

CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - SPECIAL CALLED MEETING
Tuesday, December 21, 2021, 4:00 PM



The Honorable William "Bill" Edwards, Mayor
The Honorable Catherine F. Rowell, District 1 Councilmember
The Honorable Carmalitha Gumbs, District 2 Councilmember
The Honorable Helen Z. Willis, District 3 Councilmember
The Honorable Naeema Gilyard, District 4 Councilmember
The Honorable Corey A. Reeves , District 5 Councilmember
The Honorable khalid kamau, District 6 Councilmember
The Honorable Mark Baker, District 7 Councilmember

SPECIAL CALLED MEETING AGENDA

1. Meeting Called to Order
2. Roll Call
3. Agenda Items
 1. Request Council Approval of an Ordinance Declaring A State of Emergency in the City of South Fulton; Providing for City Meetings to be Held Virtually; Providing for an Effective Date and for Other Purposes (Legal)
 2. Second Reading and Request Approval of An Ordinance Providing For The Selection of An Ethics Panel; Providing for Compensation of Panel Members; And For Other Lawful Purposes (**Sponsored by Councilmember Reeves, Mayor Pro Tem Willis, Councilmember Rowell and Councilmember Gumbs**)
 3. Request approval of an Intergovernmental Agreement between Fulton County and the City of South Fulton for the provision of 9-1-1 Emergency Communications Services effective October 1, 2021, through September 30, 2022, with three (3) automatic renewals commencing on October 1 of each successive year, ending September 30, 2024, with an annual subsidy of \$1,650,000.00 (Police and Fire)

4. Request approval of an Intergovernmental Agreement between Fulton County and the City of South Fulton, for the provision of the Digital 800 MHz Radio System Access, October 1, 2021 through September 30, 2022 with three (3) automatic renewals commencing October 1 of each successive year, in the amount of \$263,410.00 annually for year 2021 and 2022 and \$279,030.00 annually for years 2023 and 2024 (Police, Fire and Information Technology)
5. Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance, As Amended, For The Purpose Of Amending The Regulations For Gasoline Stations; And For Other Lawful Purposes **(Sponsored by Councilmember Rowell)**
6. Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance, As Amended, And The Subdivision Regulations Of South Fulton, Georgia, As Amended, For The Purpose Of Amending The Regulations For Cedar Grove Overlay District And The Cedar Grove Agricultural Overlay District; To Establish Regulations For Said District; And For Other Lawful Purposes (Community Development and Regulatory Affairs)
7. Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Creating A New Section 514 Entitled Red Oak Community Overlay District; To Establish Overlay Regulations For Said District; To Enact, By Reference And Incorporation, A Map Establishing The Boundaries Of Said District; And For Other Lawful Purposes **(Sponsored by Mayor Pro Tem Willis)**
8. Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Section Regulating The Standards Of Review For Proposed Special Uses; And For Other Lawful Purposes (Community Development and Regulatory Affairs)
9. Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Regulations For Principal Buildings In The AG-1 Zoning District; And For Other Lawful Purposes (Community Development and Regulatory Affairs)
10. Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending And Clarifying The Principal Use Table With Regard To Outdoor Recreational Courts; And For Other Lawful Purposes (Community Development and Regulatory Affairs)

11. Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Section Regulating The Standards Of Review For Proposed Special Uses; And For Other Lawful Purposes (Community Development and Regulatory Affairs)
12. Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Boundaries Of The Fulton Industrial Business District Overlay; And For Other Lawful Purposes (Community Development and Regulatory Affairs)
13. Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Fulton Industrial Business District Overlay To Add Landscaping Requirements; And For Other Lawful Purposes (Community Development and Regulatory Affairs)
14. Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Regulation of Special Events; And For Other Lawful Purposes
(Community Development and Regulatory Affairs)

4. Executive Session

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

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

5. Adjournment of Meeting



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT: Request Council Approval of an Ordinance Declaring A State of Emergency in the City of South Fulton; Providing for City Meetings to be Held Virtually; Providing for an Effective Date

DATE OF MEETING: 12/21/2021

DEPARTMENT: City Council

ATTACHMENTS:

Description	Type	Upload Date
Ord2021 State of Emergency Ordinance Virtual Meetings 12.20.21	Cover Memo	12/20/2021

AN ORDINANCE DECLARING A STATE OF EMERGENCY IN THE CITY OF SOUTH FULTON; PROVIDING FOR CITY MEETINGS TO BE HELD VIRTUALLY; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, the World Health Organization has declared the COVID-19 Virus, commonly referred to as the Coronavirus, as a world health emergency and global pandemic; and

WHEREAS, the Georgia Department of Public Health ("DPH") collects, analyzes and tracks Covid-19 data in various categories, e.g., confirmed cases, hospitalizations, deaths by race and ethnicity,

WHEREAS, it is known that the COVID-19 Virus' can have a disproportionate impact on certain races and ages than other race or age groups; and

WHEREAS, the global pandemic caused by the spread of COVID-19 persists with the new Omicron variant of the virus currently infecting Georgians; and

WHEREAS, according to the Georgia Department of Public Health, only 50.4% of Georgians are fully vaccinated; and

WHEREAS, it is essential for the City to continue to act in order to minimize the spread of COVID-19 and to prevent or minimize sickness, injury, or death, to people and damage to property resulting from this public health crisis;

WHEREAS, the City is authorized to declare an emergency and take measures to protect the life, health, property, or public peace of its citizens pursuant to Section 3.18 of its Charter; and

WHEREAS, O.C.G.A. §38-3-28 provides the City with the authority to make, amend, and rescind such orders, rules and regulations as necessary for emergency management purposes to preserve the health, safety and welfare of the residents of the City; and

WHEREAS, the Open Meetings Act, O.C.G.A. § 51-14-1 *et seq*, allows public agencies, such as the City, to conduct their meetings, via, teleconference in the event of an emergency; and

WHEREAS, the COVID-19 pandemic constitutes an emergency within the meaning of the Open Meetings Act; and

WHEREAS, The state of Georgia Governor's executive order declaring a Public Health State of Emergency which provided for City Meetings to be conducted virtually has expired; and

WHEREAS, the City adopted an emergency ordinance on July 27, 2021 which was renewed every thirty 30 days thereafter until November 2021; and

WHEREAS, the City Council desires to adopt this emergency ordinance to continue to provide for City Meetings to remain virtual to aid in the prevention and the potential spread of the Omicron variant at City meetings, which are staffed and attended by its elected officials, employees and citizens; and

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

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

Section 1. Declaration of Emergency. The City Council hereby declares that a public health state of emergency remains in the City of South Fulton due to the pandemic.

Section 2. City Meetings. All meetings of any Board, Commission, Authority, or the City Council shall continue to be held by virtual means, to include the use of the Zoom platform with concurrent live streaming of the proceedings on YouTube. Public comments will be received through Zoom in addition to written comments submitted to the City as provided on the City's website. In all other respects, the meetings will be conducted as though they were in person and held at City Hall.

Section 3. Effective Date. This Ordinance shall take effect upon passage by the City Council and shall expire by its own terms 30 days after its adoption, unless extended by further action of the City Council.

Section 4. It is hereby declared to be the intention of the City Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

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

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

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

Section 5. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 6. The City Attorney, City Clerk are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

[signatures and voting tabulations appear on the following page]



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT: Second Reading and Request Approval of An Ordinance Providing For The Selection of An Ethics Panel; Providing for Compensation of Panel Members;

DATE OF MEETING: 12/21/2021

DEPARTMENT: City Council

ATTACHMENTS:

Description	Type	Upload Date
Ethics Ordinance- Alternative	Cover Memo	12/17/2021

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2021-_____

**AN ORDINANCE PROVIDING FOR THE SELECTION OF AN ETHICS PANEL;
PROVIDING FOR COMPENSATION OF PANEL MEMBERS; AND FOR OTHER
LAWFUL PURPOSES.**

**(Sponsored by Councilmember Reeves, Mayor Pro Tem Willis, Councilmember
Rowell, Councilmember Gumbs)**

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

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

WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the City Council desires to provide for the method of selection of ethic panel members and their compensation.

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

Section 1. An Ethics Panel List shall be compiled as a pool of members to hear ethics complaint for the City as follows:

- A. The Ethics Panel List shall consist of nine (9) members, with one appointment by the Mayor and one by each member of City Council; and one appointment by the Chief Judge of the City of South Fulton Municipal Court. Each member must be a practicing attorney.
- B. The Ethics Panel shall consist of three randomly selected members from the Ethics Panel List maintained by the City Clerk.
- C. The Ethics Panel shall be constituted for the sole purpose of considering a single ethics complaint and must organize and operate in accordance with the City Charter Section 6-A.5.
- D. Each Ethics Panel member shall be compensated a per diem of \$50.00 for each meeting or hearing attended.

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

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

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

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 4. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

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

[signatures and voting tabulations appear on the following page]

ARTICLE VI-A. - ETHICS COMPLAINTS

Sec. 6-A.1. - Ethics complaints.

