

CITY COUNCIL

Ruby Foster  
Richard Schmidt  
Laurie Searle  
Alan Merrill  
Troy Bettis

CITY MANAGER

Robert T. Rokovitz

[www.chathillsga.us](http://www.chathillsga.us)

(770) 463-8881

Fax (770) 463-8550

**To: Mayor and City Council**  
**From: Mike Morton, Community Development Director**  
**Subject: Concept Plan Application – Serenbe Hamlet Farmette lots**  
**Date: July 7, 2020**

Garnie Nygren, on behalf of Serenbe CH Properties, LLC, has presented an application for approval of a Concept Plan for their recently zoned HM-MU property on the western boundary of Serenbe. The plan proposes three five-acre lots, served by an extension of the roadway that serves the six existing farmette lots on the east side of Watkins Road.

### **Concept Plan**

The Concept plan is the first step in the development approval process. Applications for development, whether a preliminary plat, a Land Disturbance Permit, or Building Permit, are evaluated, in part, on their consistency with the approved concept plan.

A Concept Plan is conceptual in nature. It is typically approved before the real engineering work is done. Concept Plan approval is not the same as site plan approval. It is not a final representation of the location of all site features. It is not uncommon for the plan to undergo minor changes before development occurs. Certain site features can change before approval of the final site plan and yet remain consistent with the concept.

The concept plan will demonstrate that the developer has a handle on the major requirements of the zoning and development regulations, and a demonstration that the property is suitable for the proposed use. It also documents both the city's and the developer's understanding about what will be built on the property.

### **Property Description**

The proposed lots total fifteen acres with approximately 2,500 feet of frontage along Atlanta Newnan Road. It is bounded to the northwest by three farmette lots in the RL district. It is bounded to the south and east by the buffer of the Serenbe Hamlet. Farther east, on the other side of the buffer and across a branch of Cedar Creek, is the Mado neighborhood of Serenbe. Farther south is undeveloped land in Coweta County, also a part of the Serenbe HM-MU district.

The property is almost entirely wooded with some established trails. Cedar Creek and its floodplain lie just to the south of the proposed lots. The elevation varies from about 880 feet on the northernmost of the proposed lots to below 800 feet closer to the creek.

### **Discussion**

According to Chapter 26 Subdivision and Land Development, Section 26-59(d),

*The basis of the planning commission's review and the city council's action on a concept plan shall be whether the concept plan is consistent with the purposes and requirements of this chapter, the zoning ordinance, and all other ordinances that relate to the proposed development, as well as the comprehensive plan and other plans adopted by the city.*

At first this application seems a little odd. The applicant is calling the proposed lots “farmettes,” yet they are in the HM-MU district. We usually think of farmettes as RL district lots. However, the three lots proposed in this concept plan lie outside of the required HM district buffer. This places them firmly under the rural character exceptions to the buffer requirements described in zoning section 35-272 (a) (4): “(b) Any properties within an HM, VL, or TN district that are outside of the district buffer shall be regulated by the RL district standards.” This exception allows development to occur outside of the district buffers when it is consistent with the RL district rules. This is consistent with the very purpose of the buffer requirements. The buffers are intended to hide the intense development that is typical of the mixed-use districts, but not the types of development that are found in the RL district.

The three proposed five acre lots are being subdivided from an existing 52 acre parcel. In the RL district, a property owner may create up to three lots as small as three acres. Subsequent lots must be a minimum of 20 acres in size. The proposed lots meet this requirement since all three buildable lots are more than three acres and the remainder of the current lot is 37 acres, which is larger than the 20 acre requirement. The proposed lots are for single family residential use, which matches the RL district. The RL district setbacks (60 feet in the front, 50 feet in the rear, and 25 feet on the sides) would apply on these lots also.

### **Previous Action**

The property was rezoned to HM-MU by the city on August 7<sup>th</sup>, 2018. That rezoning includes an assemblage of over 260 acres, including land in Coweta County. A concept plan was approved at the time for the Coweta County portion of the property only. No concept plan was presented or approved for this part of the property at that time.

The Planning Commission considered to proposed Concept Plan at their regular meeting on June 11<sup>th</sup>. The planning commission voted unanimously (4-0) to approve the concept plan.

### **Staff Recommendations**

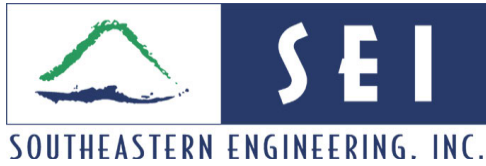
Staff recommends approval of the concept plan.

### **Attachments:**

Letter of Intent

Concept Plan application exhibits

Open Space Exhibit



21  
2470 Sandy Plains Rd  
Marietta, GA 30066  
Phone (770) 321-3936  
Fax (770) 321-3935  
info@seengineering.com

---

June 5, 2020

Mike Morton  
City of Chattahoochee Hills  
6505 Rico Road, Suite A  
Chattahoochee Hills, Ga. 30268