- (a) Any person may file an ethics complaint alleging a violation of any of the provisions of this charter or any ethics ordinance adopted by the city by an employee or city official by completing and submitting to the city clerk the ethics complaint form adopted by the city manager. The person filing an ethics complaint shall be referred to in this article as the 'complainant.' In the event the city clerk is the subject of an ethics complaint, all duties of the city clerk in this article shall be undertaken by the city manager.
- (b) The ethics complaint shall, at a minimum, identify the specific provisions of the charter or ordinance alleged to be violated, shall be supported by affidavits based on personal knowledge, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit shall be attached to the affidavit. Every ethics complaint shall be signed and notarized, and shall contain the following statement:

'I have read the ethics complaint and aver that the facts contained therein are true to the best of my knowledge and belief, and I am aware that the Ethics Ordinance authorizes the imposition of penalties against me for filing a frivolous complaint, including without limitation, payment of costs and attorney's fees associated with the handling and processing of the ethics complaint, and/or all other penalties applicable under the law.'
- (c) An ethics complaint shall be filed within six months of the date the alleged violation is said to have occurred, or in case of concealment or nondisclosure, within six months of the date the alleged violation was or should have been discovered by the complainant after due diligence.
- (d) No action may be taken on any ethics complaint which arises out of substantially the same facts or circumstances which have previously served as the basis for an ethics complaint pursuant to this article.
- (e) A separate ethics complaint shall be filed for each person alleged to have engaged in any activity violating this article even if the allegations arise from the same factual basis. The person alleged to have violated this article shall be referred to in this article as the 'respondent.'

(H.B. 1019(Act 414), p.____)

Sec. 6-A.2. - Processing ethics complaints.

- (a) Upon receipt of an ethics complaint, the city clerk shall, within five business days from receipt of the ethics complaint, determine whether the ethics complaint on its face satisfies the requirements of Section 6-A.1 of this charter.
 - (1) If the ethics complaint does not meet the requirements set forth in Section 6-A.1 of this charter, the city clerk shall notify the complainant in writing of the defects via certified mail, return receipt requested. Thereafter, the complainant shall be afforded five business days from receipt of the notification of defect from the city clerk to cure any defects that may be cured and resubmit the ethics complaint. If an ethics complaint is not resubmitted within the allotted time period, the city and the city clerk shall take no further action on the ethics complaint.
 - (2) If the city clerk finds that the ethics complaint does meet the requirements of Section 6-A.1 of this charter

on its face, the ethics complaint will be processed pursuant to the provisions of this article.

- (b) Upon confirmation by the city clerk that the ethics complaint meets the requirements of Section 6-A.1 of this charter on its face, the city clerk shall promptly forward a copy of the ethics complaint by certified mail, return receipt requested, to the city official or employee against whom the ethics complaint was filed.
- (c) Upon confirmation by the city clerk that the ethics complaint meets the requirements of Section 6-A.1 of this charter on its face, the city clerk shall promptly begin the process of randomly selecting an ethics panel as provided in Section 6-A.4 of this charter.
- (d) The respondent shall respond to the ethics complaint within 30 days of receipt of the ethics complaint from the city clerk. The respondent's response shall be supported by affidavits based on personal knowledge and shall show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit shall be attached to the affidavit. The respondent shall verify the response by his or her signature thereon, which shall be notarized.
- (e) Within 60 days of the determination by the city clerk that the ethics complaint meets the requirements of Section 6-A.1 of this charter, unless such time is extended by the ethics panel convened to hear the ethics complaint upon good cause shown, the ethics panel shall convene a meeting to conduct an initial review of the ethics complaint to determine whether specific, substantiated evidence from credible sources exists in the ethics complaint to support a reasonable belief that there has been a violation of this article.
- (f) If after reviewing the ethics complaint the ethics panel determines that no specific, substantiated evidence from credible sources exists to support a reasonable belief that there has been a violation of this article or determines that no violation occurred as a matter of applying the facts alleged and accepted as true to the terms of this article, the ethics panel shall dismiss the ethics complaint without further proceedings. Such dismissal shall be entered in writing stating the basis therefor.
- (g) If the ethics panel determines that specific, substantiated evidence from credible sources exists to support a reasonable belief that there has been a violation of this article by the respondent, the ethics panel shall set a hearing for consideration of the allegations of the ethics complaint, also known as the 'ethics hearing.' Written notice of the ethics hearing, containing the time, date, and place of such hearing, shall be sent to the complainant and the respondent by the city clerk by certified mail, return receipt requested.

(H.B. 1019(Act 414), p.____)

Sec. 6-A.3. - Ethics hearings.

- (a) All ethics hearings shall be conducted so as to insure the requirements of due process for the respondent. At the ethics hearing, the complainant and respondent shall be entitled to make opening statements, testify, present witnesses and evidence, and make a closing statement after the submission of all evidence. The complainant and respondent shall not be required to testify unless subpoenaed to do so. Both the complainant and the respondent shall be allowed to question any witness that testifies.
- (b) The respondent and the complainant shall be entitled to be represented by legal counsel at all stages of consideration of an ethics complaint, including at the ethics hearing.
- (c) The ethics panel may not call witnesses or tender evidence of its own accord; however, members of the ethics panel may question any witnesses that are called to testify by either the respondent or the complainant.
- (d) Any final determination resulting from the ethics hearing shall include written findings of fact and

conclusions of law. In reaching its decision on the ethics complaint, the ethics panel shall decide if clear and convincing evidence presented at the ethics hearing establishes a violation of this article.

(H.B. 1019(Act 414), p.____)

Sec. 6-A.4. - Ethics panel.

- (a) Each ethics panel shall be constituted for the sole purpose of considering a single ethics complaint.
- (b) Each ethics panel shall consist of three randomly selected members from a list maintained by the city clerk.
- (c) The city clerk shall maintain a list of not less than nine nor more than 15 qualified individuals from which to draw members of ethics panels. The city clerk shall confirm the qualifications and willingness to serve of the members of the ethics panel not less than once per year.
- (d) Individuals shall be deemed qualified to serve on the ethics panel for so long as they:
 - (1) Are attorneys at law in good standing with the State Bar of Georgia;
 - (2) Have at least five years experience in the practice of law, with no less than three of those years dedicated to general civil litigation practice;
 - (3) Reside or maintain an office within Fulton County;
 - (4) Are not, and have never been, an employee or city official, and are not the spouse, parent, child, or sibling of an existing or former employee or city official; and
 - (5) Have no, and the members of their immediate family have no, business or contractual relationship with the City of South Fulton, have not provided monetary or in-kind campaign contributions to sitting city council members, and otherwise have no conflict of interest in providing service on the ethics panel.
- (e) Upon the city clerk determining that an ethics complaint meets the requirements of Section 6-A.1 of this charter on its face, the city clerk shall promptly draw names randomly from the list of qualified individuals and contact such individuals to determine their availability to serve on the ethics panel. The drawing of names by the city clerk shall be witnessed by at least one department director or a judge of the municipal court to ensure the integrity of the selection process. Upon selection of three qualified individuals who are available to serve on the ethics panel, the city clerk shall prepare a document identifying panel membership and both the clerk and the staff member or the judge of the municipal court that witnessed the selection process shall attest on that document to the legitimacy of the selection process.
- (f) No person shall be qualified to serve on more than one ethics panel at any given time unless all other qualified individuals are either serving on an ethics panel or have expressed their unavailability to so serve. Service on an ethics panel shall be deemed to have terminated upon the entry of the written dismissal or decision of the ethics panel after the conclusion of an ethics hearing.
- (g) An individual shall cease to be qualified immediately upon the third consecutive refusal, whether by choice or unavailability, to serve on an ethics panel after being randomly drawn from the list and contacted by the city clerk to serve.

(H.B. 1019(Act 414), p.____)

Sec. 6-A.5. - Organization and internal operating regulations.

- (a) Each ethics panel shall elect a chairperson and vice chairperson to serve during the pendency of the ethics panel.

- (b) Members of the ethics panel shall be paid a per diem for each meeting or hearing they are required to attend. If hearing lasts multiple days, then the ethics panel attorney shall receive a separate per diem for each day of hearing attendance. The per diem shall be the same for each ethics panel attorney and shall be approved by the city council.
- (c) The city council shall provide meeting space for the ethics panel. Subject to budgetary procedures and requirements of the city, the city shall provide the ethics panel with such supplies and equipment as may be reasonably necessary to perform its duties and responsibilities. The city clerk shall serve as recording secretary to the ethics panel.
- (d) Subject to budgetary procedures and requirements of the city, an attorney other than the city attorney shall be available to assist the ethics panel in carrying out its responsibilities or to act as an ethics hearing administrator, whose duties shall be limited to conducting the ethics hearing as directed by the ethics panel. Any such appointed counsel shall be approved by the city council, shall perform services at an approved hourly rate, and shall serve at the joint pleasure of the ethics panel and the city council.
- (e) The chairperson shall be entitled to the same voting rights as the other members of the ethics panel.

(H.B. 1019(Act 414), p.____)

Sec. 6-A.6. - Removal of member.

The city council may remove a member of the ethics panel on grounds of neglect of duty or misconduct in office. For purposes of this section, an ethics panel member that, without good cause, misses two scheduled ethics panel meetings during the handling of a single case shall be deemed to have neglected their duty such that no further evidence demonstrating neglect need be shown. Before initiating the removal of a member from the ethics panel, the city council shall give the member written notice of the reason for the intended action, and the member shall have the opportunity to reply. Thereafter, the city council shall afford such member an opportunity for a hearing before the city council. Upon removal of a member by the city council, the city clerk shall promptly undertake the same process as set forth in subsection 6-A.4(e) of this charter to designate a replacement member of the ethics panel, and the selection process shall be subject to the same witnessing protocol as set forth in subsection 6-A.4(e) of this charter.

(H.B. 1019(Act 414), p.____)

Sec. 6-A.7. - Resignation of member.