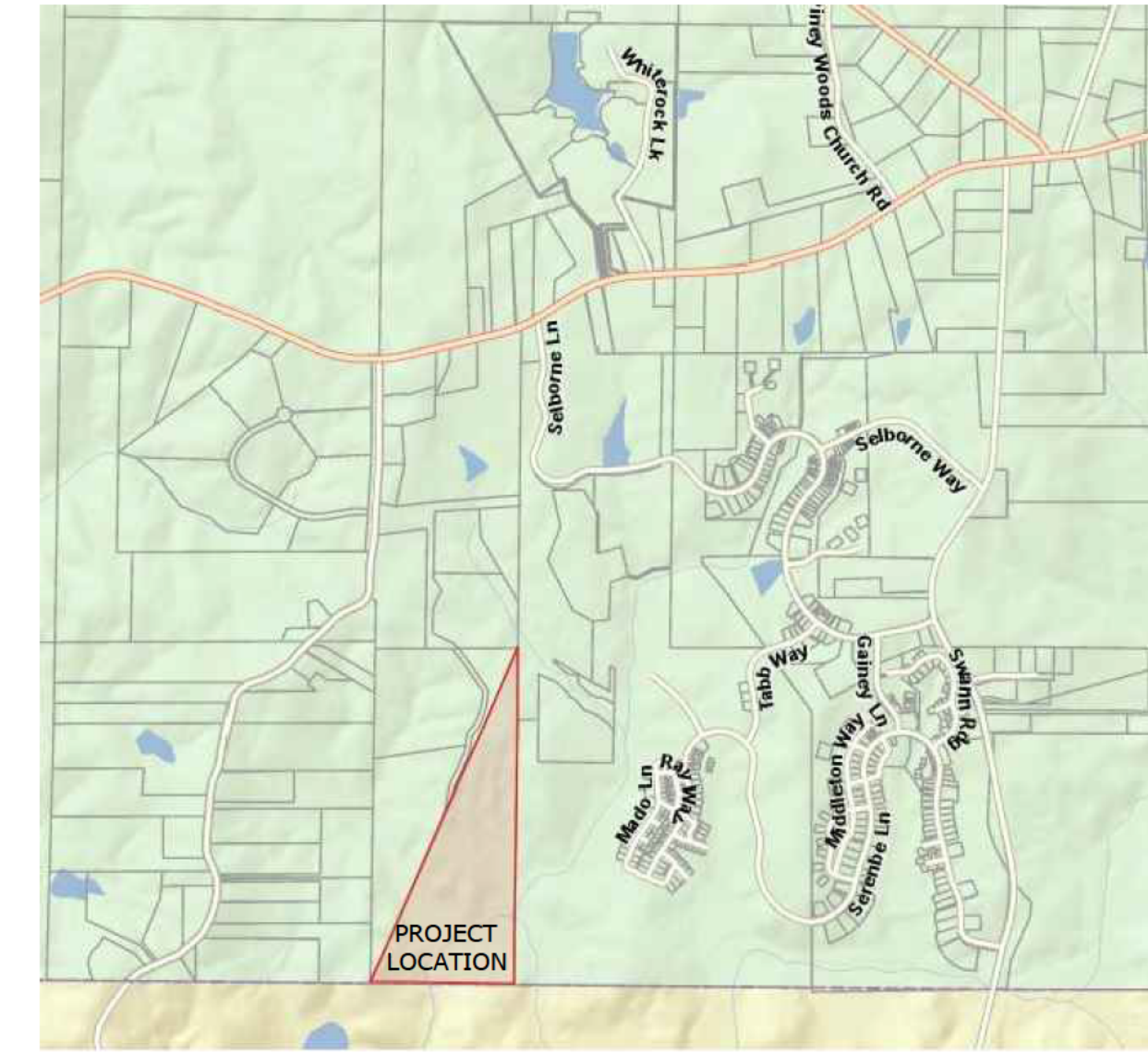
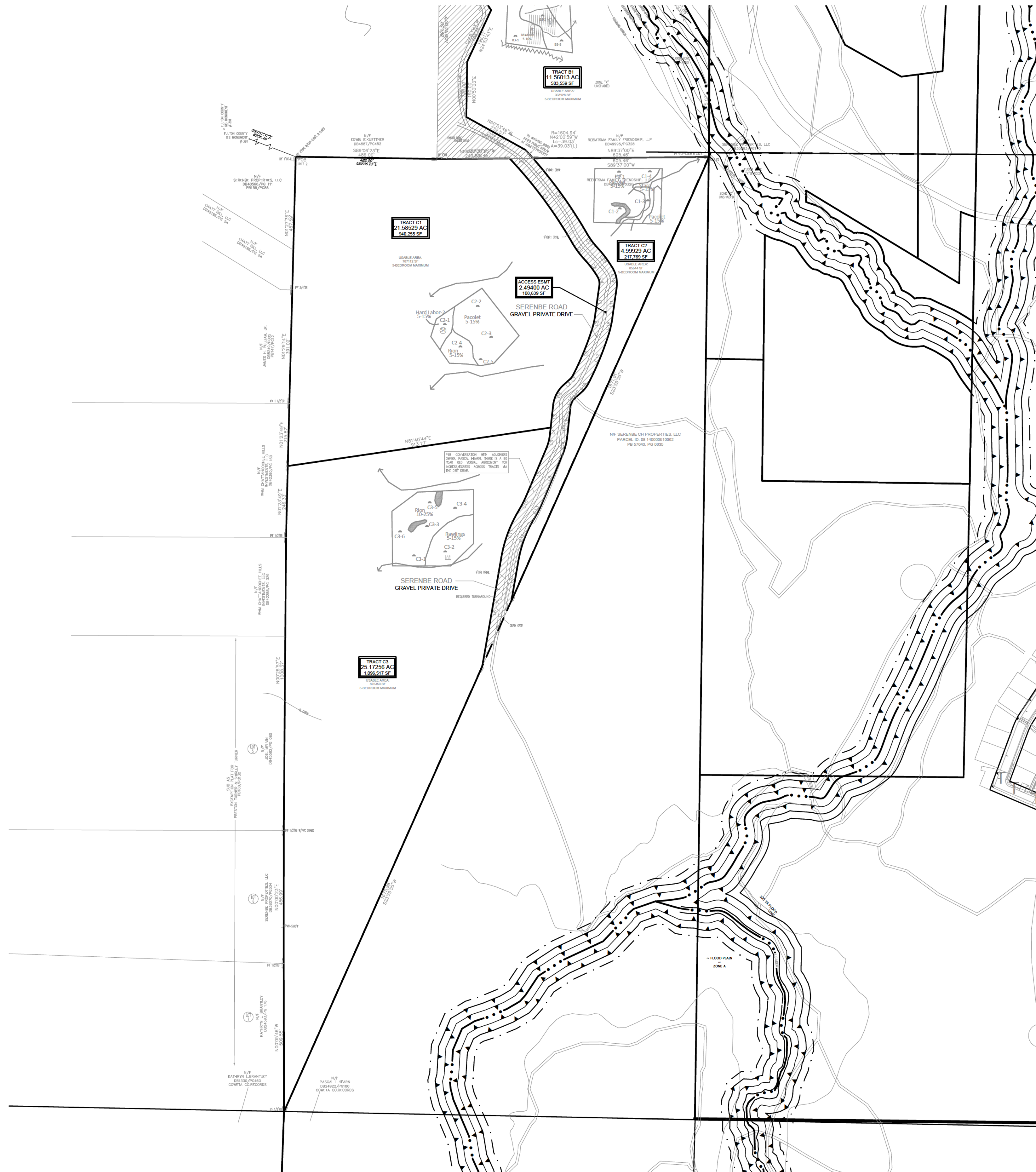
**RE:** Serenbe Farmette Tract C  
Letter of Intent

Dear Mike,

SEI is submitting this application for a Concept Plan & Preliminary Plat on behalf of Serenbe CH Properties, LLC. The subject property is within Land Lot 51 of the 8th District, inside the City of Chattahoochee Hills, Fulton County. The subject properties are currently zoned HM-MU. The subject properties have frontage along Serenbe Road, which has a sixty-foot Access Easement. A concept plan is included for the proposed development and shall be part of this application. The concept plan identifies the three separate Farmette Lots with appropriate district boundary buffers. Please refer to the supporting documents for more information. If you have any questions, please feel free to call.

Sincerely,

Christopher O'Shea, PE  
Southeastern Engineering, Inc.



**SITE DATA**

**OWNER/DEVELOPER:** SERENBE CH PROPERTIES, LLC  
 9110 SELBORNE LANE, PALMETTO GA, 30268  
 PHONE: 404-998-2009

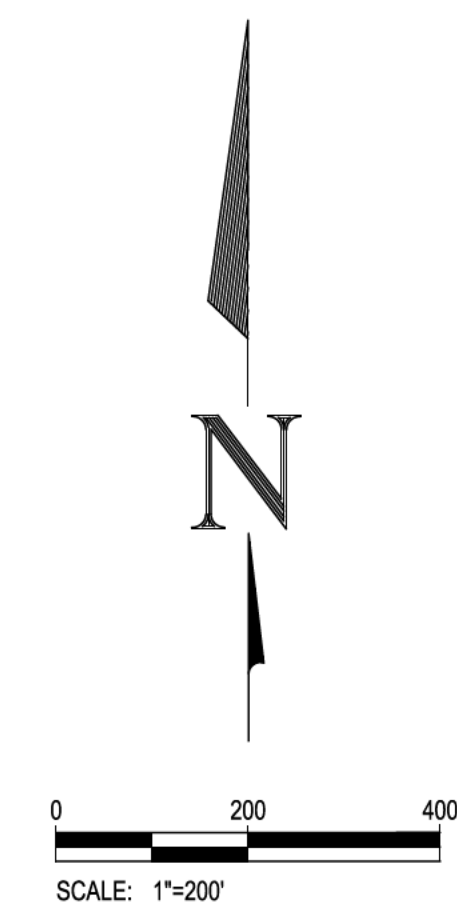
**ENGINEER/SURVEYOR:** SOUTHEASTERN ENGINEERING, INC.  
 2470 SANDY PLAINS ROAD  
 MARIETTA, GA 30066  
 PHONE: 770.321.3936

**BOUNDARY:** BOUNDARY SURVEY UNKNOWN  
**TOPOGRAPHY:** GIS DATA, FULTON COUNTY, GA


**SITE AREA:** 53.7 ACRES  
**NUMBER OF LOTS:** 3  
**DENSITY:** 3 LOTS / 53.7 ACRES = 0.06 UNITS PER ACRE  
**OPEN SPACE:** 71.3%  
**AVERAGE LOT:** 213,444 SF

**FLOOD INFO:** THE DEVELOPED LOTS ARE NOT LOCATED WITHIN THE 100 YEAR FLOOD ZONE PER FEMA FLOOD PANELS # 13121C0438F, DATED 09/18/2013.

**EXISTING ZONING:** HM-MU - HAMLET MIXED USE  
**DEVELOPMENT STANDARDS:** MIN. LOT SIZE: 3.0 ACRE  
 MAX. DENSITY: 3 UNITS PER 20 ACRE  
 MIN. LOT WIDTH FOR FARMETTE OVERALL: 1000'  
 MAX HOUSE HEIGHT: 45'  
 MIN. OPEN SPACE: 70%  
 MIN. FRONT BUILDING SETBACK: 0'  
 MIN. SIDE BUILDING SETBACK: 0' (WITH NO LESS THAT 10' BETWEEN STRUCTURES)  
 MIN. REAR BUILDING SETBACK: 10'  
 MIN. EXTERIOR SETBACK: 10'



THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IT IS THE OWNER/DEVELOPER'S RESPONSIBILITY TO VERIFY EXISTING UTILITY CAPACITY PRIOR TO INITIATING DESIGN. THE ENGINEER MAKES NO GUARANTEES, NEITHER EXPRESSED OR IMPLIED, REGARDING EXISTING UTILITY LOCATION, CAPACITY OR CONDITION.