If a member of the ethics panel decides to resign prior to the final resolution by the ethics panel of an ethics complaint, the member's resignation shall be submitted in writing to the city clerk who shall forward the resignation to the city council, the mayor, and the other members of the ethics panel. A resignation shall be deemed effective upon submission to the city clerk and cannot be revoked. Upon receipt of the resignation, the city clerk shall promptly undertake the same process as set forth in subsection 6-A.4(e) of this charter to designate a replacement member of the ethics panel, and the selection process shall be subject to the same witnessing protocol as set forth in subsection 6-A.4(e) of this charter.

(H.B. 1019(Act 414), p.____)

Sec. 6-A.8. - Duties and powers.

The ethics panel shall have the following duties and powers:

- (1) To establish any procedures, rules, and regulations governing its internal organization and conduct of its affairs provided that such procedures, rules, and regulations do not conflict with any provision contained herein;
- (2) To consider and hear complaints of violations of this article;
- (3) To administer oaths;
- (4) To issue subpoenas only when requested to do so by the complainant or the respondent in accordance with Section 6-A.11 of this charter;
- (5) To recommend such action as provided in this article as deemed appropriate because of any violation of this article; and
- (6) To perform any other function authorized by this article.

(H.B. 1019(Act 414), p.____)

Sec. 6-A.9. - Custodian of records.

The city clerk shall serve as legal custodian of the ethics panel records, and shall accept, file, maintain, and administer, in accordance with all applicable laws, any information related to the purposes of this article.

(H.B. 1019(Act 414), p.____)

Sec. 6-A.10. - Limitation of liability.

No member of the ethics panel, or any person acting on behalf of the ethics panel, shall be liable to any person for any damages arising out of the enforcement or operation of this ethics article, except in the case of willful or wanton misconduct. This limitation of liability shall apply to the city, the members of the ethics panel, the city clerk, the city attorney, and any person acting under the direction of the ethics panel.

(H.B. 1019(Act 414), p.____)

Sec. 6-A.11. - Subpoenas.

- (a) Any request for a subpoena made by a party to the ethics panel shall be made at least five business days prior to the ethics hearing date, and shall state the names and addresses for whom the subpoenas are to be issued and the date and time for the witnesses to appear. Any party requesting a subpoena shall also notify the opposing party in writing as to whom the subpoenas will be issued. A failure to provide such notification or to timely request a subpoena under this subsection may result in a waiver of the right to subpoena such witness.
- (b) The ethics panel adopts O.C.G.A. § 45-20-9(c), which states:

'Subpoenas shall be issued without discrimination between public and private parties. When a subpoena is disobeyed, any party may apply to the superior court of the county where the ethics hearing is being held for an order requiring obedience. Failure to comply with such order shall be cause for punishment as for contempt of court. The costs of securing the attendance of witnesses, including fees and mileage, shall be computed and assessed in the same manner as prescribed by law in civil cases in the superior court. Once issued a subpoena may be quashed by the [ethics panel] or any administrative law judge if it appears that the subpoena was used primarily as a means of harassment, that the testimony or documents sought are

cumulative, that the testimony or documents sought are not relevant, that the testimony or documents sought are not material, that to respond to the subpoena would be unduly burdensome, or that for other good reasons basic fairness dictates that the subpoena should not be enforced.'

- (c) It is intended that O.C.G.A. § 24-13-25 shall apply to require \$25.00 per diem as a witness fee for any witnesses who are not city employees. City employees shall not be entitled to receive a witness fee during hours in which they are being paid by the city for performance of job duties. Additionally, if a witness resides outside the city, O.C.G.A. § 24-13-25 shall apply to require the \$25.00 per diem witness fee and \$0.20 per mile for travel expenses as a condition for appearance. Consistent with O.C.G.A. § 24-13-25, any subpoenas issued on behalf of the city will not require payment of the above-stated fees. If applicable, O.C.G.A. § 24-13-28 shall govern issuance of subpoenas to off-duty law enforcement officers.
- (d) The complainant and the respondent shall be individually responsible for costs of securing the attendance of any subpoenaed witness, including the costs of fees and mileage as applicable, and shall be individually responsible for service of any subpoena.

(H.B. 1019(Act 414), p.____)

Sec. 6-A.12. - Disciplinary action.

- (a) Upon a determination that an employee has violated this article, the ethics panel shall recommend to the mayor and the city council that the city impose any combination of one or more of the following penalties and actions:
 - (1) No further action;
 - (2) Written warning or reprimand;
 - (3) Suspension without pay;
 - (4) Termination of employment; and
 - (5) Repayment to the city of any unjust enrichment.
- (b) Upon a determination that a city official has violated this article, the ethics panel shall recommend to the mayor and the city council that the city impose any combination of the following penalties and actions:
 - (1) No further action;
 - (2) Written warning, censure, or reprimand;
 - (3) Request for resignation from office;
 - (4) Removal from office to the extent provided by Georgia law; and
 - (5) Repayment to the city of any unjust enrichment.
- (c) The city council shall retain the discretion to determine whether any recommendation presented by the ethics panel under subsections (a) and (b) of this section shall be imposed. In exercising this discretion, the city council shall not be bound by the recommendation of the ethics panel and may impose any combination of the penalties listed in the relevant section. This discretion shall not entitle the city council to override a determination by the ethics panel that a violation has occurred.
- (d) In addition to any other remedy provided herein, upon determination of a violation of this article, the ethics panel may recommend to the mayor and the city council in writing that any contract, bid, or change order that was the subject of the violation be cancelled or rescinded. The city council shall retain the discretion to

determine whether such a cancellation or rescission would be in the best interest of the city and shall not be bound in any way by a recommendation of the ethics panel.

- (e) In addition to any other remedy provided herein, the ethics panel may also forward its written decision to the Fulton County District Attorney's Office, the Office of the Attorney General of Georgia, or the Office of the Governor for appropriate action.

(H.B. 1019(Act 414), p.____)

Sec. 6-A.13. - Judicial review.

- (a) Any party against whom a decision of the ethics panel is rendered may obtain judicial review of the decision by writ of certiorari to the Superior Court of Fulton County. The application for the writ shall be filed within 30 days from the date of the decision of the city council with respect to the punishment to be imposed. If the ethics panel dismisses the ethics complaint or finds no violation to have been proven by clear and convincing evidence after an ethics hearing, the writ shall be filed within 30 days of the written dismissal or decision. Judicial review shall be based upon the record. No party shall be entitled to a de novo appeal.
- (b) Upon failure to timely request judicial review of the decision by writ of certiorari as provided in this section, the decision shall be binding and final upon all parties.

(H.B. 1019(Act 414), p.____)

Sec. 6-A.14. - Ex parte communications.

- (a) After an ethics complaint has been filed and during the pendency of an ethics complaint before the ethics panel, no member of the ethics panel may communicate directly or indirectly with any party or other person about any issue of fact or laws regarding the ethics complaint, except as follows:
- (1) The members of the ethics panel may obtain legal advice from the city attorney and may discuss the ethics complaint with any city staff provided by the city council to assist the ethics panel; and
 - (2) The members of the ethics panel may discuss the ethics complaint at a lawfully conducted meeting.
- (b) If any person attempts to communicate with an ethics panel member regarding an ethics complaint pending before the ethics panel, the ethics panel member shall report the substance of the communication to the ethics panel on the public record at the next meeting or hearing of the ethics panel.
- (c) No ethics panel member shall undertake an independent investigation of any complaint or matter before the ethics panel.

(H.B. 1019(Act 414), p.____)

Sec. 6-A.15. - Confidentiality of board of ethics information.

No member of the ethics panel, nor any public servant who has access to any confidential information related to the functions or activities of the ethics panel, shall divulge that information to any person not authorized to have it.

(H.B. 1019(Act 414), p.____)

Sec. 6-A.16. - Wrongful use of this article.

- (a) The purpose of this article is to endeavor to maintain a high standard of ethical behavior by city officials and

employees. This will be most effective when city officials, employees, and citizens work together to set and maintain high ethical standards.

- (b) In order to accomplish this purpose, ethics complaints shall be based on fact and have the intent to improve the ethical climate of the city.
- (c) A wrongful use of this article shall occur if and when a frivolous, false, or politically motivated ethics complaint is filed in a negligent, reckless, or purposeful manner without a basis in law or fact and for purposes other than reporting a violation of this article.
- (d) An ethics complaint is not frivolous if the complainant reasonably believes that facts exist to support the claim and either reasonably believes that under those facts the ethics complaint is valid under this article or acts upon the advice of counsel sought in good faith and given after full disclosure of all relevant facts within his or her knowledge and information.
- (e) In deciding if an ethics complaint is a wrongful use of this article, the ethics panel shall consider the following, without limitation:
 - (1) The timing of the ethics complaint with respect to when the facts supporting the alleged violation became known or should have become known to the complainant, when the ethics complaint was filed, and the date of any pending election in which the respondent is a candidate or is involved with a candidacy, if any;
 - (2) The nature and type of publicity surrounding the filing of the ethics complaint, and the degree of participation by the complainant in publicizing the fact that an ethics complaint was filed;
 - (3) The existence and nature of any relationship between the respondent and the complainant before the ethics complaint was filed;
 - (4) If respondent is a candidate for election to office, the existence and nature of any relationship between the complainant and any candidate or group opposing the respondent;
 - (5) Whether the complainant knew or reasonably should have known that the allegations in the ethics complaint were groundless; and
 - (6) The complainant's motives in filing the complaint.
- (f) Allegations of a violation of this section shall be raised by the respondent as part of the respondent's response to an ethics complaint.
- (g) Allegations of a violation of this section shall be considered by the ethics panel considering the ethics complaint that is alleged to be a violation of this section. Evidence supporting and opposing the allegations of a violation of this section shall be presented at the same ethics hearing conducted with respect to the ethics complaint that is alleged to be a violation of this section.
- (h) Upon a finding by the ethics panel that clear and convincing evidence of a violation of this section was presented at the ethics hearing, the ethics panel shall recommend to the mayor and the city council that the city impose any combination of the following penalties and actions:
 - (1) Public reprimand;
 - (2) Criminal prosecution for perjury; and
 - (3) Payment of costs and attorney's fees associated with the handling and processing of the ethics complaint. For purposes of this subsection, the term 'costs' shall include the staff time dedicated to processing the ethics complaint as well as copy costs and other directly attributable administrative expenses. For

purposes of this subsection, the phrase 'attorney's fees' shall include the reasonable fees of the attorney retained, if any, by the subject of the ethics complaint as well as any fees necessary to be paid to the ethics panel attorneys. Such fees shall be calculated and approved in the same manner as provided in Section 6-A.17.

(H.B. 1019(Act 414), p.____)

Sec. 6-A.17. - Reimbursement for reasonable attorney's fees.

In the event an ethics complaint brought against the respondent arising out of their official duties is dismissed, either by voluntary withdrawal of the complaint by the petitioner or by action of the ethics panel or superior court dismissing the complaint as unfounded or otherwise subject to dismissal, the respondent shall be entitled to reimbursement from the city for reasonable attorney's fees incurred in defending said ethics complaint. Upon securing a final determination by the ethics panel or superior court of the complaint being dismissed, to include voluntary withdrawal of the complaint by the petitioner, the respondent shall submit a copy of the order making such findings or the petitioner's withdrawal, whichever is applicable, to the city manager along with a copy of all applicable itemized attorney's fees incurred in defending same. The itemized attorney's fees shall have attorney time and tasks broken down in one-tenth of an hour increments along with the attorney's hourly fee, coupled with a sworn statement by the attorney that the amount submitted for repayment is the same amount for which the respondent would otherwise have been responsible, or has already paid. Other than attorney time, no other expense or fees shall be subject to reimbursement. The city manager shall submit the attorney fee statement to the city attorney for a determination of reasonableness, of which determination shall be provided in writing to the city manager. Upon all or a portion of the fees being deemed reasonable, the city manager shall submit all documentation to the city finance department for issuance of a reimbursement check to the respondent or respondent's attorney, at the respondent's discretion. Reimbursement under this paragraph shall not exceed \$7,500.00 per ethics complaint, unless otherwise approved in a resolution approved by a majority of the city council.

(H.B. 1019(Act 414), p.____)

ARTICLE VII. - GENERAL PROVISIONS

Sec. 7.10. - Bonds for officials.

The officers and employees of this city, both elected and appointed, shall execute such surety or fidelity bonds in such amounts and upon such terms and conditions as the city council shall from time to time require by ordinance or as may be provided by law.

Sec. 7.11. - Reserved.

Sec. 7.12. - Definitions and construction.

- (a) Section captions in this Charter are informative only and shall not be considered as a part thereof.
- (b) The word "shall" is mandatory and the word "may" is permissive.
- (c) The singular shall include the plural, the masculine shall include the feminine, and vice versa.



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT:

Request approval of an Intergovernmental Agreement between Fulton County and the City of South Fulton for the provision of 9-1-1 Emergency Communications Services effective October 1, 2021, through September 30, 2022, with three (3) automatic renewals commencing on October 1 of each successive year, ending September 30, 2024, with an annual subsidy of \$1,650,000.00

DATE OF MEETING: 12/21/2021

DEPARTMENT: City Manager

ATTACHMENTS:

Description	Type	Upload Date
IGA with Fulton County for E-911 Services	Cover Memo	12/21/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 12/21/2021		
Requesting Department Police/Fire Department	Council District(s) Affected All	
Requested Action Request Council approval to extend and execute the Intergovernmental Agreement with Fulton County Government to provide E-911 services in the amount of \$1,650,000 budgeted in FY22 for a term of twelve (12) months form October 1, 2021 to September 30, 2022 with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2025.		
Requirements for Council Action (City specific Council policy, statute, or code requirement)		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) The purpose of this Agreement is to provide the vital and necessary communications link between the City of South Fulton citizens and the Fulton County Department of Emergency Services-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from October 1, 2021 at 0000 hours and concluding at 2400 hours on September 30, 2022 with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2025.		
Funding Source (if applicable) 215-3800-52-1300		
Financial Impact (if applicable) Budgeted 215-3800-52-1300		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval Namarr Strickland (Dec 20, 2021 13:26 EST) Keith Meadows (Dec 20, 2021 14:05 EST) Chad c Jones (Dec 20, 2021 13:53 EST)		Finance Director Approval Rachel M. Banks 12/21/21
Assistant City Manager Approval 	City Attorney Approval Katherine Clement	City Manager Approval Tannifodder Jones

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
911 EMERGENCY COMMUNICATION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
THE CITY OF SOUTH FULTON, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of South Fulton, Georgia (hereinafter "City"), a municipality of the State of Georgia, entered into this _____ day of _____, 2021.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Radio Communications System for a period of three(3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months, from October 1, 2021 through and including September 30, 2022 with three (3) automatic renewals commencing on October 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

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

PURPOSE AND INTENT

- 1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of South Fulton citizens and the Fulton County Department of Emergency Services-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from October 1, 2021 at 0000 hours and concluding at 2400 hours on September 30, 2022 with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2025.
- 1.2 Fulton County therefore agrees to provide the City of South Fulton with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

- 2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.
- 2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services 911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.
- 2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services-911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

Contract Administrators; provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

- 2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter “County 800 MHz Radio System”) is the primary method of dispatching calls for service to field units and private ambulance services.
- 2.5 ***Emergency Services 911 (“Department”)*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police, fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.
- 2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.
- 2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.
- 2.8 ***Fire Department*** means the City of South Fulton Fire/EMS Department.
- 2.9 ***Police Department*** means the City of South Fulton Police Department.
- 2.10 ***Public Safety Answering Point (“PSAP”)*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch (“CAD”) and Mobile Data.
- 2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of South Fulton. Specific positions or individuals cannot be identified inasmuch as the number of dispatchers is based on call volume and

incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for twelve (12) months, from October 1, 2021 at 0000 hours and concluding September 30, 2022 with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2025. At the conclusion of the last term (2400 hours on September 30, 2025), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before September 1, 2025 to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of South Fulton Council.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

- 4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **\$1,650,000**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of South Fulton.
- 4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within thirty (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the

rate of one percent (1%) per month or part thereof for any payment that is delinquent.

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

- 5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.
- 5.2 Based upon the volume of calls originating from within the City of South Fulton, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day and morning shifts and may be modified by the Director of Fulton County Department of Emergency Services-911 from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.
- 5.3 The Director of Fulton County Department of Emergency Services 911 may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.
- 5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Department of Emergency Services 911, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of South Fulton with an average ten (10) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

ARTICLE 7

EMPLOYMENT STATUS

- 7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the Fulton County Department of Emergency Services 911.
- 7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Department of Emergency Services 911.
- 7.3 Fulton County Department of Emergency Services 911 employees will not be specifically assigned as call takers for the City of South Fulton, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of South Fulton. Accordingly, the number of employees needed by call volume from South Fulton has been estimated, but not assigned to specific employees.

ARTICLE 8

RECORDKEEPING AND REPORTING

- 8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*
- 8.2 The Director of the Fulton County Department of Emergency Services 911 shall prepare and deliver monthly reports to the City Administrator. The reports shall

describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of South Fulton.

- 8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

ARTICLE 9

ANCILLARY SERVICES

- 9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.
- 9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Department of Emergency Services 911 include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.
- 9.3 During the operation of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.
- 9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of South Fulton will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

ARTICLE 10

CITY- COUNTY RELATIONS

- 10.1 The Director of the Fulton County Department of Emergency Services 911, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of the Fulton County Department of Emergency Services 911 and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Department of Emergency Services 911 to the County Manager.

- 10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.
- 10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

ARTICLE 11

TRANSITION

- 11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.
- 11.2 The Director of the Fulton County Department of Emergency Services 911 or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.
- 11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to effect a smooth transition.

ARTICLE 12

INDEMNIFICATION

- 12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. §46-5-131. Only to the extent permitted by law and in the event O.C.G.A. §46-5-131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

- 12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 13

EVENT OF DEFAULT

- 13.1 An event of default shall mean a material breach of this Agreement by the County as follows:

13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement and which have been communicated in writing by action of the City Council to the County on more than one occasion.

13.1.2 The County does not maintain sufficient personnel in the Department of Emergency Services 911 to handle the volume of 911 calls as required by Article 5.

13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

- 13.2 An event of default shall mean a material breach of this Agreement by the City as follows:

13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.

13.2.2 Failure of the City to remit timely payment of any subsidy amount payable pursuant to Article 4 of this Agreement.

ARTICLE 14

TERMINATION AND REMEDIES

- 14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

- 14.2 If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that

the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.