**SOUTHEASTERN ENGINEERING, INC.**  
 2470 Sandy Plains Road Marietta, Georgia 30066  
 4175 Sabater Way Marietta, Georgia 30066  
 Phone: (770) 321-3936  
 www.seengr.com

No	REVISION DESCRIPTION	DATE

**EXISTING CONDITIONS**  
 TRACT "C" FARMETTES  
 PROJECT LOCATED AT:  
 LL 51.8TH DISTRICT  
 CHATTAHOOCHEE HILLS  
 FULTON COUNTY  
 GEORGIA


**PROJECT OWNED/DEVELOPED BY:**  
 SERENBE CH PROPERTIES, LLC  
 9110 SELBORNE LANE  
 PALMETTO, GEORGIA 30268  
 PHONE: (770) - 463-2609

**24 HOUR CONTACT INFORMATION**  
 JORDAN BEASLEY (404) 998-2009

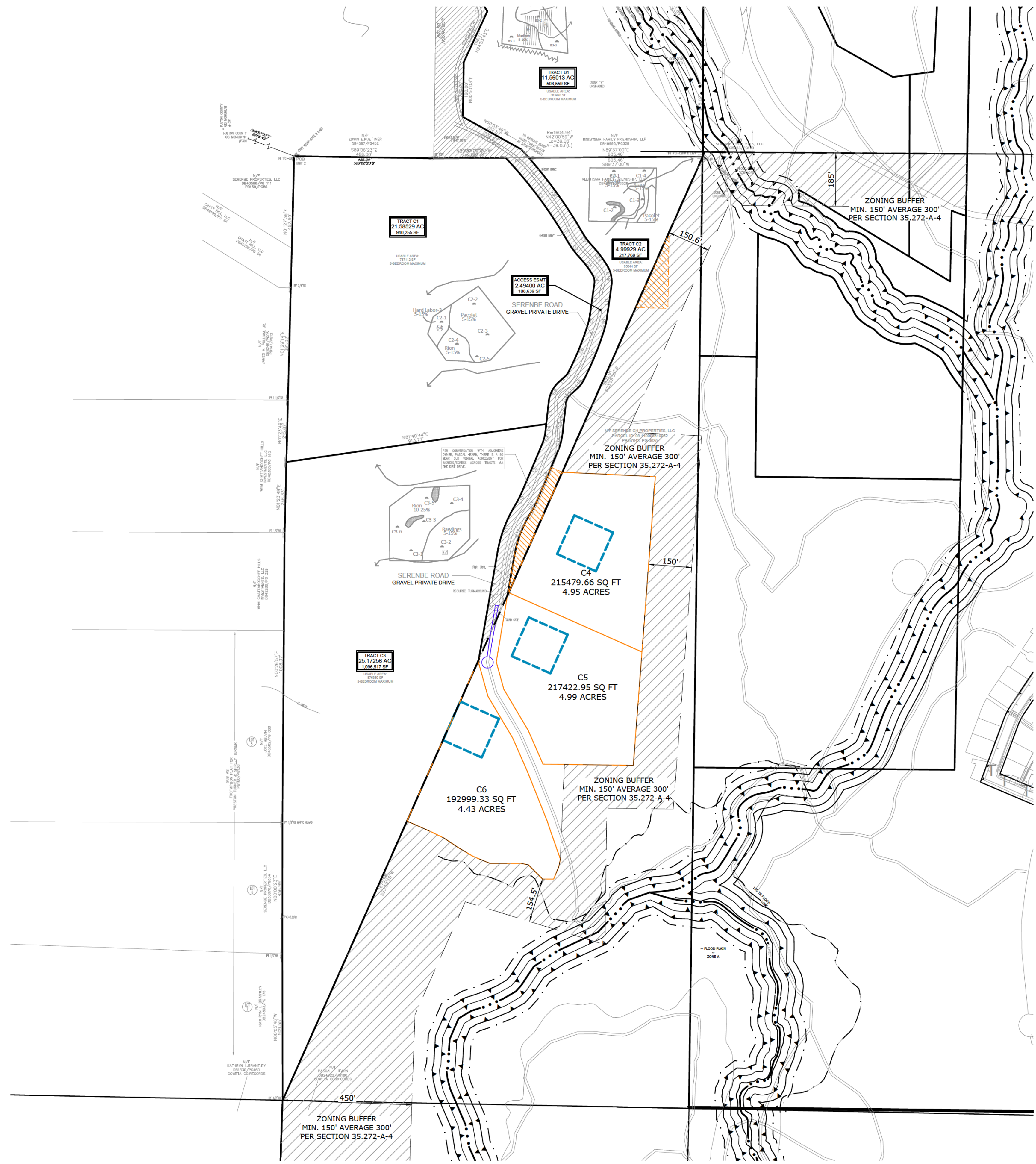
ISSUED FOR:  
 PRELIMINARY PLAT

Project No.: 115-19-185  
 Designed By: CLO  
 Issue Date: 06-05-2020

1



Know what's below.  
 Call before you dig.



**SITE DATA**

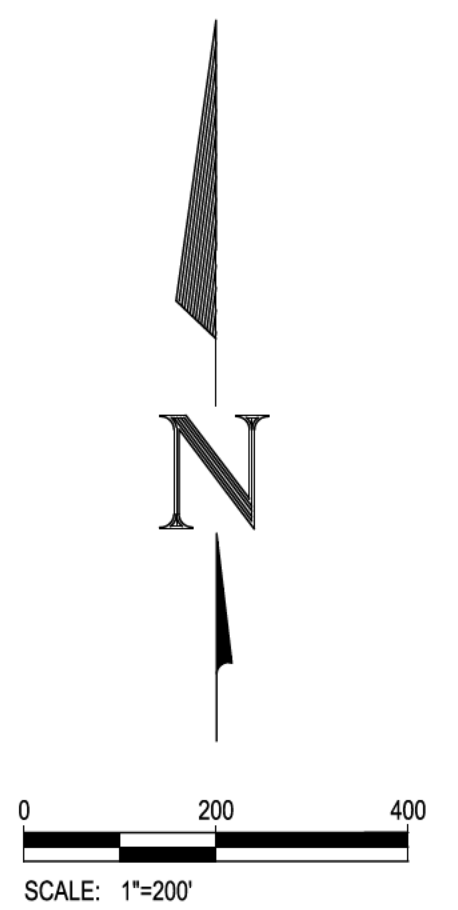
**OWNER/DEVELOPER:** SERENBE CH PROPERTIES, LLC  
9110 SELBORNE LANE, PALMETTO GA, 30268  
PHONE: 404-998-2009

**ENGINEER/SURVEYOR:** SOUTHEASTERN ENGINEERING, INC.  
2470 SANDY PLAINS ROAD  
MARIETTA, GA 30066  
PHONE: 770.321.3936

**BOUNDARY:** BOUNDARY SURVEY UNKNOWN  
**TOPOGRAPHY:** GIS DATA, FULTON COUNTY, GA

**SITE AREA:** 53.7 ACRES  
**NUMBER OF LOTS:** 3  
**DENSITY:** 3 LOTS / 53.7 ACRES = 0.06 UNITS PER ACRE  
**OPEN SPACE:** 71.3%  
**AVERAGE LOT:** 213,444 SF  
**FLOOD INFO:** THE DEVELOPED LOTS ARE NOT LOCATED WITHIN THE 100 YEAR FLOOD ZONE PER FEMA FLOOD PANELS # 13121C0438F, DATED 09/18/2013.

**EXISTING ZONING:** HM-MU - HAMLET MIXED USE  
**DEVELOPMENT STANDARDS:**  
MIN. LOT SIZE: 3.0 ACRE  
MAX. DENSITY: 3 UNITS PER 20 ACRE  
MIN. LOT WIDTH FOR FARMETTE OVERALL: 1000'  
MAX HOUSE HEIGHT: 45'  
MIN. OPEN SPACE: 70%  
MIN. FRONT BUILDING SETBACK: 0'  
MIN. SIDE BUILDING SETBACK: 0' (WITH NO LESS THAT 10' BETWEEN STRUCTURES)  
MIN. REAR BUILDING SETBACK: 10'  
MIN. EXTERIOR SETBACK: 10'



THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IT IS THE OWNER/DEVELOPER'S RESPONSIBILITY TO VERIFY EXISTING UTILITY CAPACITY PRIOR TO INITIATING DESIGN. THE ENGINEER MAKES NO GUARANTEES, NEITHER EXPRESSED OR IMPLIED, REGARDING EXISTING UTILITY LOCATION, CAPACITY OR CONDITION.

23

**SOUTHEASTERN ENGINEERING, INC.**  
2470 Sandy Plains Road Marietta, Georgia 30066  
4175 Spillane Way Marietta, Georgia 30066  
770-321-3936  
www.seengineering.com

No	REVISION DESCRIPTION	DATE

**OVERALL SITE PLAN**

**TRACT "C" FARMETTES**

PROJECT LOCATED AT:  
LL 51.8TH DISTRICT  
CHATTahoochee HILLS  
FULTON COUNTY  
GEORGIA

**SERENBE CH PROPERTIES, LLC**

9110 SELBORNE LANE  
PALMETTO, GEORGIA 30268  
PHONE: (770) - 463-2609

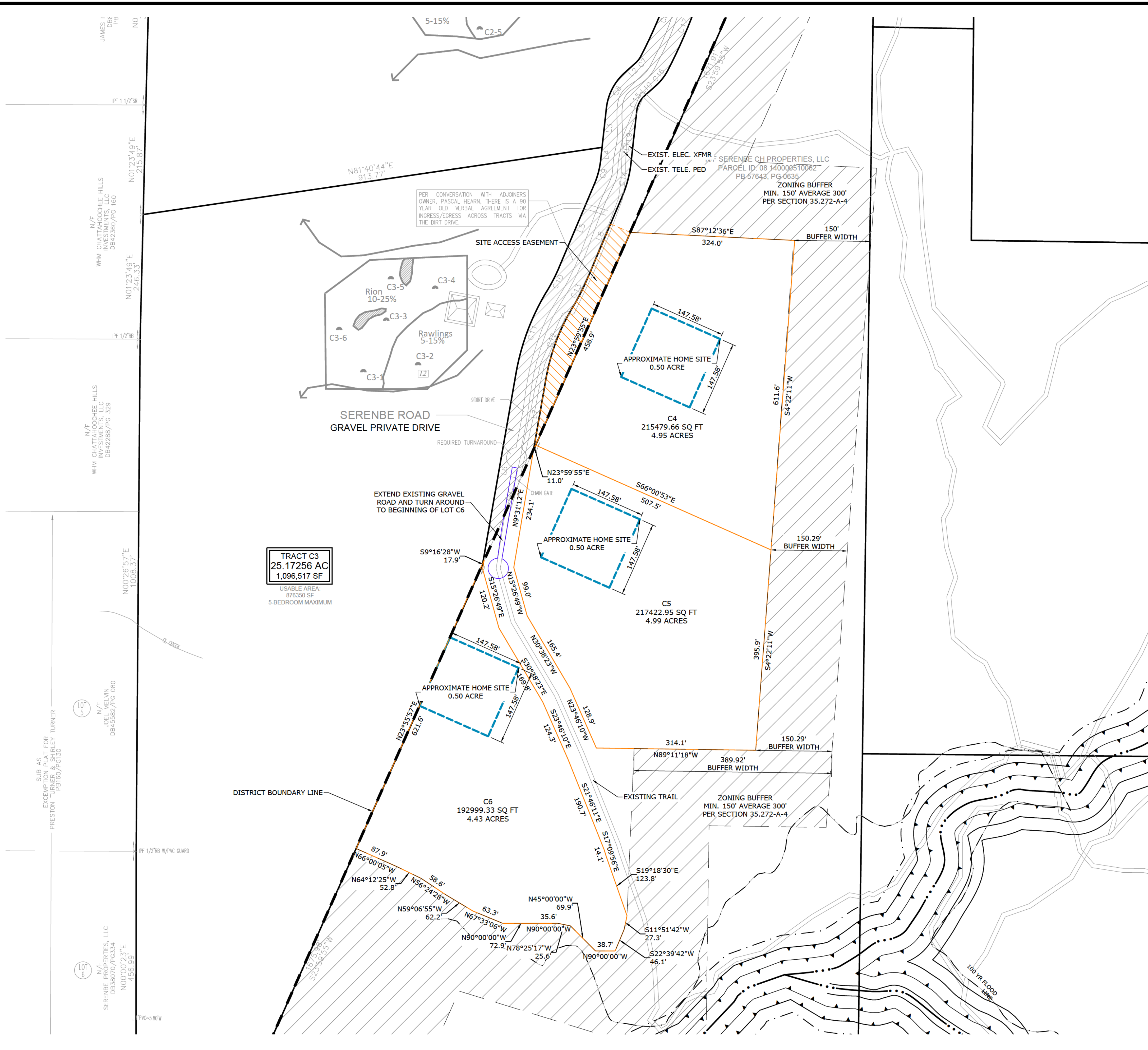
24 HOUR CONTACT INFORMATION  
JORDAN BEASLEY (404) 998-2009

ISSUED FOR:  
PRELIMINARY PLAT

Project No.: 115-19-185  
Designed By: CLO  
Issue Date: 06-05-2020

2

Know what's below.  
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**TRACT C3**  
25.17256 AC  
1,096,517 SF  
USABLE AREA:  
876350 SF  
5-BEDROOM MAXIMUM



**SITE DATA**

**OWNER/DEVELOPER:** SERENBE CH PROPERTIES, LLC  
9110 SELBORNE LANE, PALMETTO GA, 30268  
PHONE: 404-998-2009

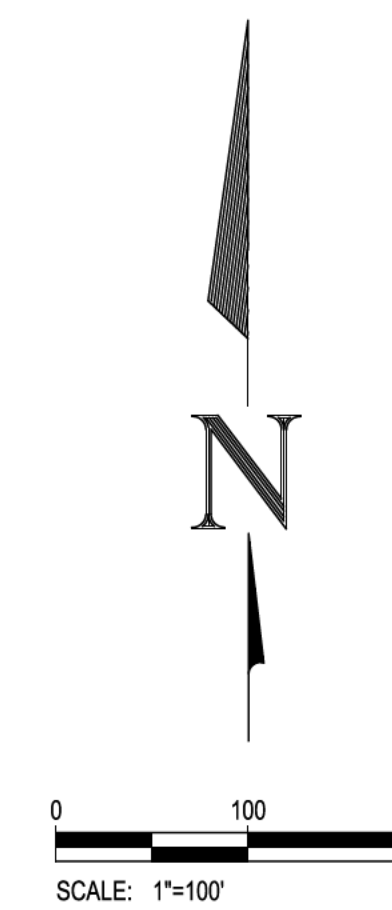
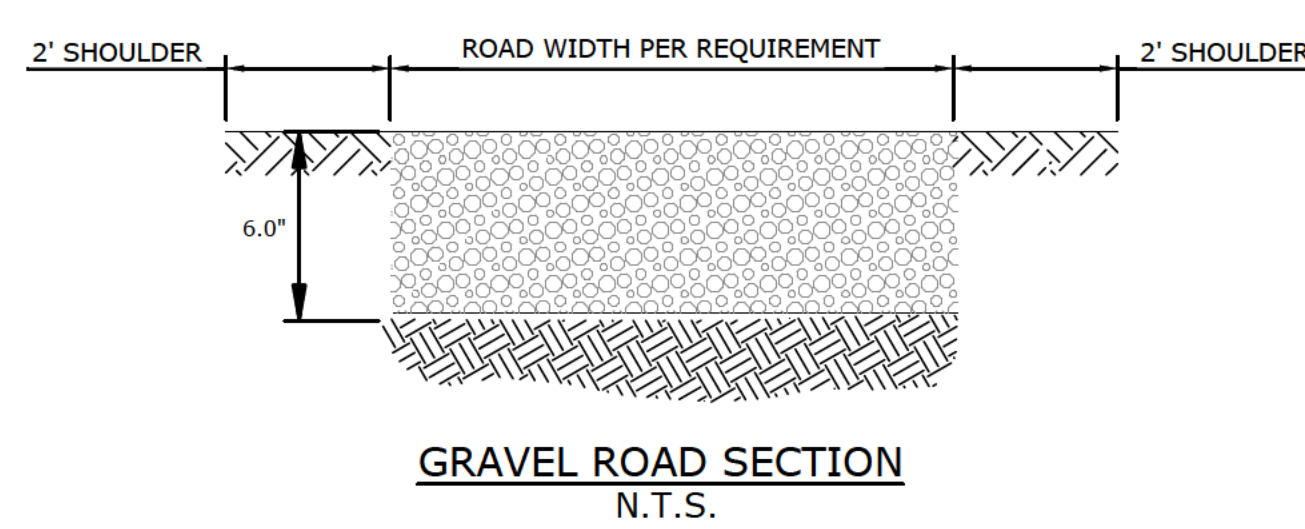
**ENGINEER/SURVEYOR:** SOUTHEASTERN ENGINEERING, INC.  
2470 SANDY PLAINS ROAD  
MARIETTA, GA 30066  
PHONE: 770.321.3936