- 14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.
- 14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.
- 14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 15

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 16

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard “Dick” Anderson, County Manager
141 Pryor Street, SW,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Kaye Burwell, Interim County Attorney
141 Pryor Street, SW,
Suite 4038
Atlanta, Georgia 30303
404-612-0251
404-730-6324 (facsimile)

If to the City:

Tammi Saddler Jones, City Manager
City of South Fulton
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336
470-809-7700

With a copy to:

City Attorney
City of South Fulton

ARTICLE 17

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 19

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 20

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Y. Soo Jo
County Attorney

Chris Sweigart, Director
Department of Emergency Services 911

CITY OF SOUTH FULTON, GEORGIA

Mayor

City Clerk (Seal)

APPROVED AS TO FORM:

City Attorney



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT:

Request approval of an Intergovernmental Agreement between Fulton County and the City of South Fulton, for the provision of the Digital 800 MHz Radio System Access, October 1, 2021 through September 30, 2022 with three (3) automatic renewals commencing October 1 of each successive year, in the amount of \$263,410.00 annually for year 2021 and 2022 and \$279,030.00 annually for years 2023 and 2024

DATE OF MEETING: 12/21/2021

DEPARTMENT: City Manager

ATTACHMENTS:

Description	Type	Upload Date
IGA with Fulton County for Radio Units	Cover Memo	12/21/2021

City of South Fulton Agenda Item Summary



City Council Meeting Date 12/21/2021		
Requesting Department Police/Fire Department/Information Technology	Council District(s) Affected All	
Requested Action Request Council approval to extend and execute the Intergovernmental Agreement with Fulton County Government to provide access to the 800Mhz network in the amount of \$263,410 budgeted in FY22 for a term of twelve (12) months form October 1, 2021 to September 30, 2022 with three (3) automatic renewals commencing on October 1 of each successive year. This Agreement shall terminate at 2400 hours on September 30, 2025.		
Requirements for Council Action (City specific Council policy, statute, or code requirement)		
Summary and Background (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details) Fulton County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system. It is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare or our citizens.		
Funding Source (if applicable) 215-3800-52-1300		
Financial Impact (if applicable) Budgeted in FY22		
Financial Impact Statement Received Yes ☐ No ☐ Legislative Process Complete Yes ☐ No ☐		
Department Director Approval <u>Chad c Jones</u> Chad c Jones (Dec 20, 2021 13:53 EST) Keith Meadows (Dec 20, 2021 14:05 EST) Nathaniel Strickland (Dec 20, 2021 13:26 EST)		Finance Director Approval 12/21/21
Assistant City Manager Approval 	City Attorney Approval 	City Manager Approval

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
800 MHz RADIO SYSTEM ACCESS
BETWEEN
FULTON COUNTY, GEORGIA and
THE CITY of SOUTH FULTON, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), by and between Fulton County, Georgia (hereinafter “County”), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of South Fulton, Georgia (hereinafter “City”), a municipality of the State of Georgia, entered into this _____ day of _____, 2021.

RECITALS

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter “the County System”); and

Whereas numerous County departments, including the Police, Sheriff, Marshal, Fire Department, Public Works, General Services Administration, School Police and National Park Services are presently users on the System; and

Whereas it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County’s health, safety, and welfare; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of South Fulton in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use 710 radio units on the County’s System for the period from October 1, 2021 and ending September 30, 2022, with three (3) renewal options ending September 30, 2025. User’s license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before September 1, 2025 to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Board of Commissioners and City Council.

User Agrees To:

- (1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console to 710. User may request additional units by making formal application with supporting documentation of need to the Director of the Department of Emergency Services 911 or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, air time usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity;
- (2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of Emergency Services 911;
- (3) Comply with Motorola Software security constraints;
- (4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit;
- (5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units;
- (6) Guarantee that its employees who are trained and authorized to use the System do so in compliance with federal, state, and county laws, codes, regulations and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director or his designee may be appealed to the Board constituted for such

purposes, said Board to be comprised of the Director of the Department of Emergency Services 911, the Chief of the Fulton County Police Department, the Fulton County Sheriff's Office, and Fulton County Marshal Department. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units;

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional;

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System;

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to User's equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System;

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The Fulton County Department of Emergency Services 911 will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January 1st of each year; and, the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event

the County System is replaced during the term of this agreement and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2021 and 2022 is \$371 times the number of radio units 710, equals annual cost of \$263,410.00. The pro rata share for years 2023 and 2024 will increase by approximately 6% to \$393 times the number of radio units 710 equals annual cost of \$279,030.00.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

The County Agrees To:

- (1) Maintain and support the core of the County System;
- (2) Use best efforts to answer questions and facilitate use of the County System by User;
- (3) Comply with federal, state, and county rules;
- (4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System; and
- (5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the City of South Fulton shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

AMENDMENTS:

This Agreement may be modified at any time during the term by mutual written consent of the parties.

NOTICES:

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Kaye Burwell, Interim County Attorney
141 Pryor Street, SW,
Suite 4038
Atlanta, Georgia 30303
404-612-0251
404-730-6324 (facsimile)

If to the City:

Tammi Saddler Jones, City Manager
City of South Fulton
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336
470-809-7700

With a copy to:

City Attorney
City of South Fulton

NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ENTIRE AGREEMENT:

The County and User acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

SEVERABILITY:

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

EFFECTIVE DATE:

This Agreement shall become effective upon its adoption by both governing authorities of the City and County or October 1, 2021, whichever is later.

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

ATTEST:

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R. Grier, Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Y. Soo Jo
County Attorney

Chris Sweigart, Director
Department of Emergency Services 911

CITY OF SOUTH FULTON, GEORGIA

ATTEST:

Mayor
City of South Fulton

Municipal Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT:

Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance, As Amended, For The Purpose Of Amending The Regulations For Gasoline Stations

DATE OF MEETING: 12/21/2021

DEPARTMENT: City Council

ATTACHMENTS:

Description	Type	Upload Date
TA003 Gas Stations	Cover Memo	12/17/2021

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Mayor and City Council
FROM: Planning & Zoning Division
SUBJECT: TA21-003
MEETING DATE: December 14, 2021

Gas Stations in M-2 Heavy Industrial Zoning Classification

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Approval

cc: Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2021-_____

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON ZONING ORDINANCE, AS AMENDED, FOR THE PURPOSE OF AMENDING THE REGULATIONS FOR GASOLINE STATIONS; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Rowell)

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this text amendment to the City of South Fulton Zoning Ordinance is in the best interest of the public health, safety, and welfare.

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

Section 1. That Subsection 302.15 (Gas Stations) of Section 302 (Restrictions on Principal Uses) of Article 3 (RESTRICTIONS ON PARTICULAR USES) of Appendix C (ZONING) be amended by deleting said section in its entirety, which currently reads as follows:

"Section 302.15. Gas Station.

When located on Fulton Industrial Boulevard, a gas station shall have frontage on the roadway."

Section 2. That Table 2-4 (Principal Use Table: Non-Residential Districts) be amended for the purpose of allowing gasoline stations in the C-2, M-1 and M-2 zoning districts by special use permit, to read as follows:

447	Gas Stations	AG-1	C-1	C-2	O-I	MIX	M-1	M-2	
447110	Gasoline Stations located on Fulton Industrial Boulevard			S			A <u>S</u>	S	302.15
447110	Gasoline Stations not located on Fulton Industrial Boulevard			S			S	S	

Section 3. Amendments are shown with ~~striketrough~~ to denote text to be deleted and **bold underline** to denote text to be added. Where new sections or paragraphs are added that change the numbering of existing sections or paragraphs, all references throughout the Ordinance will be updated accordingly.

Section 4. It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

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

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

Section 5. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 6. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 7. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT:

Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance, As Amended, And The Subdivision Regulations Of South Fulton, Georgia, As Amended, For The Purpose Of Amending The Regulations For Cedar Grove Overlay District And The Cedar Grove Agricultural Overlay District; To Establish Regulations For Said District

DATE OF MEETING: 12/21/2021

DEPARTMENT: Planning

ATTACHMENTS:

Description	Type	Upload Date
TA004 Cedar Grove	Cover Memo	12/17/2021

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Mayor and City Council
FROM: Planning & Zoning Division
SUBJECT: TA21-004
MEETING DATE: December 14, 2021

Modifications to the Cedar Grove Overlay District and Cedar Grove Agricultural Overlay District to reference the existing standards of Cedar Grove Agricultural Subdivision Ordinance (Article VII of Appendix D OF The City of South Fulton Code of Ordinances)

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Approval

cc: Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2021-_____

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON ZONING ORDINANCE, AS AMENDED, AND THE SUBDIVISION REGULATIONS OF SOUTH FULTON, GEORGIA, AS AMENDED, FOR THE PURPOSE OF AMENDING THE REGULATIONS FOR CEDAR GROVE OVERLAY DISTRICT AND THE CEDAR GROVE AGRICULTURAL OVERLAY DISTRICT; TO ESTABLISH REGULATIONS FOR SAID DISTRICT; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this text amendment to the City of South Fulton Zoning Ordinance is in the best interest of the public health, safety, and welfare.

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

Section 1. That Subsection 507.03 (Applicability) of Section 507 (Cedar Grove Overlay

District) of Article 5 (Overlay Districts) be amended to add a new subsection 507.03(d), which new subsection shall read as follows:

"Section 507.03. Applicability.

...(d) See Article VII of Appendix D (Subdivision Regulations) of the City of South Fulton Code of Ordinances for related standards within the Cedar Grove Agricultural Subdivision Ordinance."

Section 2. That Subsection 508.05 (MIX-CGA and CUP-CGA districts; requirements) of Section 508 (Cedar Grove Agricultural Overlay District) of Article 5 (Overlay Districts) of Appendix C (Zoning) which currently reads as follows:

"Sec. 508.05. - MIX-CGA and CUP-CGA districts; requirements.