**BOUNDARY:** BOUNDARY SURVEY UNKNOWN  
**TOPOGRAPHY:** GIS DATA, FULTON COUNTY, GA

**SITE AREA:** 53.7 ACRES  
**NUMBER OF LOTS:** 3  
**DENSITY:** 3 LOTS / 53.7 ACRES = 0.06 UNITS PER ACRE  
**OPEN SPACE:** 71.3%  
**AVERAGE LOT:** 213,444 SF

**FLOOD INFO:** THE DEVELOPED LOTS ARE NOT LOCATED WITHIN THE 100 YEAR FLOOD ZONE PER FEMA FLOOD PANELS # 13121C0438F, DATED 09/18/2013.

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MAX HOUSE HEIGHT: 45'  
MIN. OPEN SPACE: 70%  
MIN. FRONT BUILDING SETBACK: 0'  
MIN. SIDE BUILDING SETBACK: 0' (WITH NO LESS THAT 10' BETWEEN STRUCTURES)  
MIN. REAR BUILDING SETBACK: 10'  
MIN. EXTERIOR SETBACK: 10'



24

**SOUTHEASTERN ENGINEERING, INC.**  
2470 Sandy Plains Road Marietta, Georgia 30066  
4175 Shiloh Way Marietta, Georgia 30066  
Phone: (770) 321-3936  
www.seengineering.com

No	REVISION DESCRIPTION	DATE

**SERENBE CH PROPERTIES, LLC**  
9110 SELBORNE LANE  
PALMETTO, GEORGIA 30268  
PHONE: (770) - 463-2609

**TRACT "C" FARMETTES**  
PROJECT LOCATED AT:  
LL 51, 8TH DISTRICT  
CHATTAHOOCHEE HILLS  
FULTON COUNTY  
GEORGIA

ISSUED FOR:  
PRELIMINARY PLAT

Project No: 115-19-185  
Designed By: CLO  
Issue Date: 06-05-2020

3

Know what's below.  
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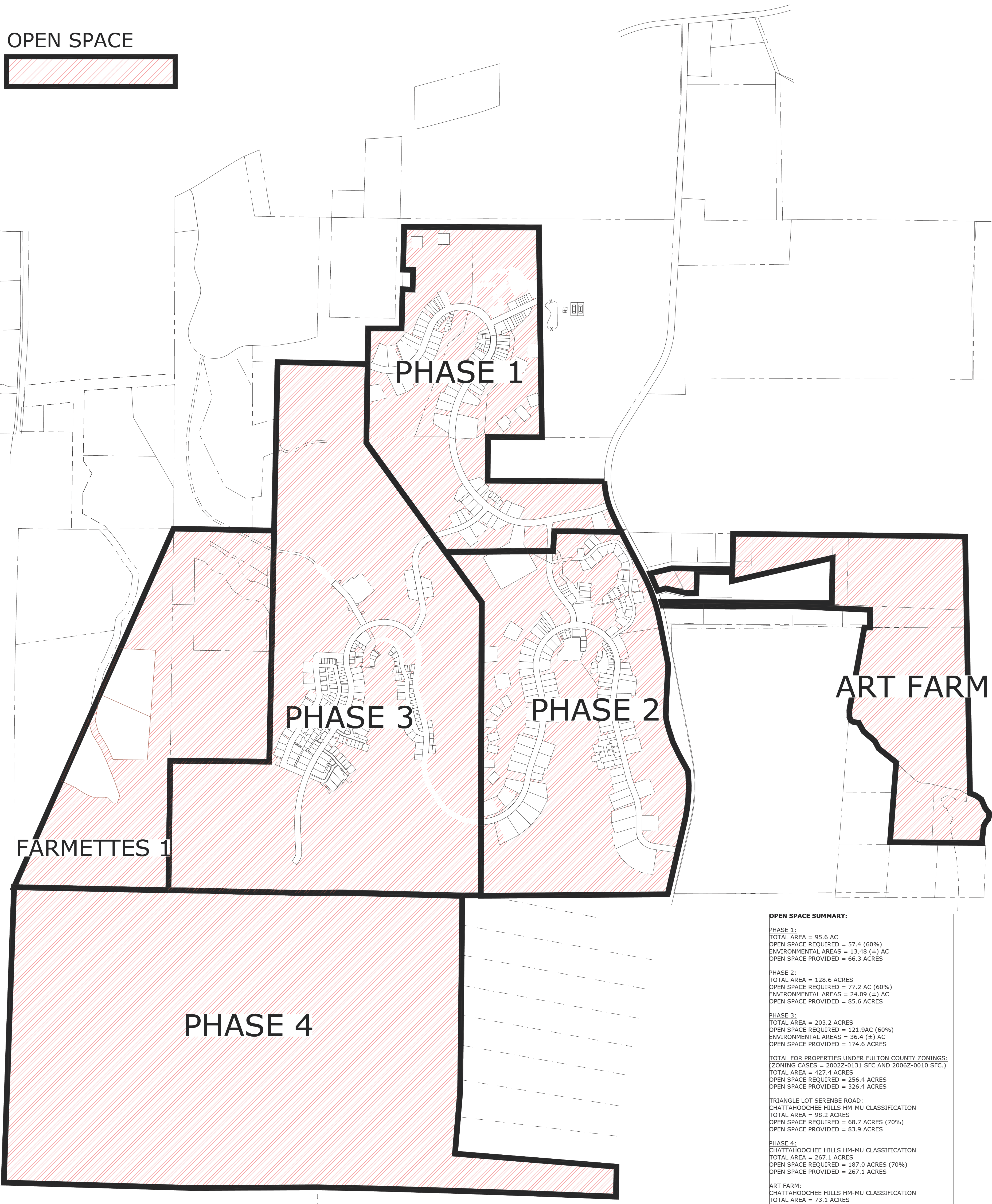
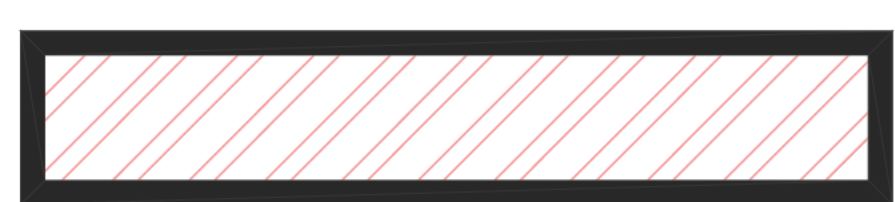
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### OPEN SPACE



**OPEN SPACE SUMMARY:**

**PHASE 1:**  
 TOTAL AREA = 95.6 AC  
 OPEN SPACE REQUIRED = 57.4 (60%)  
 ENVIRONMENTAL AREAS = 13.48 (±) AC  
 OPEN SPACE PROVIDED = 66.3 ACRES

**PHASE 2:**  
 TOTAL AREA = 128.6 ACRES  
 OPEN SPACE REQUIRED = 77.2 AC (60%)  
 ENVIRONMENTAL AREAS = 24.09 (±) AC  
 OPEN SPACE PROVIDED = 85.6 ACRES

**PHASE 3:**  
 TOTAL AREA = 203.2 ACRES  
 OPEN SPACE REQUIRED = 121.9AC (60%)  
 ENVIRONMENTAL AREAS = 36.4 (±) AC  
 OPEN SPACE PROVIDED = 174.6 ACRES

**TOTAL FOR PROPERTIES UNDER FULTON COUNTY ZONINGS:**  
 (ZONING CASES = 2002Z-0131 SFC AND 2006Z-0010 SFC.)  
 TOTAL AREA = 427.4 ACRES  
 OPEN SPACE REQUIRED = 256.4 ACRES  
 OPEN SPACE PROVIDED = 326.4 ACRES

**TRIANGLE LOT SERENBE ROAD:**  
 CHATTAHOOCHEE HILLS HM-MU CLASSIFICATION  
 TOTAL AREA = 98.2 ACRES  
 OPEN SPACE REQUIRED = 68.7 ACRES (70%)  
 OPEN SPACE PROVIDED = 83.9 ACRES

**PHASE 4:**  
 CHATTAHOOCHEE HILLS HM-MU CLASSIFICATION  
 TOTAL AREA = 267.1 ACRES  
 OPEN SPACE REQUIRED = 187.0 ACRES (70%)  
 OPEN SPACE PROVIDED = 267.1 ACRES

**ART FARM:**  
 CHATTAHOOCHEE HILLS HM-MU CLASSIFICATION  
 TOTAL AREA = 73.1 ACRES  
 OPEN SPACE REQUIRED = 51.2 ACRES (70%)  
 OPEN SPACE PROVIDED = 73.1 ACRES

**TOTAL AREA = 865.8 ACRES**  
 TOTAL OPEN SPACE REQUIRED = 256.4 + 306.9 = 563.3 AC  
 TOTAL OPEN SPACE PROVIDED = 326.4 + 424.1 = 750.5 AC  
 OPEN SPACE REQUIREMENT MET FOR OVERALL DEVELOPMENT

\* AREAS ARE APPROXIMATE, PHASES DO NOT NECESSARILY REPRESENT ACTUAL DEVELOPMENT PHASES AS SHOWN IN THE RECORDED PLATS.



Know what's below.  
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Project No.: 115  
 Designed By: CJO  
 Issue Date: 06/25/20

**C1.0.1**

**OPEN SPACE EXHIBIT**

**SERENBE**

PROJECT LOCATED AT:  
 LL 45, 46, 51, 52, 19, 8TH DISTRICT  
 FULTON AND COWETA COUNTIES  
 CITY OF CHATTAHOOCHEE HILLS

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PROJECT OWNED/DEVELOPED BY:  
**SERENBE DEVELOPMENT CORP.**

9110 SELBORNE LANE  
 CHATTAHOOCHEE HILLS  
 PHONE : (770)-463-2609

24 HOUR CONTACT INFORMATION  
 WAYNE ISAAC (770)-280-5756

No	ISSUED DESCRIPTION	DATE
1	ISSUE FOR FARMETTE C TRACT CONCEPT PLAN	06/25/20

**SOUTHEASTERN ENGINEERING, INC.**

2470 Sandy Plains Road Marietta, Georgia 30066  
 tel: 770-321-3936 fax: 770-321-3935  
 www.seengineering.com

**AGREEMENT OF AUTOMATIC AID**

**City of South Fulton Fire & Rescue  
and Chattahoochee Hills Fire & Rescue**

This Agreement of Automatic Aid (referred to herein as “Agreement”) is entered into by and between the City of South Fulton, a political subdivision of the State of Georgia, acting by and through its duly elected Mayor and Council, and the City of Chattahoochee Hills, Georgia, organized and existing under the laws of the State of Georgia (referred to herein as “Chattahoochee Hills”), acting by and through its duly elected Mayor and Council (the parties collectively referred to herein as the “Parties”).

**WITNESSETH:**

**WHEREAS**, City of South Fulton and City of Chattahoochee Hills are contiguous,

**WHEREAS**, City of South Fulton and City of Chattahoochee Hills each maintain and staff a fire department for fire prevention, fire suppression, hazardous material, technical rescue, and support services;

**WHEREAS**, City of South Fulton and City of Chattahoochee Hills have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render supplemental automatic assistance to the other Party for fire suppression in accordance with this Agreement, and to take part in joint training exercises; and

**WHEREAS**, it is the desire of the Parties hereto to enter into this Agreement for automatic aid (referred to herein as “Automatic Aid”) pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A. § 36-69-3, et seq.- “The Georgia Mutual Aid Act.”

**NOW THEREFORE**, in consideration, of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree as follows:

**ARTICLE 1: AUTOMATIC AID**

**Paragraph 1.0** The Parties shall establish a mutually beneficial response district (referred to herein as the “Response District”) which shall exist within and up to certain feasible boundary limits as designated and agreed upon by the South Fulton Fire Chief and Chattahoochee Hills Fire Chief. Said agreed upon bounds will be recorded in a document written and signed by both the South Fulton Fire Chief and the Chattahoochee Hills Fire Chief. Subsequently, that document shall be attached and incorporated into this Agreement as “Addendum A.” The Response District may be changed to reflect additions or deletions of response areas with the written approval or both parties.

**Paragraph 1.1** In the event of a fire emergency in the Response District, City of South Fulton and City of Chattahoochee Hills shall furnish such fire resources as defined in the Memorandum of Understanding (“MOU”) attached as “Addendum B” to cope with the fire emergency, in addition to the first response assignment, but subject to the limitations herein after set forth in this Agreement. In consideration of each Party’s automatic assistance to the other upon the occurrence of an emergency condition in any portion of the Response District, a predetermined number of firefighting equipment and personnel of both parties shall be dispatched, to such point

where the emergency condition hereinafter stated. Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures will be developed by the South Fulton Fire Chief and Chattahoochee Hills Fire Chief. These details are stipulated in the MOU and signed by the Chiefs of both Parties. Said MOU may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

**Paragraph 1.2** The level of Automatic Aid shall exist at a level mutually agreed upon by the South Fulton Fire Chief and Chattahoochee Hills Fire Chief as stated in the MOU. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- a. The predetermined amount of aid, type of equipment and number of personnel shall be sent, unless such amount of assistance is unavailable due to emergency conditions confronting either Party's forces at the time of need for assistance under this Agreement.
- b. In fulfilling their obligations provided in this Agreement, both Parties shall comply with the procedures set forth in the MOU attached in Addendum B.

**Paragraph 1.3** It is further agreed that the Fire Chiefs of both City of South Fulton and Chattahoochee Hills, or their designees, will ensure training is schedule between South Fulton Fire Rescue and Chattahoochee Hills Fire Rescue, at a minimum, Quarterly in accordance with the MOU. This will insure the operational efficiency of this Agreement.

**Paragraph 1.4** The amount and type of assistance, fire rescue response, limitations, training, communications, dispatch to emergencies, incident command, fire incident reporting are stated in detail in the MOU.

## **ARTICLE 2: SUPERVISION**

**Paragraph 2.0** The furnishing jurisdiction shall dispatch a high-level officer of its Fire Department ("Chief Officer") who is a "qualified incident commander" as addressed and described in the Incident Command System and National Incident Management System. The Chief Officer shall coordinate resources of the furnishing jurisdiction and shall report to the Chief Officer of the receiving jurisdiction.

**Paragraph 2.1** When the furnishing jurisdiction's Chief Officer arrives before the Chief Officer of the receiving jurisdiction, the furnishing jurisdiction's Chief Officer shall coordinate and give the general directions as to the work to be done. This officer will be in command until properly relieved by the Chief Officer of the jurisdiction receiving aid.

**Paragraph 2.2** Personnel who are being furnished will work under their own supervisors and with their own equipment except as provided in paragraph 2.0.

**Paragraph 2.3** All general direction, relative to the work, will be given by the appropriate officers of the receiving jurisdiction to the Chief Officer of the furnishing jurisdiction under the authority of O.C.G.A. 36-69-3(b) & (e), except as provided in paragraph 2.1.

### **ARTICLE 3: LIABILITY**

**Paragraph 3.0** There is no special duty imposed by this Agreement on either Party and/or its respective personnel to respond to fire, rescue, or any other calls and/or requests pursuant to this Agreement as per O.C.G.A. 25-6-5-(a) and other applicable laws.