See Article 4 for allowed uses and development standards."

be amended, in its entirety, to read as follows:

“Sec. 508.05. - Cedar Grove Agricultural Subdivision Ordinance Referenced

See Article VII of Appendix D (Subdivision Regulations) of the City of South Fulton Code of Ordinances for related standards within the Cedar Grove Agricultural Subdivision Ordinance.”

Section 3. That Subsection (c) of Subsection 6 (Area Wide Development Standards) of Section 508 (Cedar Grove Agricultural Overlay District) of Article 5 (OVERLAY DISTRICTS) of Appendix C (ZONING) which currently reads as follows:

“Sec. 508.06. - Area wide development standards.

...(c) See Article 4 for requirements that pertain to buildings and lots in the MIX-CGA and CUP-CGA zoning districts.”

be amended, in its entirety, to read as follows:

“Sec. 508.06. - Area wide development standards.

...(c) See Article 10 for requirements that pertain to buildings and lots in the MIX-CGA and CUP-CGA zoning districts.”

Section 4. That Subsection 2 (APPLICABILITY OF REGULATIONS) of Article VII (CEDAR GROVE AGRICULTURAL SUBDIVISION ORDINANCE) of Appendix D (SUBDIVISION REGULATIONS) which currently reads as follows:

“7.2 - APPLICABILITY OF REGULATIONS

The following subdivision requirements are for residential developments in all zoning districts in that portion of unincorporated Fulton County bordered to the west by the Chattahoochee River, to the south by Coweta County, and to the east by the Cascade Palmetto Highway (SR 154) except for villages, hamlets and minor subdivisions. Compliance with all applicable Fulton County ordinances, regulations, or resolutions is required; however, when in conflict, the most restrictive provisions shall prevail.”

be amended, in its entirety, to read as follows:

“7.2 - APPLICABILITY OF REGULATIONS

The following subdivision requirements are for residential developments in all zoning districts in the Cedar Grove area as defined by maps included in the City of South Fulton Zoning Ordinance sections 507.01 (Cedar Grove Overlay District) and 508.01 (Cedar Grove Agricultural Overlay District) except for minor subdivisions. Compliance with all applicable City of South

Fulton ordinances, regulations, or resolutions is required; however, when in conflict, the most restrictive provisions shall prevail.”

Section 5. It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

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

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

Section 6. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 7. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 8. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT:

Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Creating A New Section 514 Entitled Red Oak Community Overlay District; To Establish Overlay Regulations For Said District; To Enact, By Reference And Incorporation, A Map Establishing The Boundaries Of Said District

DATE OF MEETING: 12/21/2021

DEPARTMENT: Planning

ATTACHMENTS:

Description	Type	Upload Date
TA005 Red Oak	Cover Memo	12/17/2021

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

TO: Mayor and City Council
FROM: Planning & Zoning Division
SUBJECT: TA21-005
MEETING DATE: December 14, 2021

Creation of Red Oak Overlay

STAFF RECOMMENDATION: Approval

**PLANNING COMMISSION RECOMMENDATION: Approval with conditions:
to extend the community review period from 10 to 15 days.**

cc: Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2021-_____

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON ZONING ORDINANCE FOR THE PURPOSE OF CREATING A NEW SECTION 514 ENTITLED RED OAK COMMUNITY OVERLAY DISTRICT; TO ESTABLISH OVERLAY REGULATIONS FOR SAID DISTRICT; TO ENACT, BY REFERENCE AND INCORPORATION, A MAP ESTABLISHING THE BOUNDARIES OF SAID DISTRICT; AND FOR OTHER LAWFUL PURPOSES.

(Sponsored by Councilmember Willis)

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this text amendment to the City of South Fulton Zoning Ordinance is in the best interest of the public health, safety, and welfare.

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

Section 1. The City of South Fulton Zoning Ordinance, the Code of Ordinances, City of South Fulton, Georgia, Appendix C (Zoning), is hereby amended Article 5 (Overlay Districts) by adding a new Section 514 entitled "Red Oak Community Overlay District", which shall read as shown in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. The Official Zoning Map, as amended, is hereby further amended as shown on Exhibit "B", attached hereto and incorporated herein by this reference.

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

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

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

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

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

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

[signatures and voting tabulations appear on the following page]

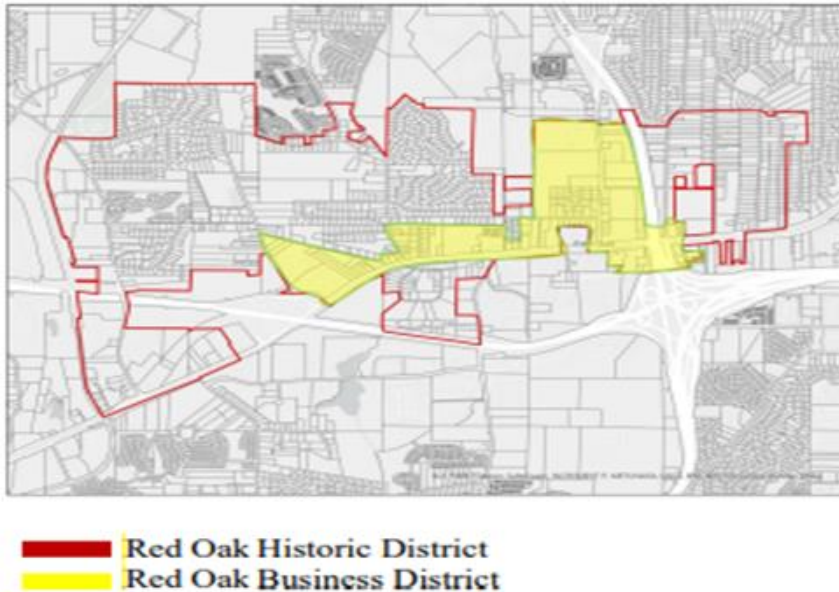
EXHIBIT “A”

ARTICLE 5. – OVERLAY DISTRICTS

...

Sec. 514. – Red Oak Community Overlay District

Sec. 514.01. – Boundary map.



Sec. 514. 02. - Purpose and intent.

The City Council of South Fulton, Georgia hereby declares it to be the purpose and intent of this Sec. 514. - Red Oak Overlay District (District), to establish a uniform procedure for providing for the protection, enhancement, preservation, unity of design, and use of sites, buildings, structures, streets, neighborhoods, and landscape features in the District.

- (a) This District encourages increased pedestrian activity, opportunities for diversifying land uses, and vehicular access to the district. The District is tied together by urban design features, such as lighting, coordinated signage, landscaping, as well as architectural compatibility requirements.
- (b) This Red Oak Overlay District is adopted as part of a strategy designed to promote the health, safety, order, prosperity, and general welfare of the citizens of South Fulton through the regulation of design, aesthetics, location, bulk, size of buildings and structures, and the density and distribution of population.

- (c) This District also seeks to promote design principles in areas of new development and redevelopment, to raise the level of community understanding and expectation for quality in the built environment, to protect and enhance local aesthetic and functional qualities, to stimulate business and promote economic development.
- (d) In consideration of the character of the District, the regulations in this Sec. 514 are intended to monitor the suitability for certain uses, construction and design, prevent functional and visual disunity, promote desirable conditions for community and commerce and protect property against blight and depreciation.

Sec. 514.03. - Applicability.

- (a) This division applies to each application for a land-disturbance permit, building permit or sign permit which involves the development, use, alteration, or modification of any structure where the subject property is located in whole, or in part, within the boundaries of the Red Oak Overlay District. The procedures, standards, and criteria herein apply only to that portion of the subject property within the boundaries of the District.
- (b) The District and the regulations of this Section 514 apply to all properties zoned or developed for nonresidential and residential uses (except as indicated in Sec. 514.03(c) below) and structures within the area illustrated on the map in Sec. 514.
- (c) Single-family detached dwellings are exempt from the District requirements, with the exception that the building material prohibitions in Sec. 514.12(b) shall apply.
- (d) If any portion of a parcel and/or development is located in the defined boundary area, the entire parcel and/or development shall comply with the standards herein.
- (e) The District also recognizes the Red Oak as designated in the South Fulton Comprehensive Plan.

Sec. 514.04. - Architectural review process.

- (a) Prior to issuance of a building permit, the applicant shall submit details of exterior materials, colors, design and architectural features of the proposed building which demonstrate compliance with the design standards set forth in this ordinance.
- (b) South Fulton staff will review all applications for land disturbance permits, building permits and sign permits for compliance with the standards of this overlay district and upon determination of compliance

will provide a Certificate of Endorsement (COE) in the form of signing the formally submitted plans and drawings.

- (c) Prior to the issuance of a building permit, the community will be allowed 10 working days to review and comment. An application which otherwise conforms to applicable codes and regulations shall not be delayed issuance of a building permit for more than 10 working days due to this review and comment process.
- (d) All building plans submitted as an application for a building permit should clearly indicate all of the proposed building materials and colors for each facade in accordance with Sec. 514.12 and Sec. 514.13. The plans should clearly show the location and calculate the amount/percentages of all building materials per facade.

Sec. 514.05. - Landscaping, buffers and street tree requirements.