**Paragraph 3.1** No employee of a Party shall be deemed to be an employee and/or agent of the other party because of any action or incident arising pursuant of this Agreement, as per O.C.G.A.25-6-5-(b) and other applicable laws.

**Paragraph 3.2** All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction as per O.C.G.A.25-6-5-(c) and other applicable laws.

**Paragraph 3.3** Equipment, personnel, and/or services provided pursuant to the Agreement as Automatic Aid, for periods or durations not exceeding 24 hours, shall be provided at no charge to the party requesting aid, unless an expendable item such as foam was provided. These expendable items shall be replaced by the party requesting aid. However, any expenses recoverable from third Parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar recovery of funds from any state or federal agency under any existing statute, regulation or law.

### **ARTICLE 4: CONSIDERATIONS**

**Paragraph 4.0** No party under this Agreement will be required to pay any compensation to any other party under this Agreement for services rendered pursuant to this Agreement.

**Paragraph 4.1** It is expressly agreed that the mutual advantage and protection afforded by this Agreement is adequate consideration to both Parties for services rendered pursuant to this Agreement.

**Paragraph 4.2** Each Party to this Agreement shall comply with the Workers' Compensation laws of the State of Georgia at no cost to the other party.

**Paragraph 4.3** Each Party shall pay the salaries, benefits, and all other compensation of its own personnel at no cost to the other party.

### **ARTICLE 5: RELEASE OF CLAIMS**

**Paragraph 5.0** Each Party agrees to release the other party from all liabilities, claims, judgements, costs, or demands for damage to its own property, whether directly or indirectly arising out of the use of any vehicle, equipment, or apparatus by the party to which said property does not belong during the provision of service pursuant to this Agreement.

### **ARTICLE 6: INJURIES TO PERSONNEL**

**Paragraph 6.0** Any damage or other compensation which is required to be paid to any employee by reason of an injury occurring while their services are being utilized by the responding and/or receiving jurisdictions, pursuant to this Agreement, shall be the sole liability and responsibility of the party regularly employing that employee.

## **ARTICLE 7: THIRD PARTY BENEFICIARIES**

**Paragraph 7.0** This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third party, and no third party shall have any right of action hereunder, for any cause whatsoever.

## **ARTICLE 8: TERM OF AGREEMENT**

**Paragraph 8.0** This Agreement shall commence upon its approval and appropriate recording in the minutes by the respective governing bodies of the Parties. This Agreement shall stand automatically renewed by the Parties on January 1, and each year thereafter on January 1, unless and until such time as written notice of termination or notification is received by either Party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter.

## **ARTICLE 9: DISPATCHING OF ALARM AUTOMATIC AID**

**Paragraph 9.0** Fulton County emergency services (referred to herein as the “Fulton County 911 Center”) will dispatch all first responder units as per this Agreement. Fire apparatus will respond on first and multiple alarm structural fire in the Response District. Aid will be dispatched to reported structural fires on the initial alarm. The aid shall be provided 24 hours a day, 365 days a year.

## **ARTICLE 10: ENTIRE AGREEMENT**

**Paragraph 10.0** This Agreement shall constitute the entire Agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

**Paragraph 10.1** This Agreement shall be the sole instrument for the provision of emergency fire and rescue service aid between the parties.

## **ARTICLE 11: TERMINATION**

**Paragraph 11.0** Either Party to this Agreement may terminate the Agreement, for any cause, by giving not less than ninety (90) days advance written notice to the other party.

## **ARTICLE 12: SEVERABILITY OF TERMS**

**Paragraph 12.0** In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE 13: NOTICES**

**Paragraph 13.0** All notices or other communications required or permitted to be given under this Agreement shall be in writing.

All notices shall be deemed to have been duly delivered to the party intended to receive said notice or communication when delivered personally, in hand, or when mailed by certified or registered mail, return receipt requested, with proper postage prepaid and addressed to the appropriate party at the appropriate address as identified below:

To City of South Fulton:

City of South Fulton  
 Attn: City Manager  
 5440 Fulton Industrial Blvd  
 Atlanta, Ga 30336

City of South Fulton  
 Attn: Fire Chief  
 5440 Fulton Industrial Blvd Atlanta,  
 Ga 30336

To City of Chattahoochee Hills

City of Chattahoochee Hills  
 Attn: City Manager  
 6505 Rico Rd  
 Chattahoochee Hills Ga 30268

City of Chattahoochee Hills  
 Attn: Fire Chief  
 6505 Rico Rd  
 Chattahoochee Hills Ga 30268

#### **ARTICLE 14: GOVERNING LAW**

**Paragraph 14.0** This Agreement shall be governed in all respects by the laws of the State of Georgia. Should any litigation arise under the provisions of the Agreement or related to this Agreement, proper venue shall lie in a court of competent jurisdiction in Fulton County.

#### **ARTICLE 15: ADEQUATE COVERAGE FOR OWN JURSDICATION**

**Paragraph 15.0** Each Party is responsible for providing adequate coverage for its own jurisdiction. Each Party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose any responsibility or unconditional obligation on any Party to this Agreement to provide aid and assistance pursuant to a request from another Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide mutual Automatic Aid.

#### **ARTICLE 16: INSURANCE**

**Paragraph 16.0** Each party to this Agreement shall procure and maintain such insurance as is required by applicable federal and state law to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. Each Party may self-fund its insurance obligation.

**ARTICLE 17: COUNTERPARTS**

**Paragraph 17.0** This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their authorized representatives below.

### **Addendum A**

The 'Response District' for the 'Automatic Aid Response' Agreement between the City of South Fulton and the City of Chattahoochee Hills Fire Departments will be considered the corporate limits of both cities. The assistance that will be furnished to each other in the 'Response District' is addressed in Addendum B. This 'Response District' is mutually beneficial to both City of South Fulton and City of Chattahoochee Hills in responding to fire related emergencies. The 'Response District' may be modified through a written agreement of both the Fire Chiefs of City of South Fulton and City of Chattahoochee Hills, or their designees, as staffing, equipment, and local conditions within both municipalities evolve.



## **Addendum B**

### **MEMORANDUM OF UNDERSTANDING**

#### **AGREEMENT OF AUTOMATIC AID BETWEEN THE CITY OF SOUTH FULTON FIRE RESCUE AND THE CITY OF CHATTAHOOCHEE HILLS FIRE RESCUE**

This Memorandum of Understanding (“MOU”) is authorized by the Mayor and council of both The City of South Fulton and The City of Chattahoochee Hills in an agreement dated \_\_\_\_\_.

The purpose of this MOU is to outline the procedures for implementing the Automatic Aid or Assistance response between the City of South Fulton Fire Rescue and the City of Chattahoochee Hills Fire Rescue. This MOU is a guide for routine operations.

#### **AMOUNT AND TYPE OF ASSISTANCE**

This Agreement is for the exchange of fire service in specified Response District. Fire apparatus will respond on first or multiple alarm structural fire incidents in the Response District.

Companies required in addition to first or multiple alarm assignment must be requested in accordance with procedures established in this Agreement.

The 'Automatic Response' that may normally be expected within the ' Automatic Response District' for structure fire responses only will be:

#### **South Fulton Fire Department:**

One (1) Ladder Truck with 3-4 Firefighters and/ or Engine Company (Class A) with 3-4 Firefighters, and

One (1) Battalion Chief.

#### **Chattahoochee Hills Fire Department:**

One (1) Ladder Truck with 3-4 Firefighters and/ or Engine Company (Class A) with 3-4 Firefighters, and

One (1) Battalion Chief.

These response levels may be altered by written agreement between the Fire Chiefs of both City of South Fulton and The City of Chattahoochee Hills, or their designees, depending on local conditions or circumstances. Additionally, these response levels may be altered in the future as local staffing, equipment, and conditions evolve.

#### **LIMITATIONS**

If the agreed upon response from either Party is not available or is temporarily depleted, the assisting department need not respond. However, if a fill-in company is in quarters at a fire station, which is part of the Agreement, that company will respond. If the response is not available, the other party will be notified immediately.