- (a) All AG-1 and residentially zoned developments shall provide a minimum 50-foot wide natural, undisturbed buffer with a 10-foot improvement setback along all public streets.
- (b) All non-residentially (except AG-1) zoned developments shall provide a minimum 25-foot wide landscape strip along all public streets.
- (c) A minimum 25-foot wide natural, undisturbed buffer with a 10-foot improvement setback shall be provided along any interior property line adjacent to a residential zoning and/or use.
- (d) A minimum 15-foot-wide landscape strip shall be provided along any interior property line adjacent to a nonresidential zoning and/or use.
- (e) Large, overstory trees shall be planted 40 to 60 feet on center and are allowed along residential and commercial streets.
- (f) Small, understory trees shall be planted 10 to 30 feet on center along residential streets.
- (g) Street trees shall be a minimum of 2-inch caliper diameter at breast height (DBH).
- (h) Street trees shall be selected from Appendix E of the South Fulton Tree Preservation Ordinance and Administrative Guidelines or as may be approved by the South Fulton Arborist.

Sec. 514.06. - Accessory site features.

- (a) Accessory site features are prohibited in the front yard of any property.

- (b) Accessory site features located on the ground shall be screened from view from any public right-of-way, any residential use, or any residential or AG-1 zoning district by one of the following: placement behind the building, 100% opaque fencing, berm or vegetative screen planted to buffer standards.
- (c) Accessory site features on a roof shall be screened by a parapet or other architectural feature or as approved by the director.

Sec. 514.07. - Refuse areas and receptacles.

- (a) Refuse areas and receptacles shall be placed in the least visible location from public streets and shall be enclosed on three sides with opaque walls. The fourth side shall be a self-closing gate made from noncombustible materials.
- (b) Required opaque walls shall be a minimum of 12 inches higher than the receptacle. Wall materials shall be noncombustible brick, stone, or split-faced concrete masonry block.
- (c) Refuse receptacles shall not be placed within 50 feet of an existing residential or AG-1 zoning district.

Sec. 514.08. - Fencing and walls.

- (a) Fencing materials along public streets and side yards, golf courses, play fields and other recreational areas are restricted to decorative stone, iron, wrought iron, treated wood, white picket, and/or minimum three-rail horse fencing with posts.
- (b) Opaque fences are prohibited adjacent to public streets.
- (c) When required, fencing material around detention/retention facilities shall be constructed in accordance with the South Fulton Subdivision Regulations or as approved by the CDRA Director. Vegetation shall be planted in accordance with Article 4 of this Ordinance.
- (d) Retaining walls shall be faced with or constructed of stone, brick, or decorative concrete modular block only.

Sec. 514.09. - Sidewalks/pedestrian paths.

- (a) Sidewalks are required along all public and private road frontages (except alleys) and shall meet all applicable Americans with Disabilities Act (ADA) standards.
- (b) Sidewalks and other paths (multi-purpose or pedestrian) shall be illustrated on the site plan submitted at the time of application for a Land Disturbance Permit.

- (c) Meandering sidewalks are permissible upon approval by the CDRA Director.
- (d) Pedestrian paths shall be a minimum width of 5 feet.
- (e) Pedestrian paths may be constructed of either colored/textured materials or conventional sidewalk materials and shall be clearly identified.
- (f) Multi-use paths for bicycles and pedestrians may be substituted for the required sidewalks as approved by the director when the path is part of the South Fulton Bicycle and Pedestrian Plan.
- (g) Multi-use paths designed for use by bicyclists and pedestrians shall be a minimum of 15 feet wide; 5 feet for the pedestrian sidewalk and 10 feet for the bicyclists.
- (h) Street furniture shall be located outside the specified width of any path.
- (i) Paths shall be connected to signalized crosswalks where applicable.
- (j) Paths shall be designed to minimize direct auto-pedestrian interaction.
- (k) Paths should be direct and convenient routes between points of origin (such as a bus stop) and destination (such as a shop, bank, etc.).
- (l) Pedestrian access should be provided to all entrances including access from rear parking areas.

Sec. 514.10. – Lighting.

- (a) A lighting plan for open parking lots and pedestrian paths shall be submitted for approval prior to the issuance of a land disturbance permit.
- (b) Open parking lots and walkways providing access thereto shall be provided with a maintained minimum 2-foot candles (a measure of illumination) of light measured at grade level.
- (c) The maximum to minimum foot candle level shall not exceed a 12:1 ratio.
- (d) Non-LED shoebox lighting fixtures, cobra lighting fixtures, and neon lighting are prohibited.
- (e) Any luminaire with a lamp or lamps rated at a total of MORE than 1,800 lumens, and all flood or spot luminaires with a lamp or lamps rated at a total of MORE than 900 lumens, shall not emit any direct light above a

horizontal plane through the lowest direct-light-emitting part of the luminaire.

- (f) Any luminaire with a lamp or lamps rated at a total of MORE than 1,800 lumens, and all flood or spot luminaires with a lamp or lamps rated at a total of MORE than 900 lumens, shall be mounted at a height equal to or less than the value $3 + (D/3)$, where D is the distance in feet to the nearest property boundary. The maximum height of the luminaire may not exceed 25 feet.
- (g) Any luminaire with a lamp or lamps rated at a total of 1800 lumens or LESS, and all flood or spot luminaires with a lamp or lamps rated at 900 lumens or LESS, may be used without restriction to light distribution or mounting height, except that if any spot or flood luminaire rated 900 lumens or LESS is aimed, directed, or focused such as to cause direct light from the luminaire to be directed toward residential buildings on adjacent or nearby land, or to create glare perceptible to persons operating motor vehicles on public ways, the luminaire shall be redirected or its light output controlled as necessary to eliminate such conditions.
- (h) Luminaires used for public-roadway illumination may be installed at a maximum height of 25 feet and may be positioned at that height up to the edge of any bordering property.
- (i) All temporary emergency lighting needed by the police or fire departments or other emergency services, as well as all vehicular luminaires, shall be exempt from the requirements of this article.
- (j) All hazard warning luminaires required by Federal regulatory agencies are exempt from the requirements of this article, except that all luminaires used must be red and must be shown to be as close as possible to the Federally required minimum lumen output requirement for the specific task.
- (k) Luminaires used primarily for sign illumination may be mounted at any height to a maximum of 25 feet, regardless of lumen rating.
- (l) Lighting fixtures used to illuminate a billboard shall be mounted on the top of the sign structure. All such fixtures shall use a type of shielding to direct lighting downward. Bottom-mounted sign lighting shall not be used.

- (m) The use of laser source light or any similar high intensity light, searchlights, permanent mounted exterior neon lights, back-lit awnings, and roof mounted lights are prohibited.

Sec. 514.11. - Building Design.

- (a) Buildings shall include architecture elements such as columns, arcades, covered entry-walkways, arches, facade offsets, windows, balconies, offset walls, clock towers, cupolas and/or courtyards.
- (b) All buildings shall be oriented to face a street or a courtyard.
- (c) The principal entry area of a building shall be articulated and express greater architectural detail than other portions of the building.
- (d) All primary entrances which face a street shall be at street level.
- (e) Buildings are limited to 35 feet in height.
- (f) To the extent any rear or side of any building is visible from any public street or single-family residence, architectural treatment shall continue through the rear or side.
- (g) For large commercial/retail buildings, variations in facade, roofline and depth should be provided to lend the appearance of multi-tenant occupancy.
- (h) Fuel pumps, canopies and associated gasoline station service areas should be located at the rear of the structure, not between the building and the street, to allow the building to be the spatial edge of the streetscape.
- (i) Permissible roofs are gable, pyramidal, and hip. Shed roofs are permitted over porches, additions, and accessory structures. Roof pitches shall be 5/12 to 12/12.
- (j) Roof mounted flagpoles are prohibited.

514.12. - Building materials.

- (a) The exterior wall materials of all nonresidential buildings shall consist of a minimum of 60% (per vertical wall plane) of the following: brick, stone, or clapboard (or an equivalent alternative treatment approved by the Director of Community Development and Regulatory Affairs). Reflective glass is prohibited.
- (b) The exterior wall materials of all residential buildings shall consist of a minimum of 60% (per vertical wall plane) of the following: brick, stone,

stucco, solid plank, cementitious plank, or horizontal clapboard siding (or an equivalent alternative treatment approved by the Director of Community Development and Regulatory Affairs). Vinyl siding, aluminum siding and synthetic stucco is prohibited.

- (c) Any nonresidential building facade shall have a minimum of 25% fenestration or as may be approved by the CDRA Director. Black glass, tinted glass, and/or mirrored glass is prohibited.
- (d) Accent wall materials on residential and nonresidential buildings shall consist of glass, architecturally treated concrete masonry, precast stone, or traditional stucco (or an equivalent alternative treatment approved by the Director of Community Development and Regulatory Affairs) and shall not exceed 40% per vertical wall plane.
- (e) Exterior finishes for accessory structures shall be consistent with the principal structure.
- (f) Allowable roof materials for pitched roofs are asphalt shingles, composition shingles, wood shingles, wood shake, slate, terra cotta or as may be approved by the CDRA Director.

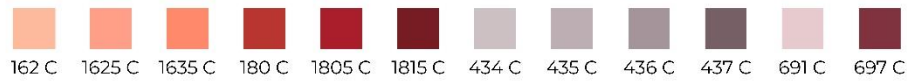
Sec. 514.13. - Building colors.

- (a) Roof colors shall be black, gray, brown, or green. Reflective and metallic colors are prohibited.
- (b) Colors for exterior walls, building components, sign structures, accent and decorative elements must be chosen from the tones and shades specified in the color chart below (from the Pantone Formula Color Guide) or as approved by the CDRA Director.