## **TRAINING**

Joint training exercises are to be conducted, at a minimum, Quarterly. The training exercises will be coordinated and observed by the City's Fire Chiefs, for the purpose of maintaining coordination in firefighting procedures, dispatching, and communications. The following topics may be utilized for the establishment of training parameters, when applicable:

- Apparatus Familiarization
- Coordination of Engine Companies and MICUs
- EMS Procedures
- Equipment/Minor Tools Carried
- 5-inch Hose Program Procedures
- HART Procedures and Capabilities
- High-Rise Plan
- Incident Command System
- Communications Manual of Procedures
- Fire Ground Strategy and Tactics
- Live Fire Evolutions
- Water Shuttle Operations
- Search and Rescue Operations
- RIC (Rapid Intervention Crew) Operations
- Incident Safety Officer
- Use of Water Additives
- Water Rescue and Underwater Recovery Operations

## **COMMUNICATIONS**

Communications between both cities is provided by Fulton County 911 center.

Communications from dispatch center to mobile units will be on 800MHZ frequency.

Communications procedures and documents for verifying response and communicating at incidents will be developed between departments and updated as needed thereafter. Radios necessary for communications will be responsibility of each department. Maintenance training and replacement of radios will be the responsibility of the department that owns the radios.

## **DISPATCH TO EMERGENCIES**

Upon receipt of an alarm in any of the designated response areas, the Fulton County 911 center will immediately dispatch both cities. Should the agreed upon assistance not be available, the requesting department will be notified.

### **INCIDENT COMMAND**

The officer on the first arriving company will take command of the incident until relieved by the appropriate authority. Overall, the jurisdictional department upon arrival at the scene will assume command of the incident.

### **FIRE INCIDENT REPORTING**

Each department will be responsible for obtaining needed information to complete fire and emergency medical service reports for incidents within their respective jurisdictions. Assisting units shall cooperate with jurisdictional units to provide necessary information.

### **REVISIONS**

This MOU may be revised or amended at any time by mutual agreement of the Fire Chief of the City of South Fulton and the City of Chattahoochee Hills.

Date \_\_\_\_\_

BY CITY OF SOUTH FULTON, GEORGIA:

Attest:

\_\_\_\_\_  
Diane White, City Clerk                      Date

\_\_\_\_\_  
William Bill Edwards, Mayor              Date

Approved as to Form:

\_\_\_\_\_  
Emilia C. Walker, City Attorney          Date

\_\_\_\_\_  
Sterling P. Jones, Interim Fire Chief    Date

BY CITY OF CHATTAHOOCHEE HILLS, GEORGIA:

Attest:

\_\_\_\_\_  
Dana Wicher, City Clerk    Date

\_\_\_\_\_  
Tom Reed, Mayor            Date

Approved as to Form:

\_\_\_\_\_  
Rick Lindsey, City Attorney    Date

\_\_\_\_\_  
Greg Brett, Fire Chief        Date

**AN ORDINANCE TO AMEND AND REVISE CHAPTER 2, ARTICLE I CITY OF  
CHATTAHOOCHEE HILLS ADMINISTRATION ORDINANCE TO ADD A  
PROVISION PROVIDING FOR TELECONFERENCE MEETINGS, FOR  
COUNCILMEMBERS AND COMMISSION MEMBERS TO ATTEND VIA  
TELECONFERENCE, AND FOR OTHER PURPOSES**

**WHEREAS**, the recent COVID-19 pandemic resulting in the Governor's Executive Orders that temporarily required local governments to refrain from holding public meetings and the ongoing public concern for health and safety has prompted the City to review how it conducts the public meetings;

**WHEREAS**, the City Council wants to permit the use of teleconference technology to promote public access to the City's meetings; and

**WHEREAS**, the City Council wants to permit the Councilmembers and various Commission members to attend some meetings via teleconference under certain limited circumstances.

**NOW, THEREFORE BE IT SO RESOLVED** by the Mayor and Council of the City of Chattahoochee Hills as follows:

**Section 1:** Chapter 2, Article I (*Administration, In General*) is amended by adding Section 2-7 with the following language:

- (a) Under circumstances necessitated by emergency conditions involving public safety or the preservation of property or public services, The City Council and Commissions may meet by means of teleconference so long as the notice required by the Georgia Open Meetings Law is provided and means are afforded for the public to have simultaneous access to the teleconference meeting.
- (b) On any other occasion of the meeting of the City Council and/or the Commissions, and so long as a quorum is present in person, a member may participate by teleconference if necessary due to reasons of health or absence from the jurisdiction so long as the other requirements of the Georgia Open Meetings Law are met.
- (c) Absent emergency conditions or the written opinion of a physician or other health professional that reasons of health prevent a member's physical presence, no member shall participate by teleconference pursuant to this ordinance more than twice in one calendar year.

**Section 2:** The within ordinance shall become effective upon its adoption.

**Section 3:** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**STATE OF GEORGIA  
COUNTY OF FULTON**

**ORDINANCE NO. 20-07-XXX**

**SO RESOLVED BY THE COUNCIL OF CHATTAHOOCHEE HILLS, \_\_\_** day of July, 2020.

Approved:

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Tom Reed, Mayor

Attest:

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Dana Wicher, City Clerk  
(Seal)

STATE OF GEORGIA  
FULTON COUNTY

RESOLUTION NO. 20-07-XXX

**A RESOLUTION APPOINTING MEMBERS TO THE CITY  
OF CHATTAHOOCHEE HILLS HISTORIC COMMISSION**

**BE IT RESOLVED** by the City Council of the City of Chattahoochee Hills, GA while in a regular meeting on July 7, 2020 at 6:00 p.m. as follows:

**SECTION 1:** That Allison Duncan, Gene Griffith, Brian Gross, Amber Lightsey, Sarah Love, Lila Rhyne, and Kim Taylor-Cloud are hereby appointed to the Chattahoochee Hills Historic Commission for a term commencing July 7, 2020 and ending on March 31, 2021; and,

**SECTION 2:** That this Resolution shall become effective upon its adoption.

**RESOLVED** by the City Council of the City of Chattahoochee Hills, Georgia, this 7<sup>th</sup> day of July, 2020.

ATTEST:

APPROVED:

\_\_\_\_\_  
Dana Wicher, City Clerk

\_\_\_\_\_  
Tom Reed, Mayor

(Seal)



STATE OF GEORGIA  
FULTON COUNTY

RESOLUTION NO. 20-07-XXX

**A RESOLUTION APPOINTING MEMBERS TO THE CITY  
OF CHATTAHOOCHEE HILLS PARKS COMMISSION**

**BE IT RESOLVED** by the City Council of the City of Chattahoochee Hills, GA while in a regular meeting on July 7, 2020 at 6:00 p.m. as follows:

**SECTION 1:** That Roland Alston, Clifford Blizzard, Tom Blum, Kay Long, and Diana Wilson are hereby appointed to the Chattahoochee Hills Parks Commission for a term commencing July 7, 2020 and ending on March 31, 2021; and,

**SECTION 2:** That this Resolution shall become effective upon its adoption.

**RESOLVED** by the City Council of the City of Chattahoochee Hills, Georgia, this 7<sup>th</sup> day of July, 2020.

ATTEST:

APPROVED:

\_\_\_\_\_  
Dana Wicher, City Clerk

\_\_\_\_\_  
Tom Reed, Mayor

(Seal)

STATE OF GEORGIA  
FULTON COUNTY

RESOLUTION NO. 20-07-XXX

**A RESOLUTION APPOINTING MEMBERS TO THE CITY  
OF CHATTAHOOCHEE HILLS PLANNING COMMISSION**

**BE IT RESOLVED** by the City Council of the City of Chattahoochee Hills, GA while in a regular meeting on July 7, 2020 at 6:00 p.m. as follows:

**SECTION 1:** That Jim Hancock, Jett Hattaway, Patrick Johnson, Mark Prater, and Bob Simpson are hereby appointed to the Chattahoochee Hills Planning Commission for a term commencing July 7, 2020 and ending on March 31, 2021; and,

**SECTION 2:** That this Resolution shall become effective upon its adoption.

**RESOLVED** by the City Council of the City of Chattahoochee Hills, Georgia, this 7<sup>th</sup> day of July, 2020.

ATTEST:

APPROVED:

\_\_\_\_\_  
Dana Wicher, City Clerk

\_\_\_\_\_  
Tom Reed, Mayor

(Seal)