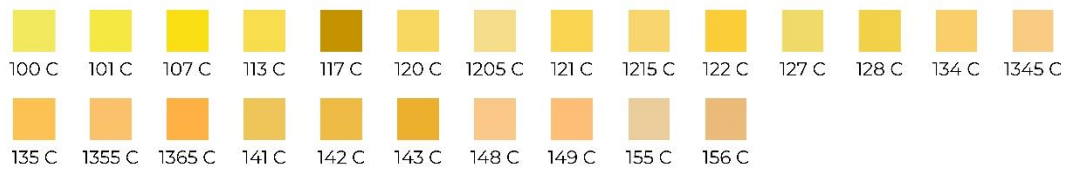
Browns



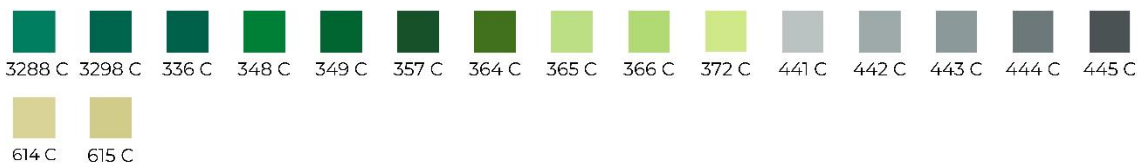
Reds



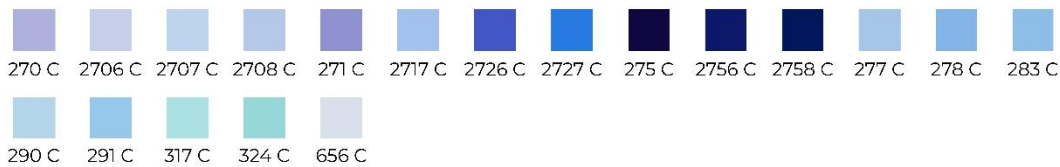
Yellows



Greens



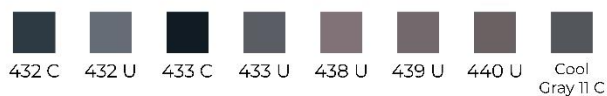
Blues



Grays

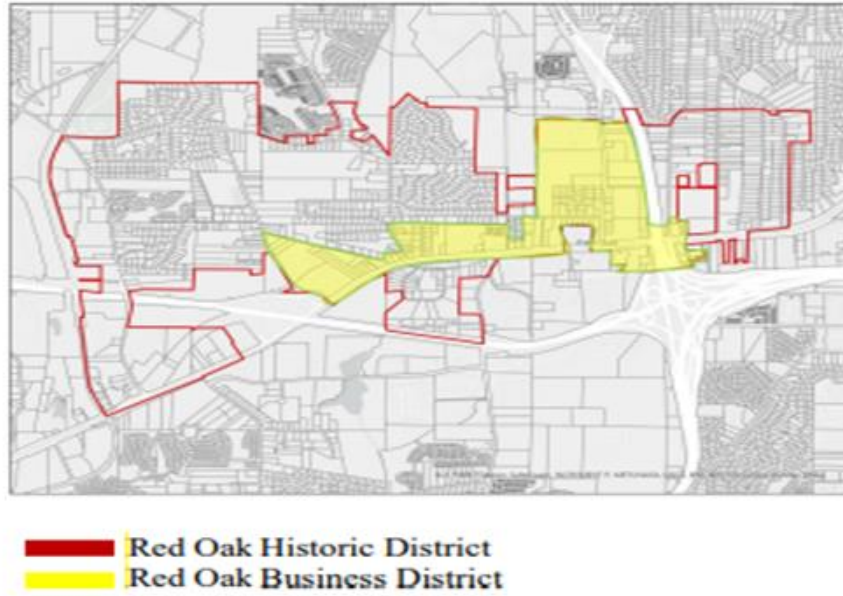


Blacks



The code number under each color refers to the Pantone Matching System, an International Color Matching System. An online color search tool can be accessed here: <https://www.pantone.com/color-finder?from=topNav>. To search for a color, type the code number code into the search box. Include a space between the number and letters.

EXHIBIT "B"





CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT:

Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Section Regulating The Standards Of Review For Proposed Special Uses

DATE OF MEETING: 12/21/2021

DEPARTMENT: Planning

ATTACHMENTS:

Description	Type	Upload Date
TA006 Expanded Standards Special Uses	Cover Memo	12/17/2021

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

TO: Mayor and City Council
FROM: Planning & Zoning Division
SUBJECT: TA21-004
MEETING DATE: December 14, 2021

Expanded Standards for review of proposed Special Uses in the City

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Approval

cc: Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2021-_____

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON ZONING ORDINANCE, FOR THE PURPOSE OF AMENDING THE SECTION REGULATING THE STANDARDS OF REVIEW FOR PROPOSED SPECIAL USES; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this text amendment to the City of South Fulton Zoning Ordinance is in the best interest of the public health, safety, and welfare.

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

Section 1. That Subsection (b) (*Standards for review of proposed special uses*) of Subsection 803.06 (Standards for review of a proposed rezoning or special use) of Article 8 (PROCEDURES AND PERMITS) of Appendix C (Zoning) which currently reads as follows

- “(b) *Standards for review of proposed special uses.*
- (1) Is the proposed use consistent or inconsistent with the Comprehensive Plan?
 - (2) Is the proposed use consistent with supplemental plans adopted by the City Council, such as/or revitalization or economic development plans?
 - (3) Is the proposed use compatible with adjacent land uses and zoning districts?
 - (4) Does the proposed use violate local, state and/or federal statutes, ordinances or regulations governing land development?
 - (5) What is the effect of the proposed use on vehicular and pedestrian traffic flow and safety, along adjoining streets?
 - (6) Is the open space adequate to preserve the character of the area and reduce environmental impacts?
 - (7) Is the screening adequate to protect adjacent uses from any negative impacts of the proposed use?

- (8) Can outdoor lighting be used so as not to interfere with surrounding uses?
- (9) Are the hours and manner of operation of the proposed use compatible with surrounding uses?
- (10) Does ingress and egress to the property reduce negative impacts of the proposed use or enhance safety?
- (11) Will the number, size and type of signs proposed for the site have any negative impact on traffic or surrounding property uses?
- (12) Are off-street parking spaces adequate? Will they be properly located to reduce any negative impact on surrounding property uses?
- (13) Does the use have sufficient space to operate its activities?
- (14) Are there any negative environmental impacts which should be considered, for example, topography, special geological features, soil, water runoff, air pollution, water pollution or contamination, wetlands, etc.?"

be amended to add additional standards for review beginning with new subsections (15) through (20), so that, as amended, said Section 803.06(b) shall read as follows:

- “(b) *Standards for review of proposed special uses.*
 - (1) Is the proposed use consistent or inconsistent with the Comprehensive Plan?
 - (2) Is the proposed use consistent with supplemental plans adopted by the City Council, such as/or revitalization or economic development plans?
 - (3) Is the proposed use compatible with adjacent land uses and zoning districts?
 - (4) Does the proposed use violate local, state and/or federal statutes, ordinances or regulations governing land development?
 - (5) What is the effect of the proposed use on vehicular and pedestrian traffic flow and safety, along adjoining streets?
 - (6) Is the open space adequate to preserve the character of the area and reduce environmental impacts?
 - (7) Is the screening adequate to protect adjacent uses from any negative impacts of the proposed use?
 - (8) Can outdoor lighting be used so as not to interfere with surrounding uses?
 - (9) Are the hours and manner of operation of the proposed use compatible with surrounding uses?
 - (10) Does ingress and egress to the property reduce negative impacts of the proposed use or enhance safety?
 - (11) Will the number, size and type of signs proposed for the site have any negative impact on traffic or surrounding property uses?
 - (12) Are off-street parking spaces adequate? Will they be properly located to reduce any negative impact on surrounding property

uses?

- (13) Does the use have sufficient space to operate its activities?
- (14) Are there any negative environmental impacts which should be considered, for example, topography, special geological features, soil, water runoff, air pollution, water pollution or contamination, wetlands, etc.?"
- (15) **Availability of other land suitable for proposed use and effect on balance of land uses;**
- (16) **Effect on character of the neighborhood;**
- (17) **Suitability of proposed uses;**
- (18) **Effect on adjacent property;**
- (19) **Economic use of current zoning;**
- (20) **Other conditions."**

Section 3. Amendments are shown with ~~strikethrough~~ to denote text to be deleted and **bold underline** to denote text to be added. Where new sections or paragraphs are added that change the numbering of existing sections or paragraphs, all references throughout the Ordinance will be updated accordingly.

Section 4. It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

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

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

Section 5. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 6. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 7. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT:

Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Regulations For Principal Buildings In The AG-1 Zoning District

DATE OF MEETING: 12/21/2021

DEPARTMENT: Planning

ATTACHMENTS:

Description	Type	Upload Date
TA007 Minium Home Size	Cover Memo	12/17/2021

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

TO: Mayor and City Council
FROM: Planning & Zoning Division
SUBJECT: TA21-007
MEETING DATE: December 14, 2021

Minimum Home Size addition in AG-1

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Approval

cc: Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2021-_____

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON ZONING ORDINANCE FOR THE PURPOSE OF AMENDING THE REGULATIONS FOR PRINCIPAL BUILDINGS IN THE AG-1 ZONING DISTRICT; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this text amendment to the City of South Fulton Zoning Ordinance is in the best interest of the public health, safety, and welfare.

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

Section 1. That Table 4-1 (Area Regulations for Lots and Principal Buildings) which currently reads as follows:

Table 4-1 Area Regulations for Lots and Principal Buildings

Zoning District ↓	Lot Area (minimum acres or square feet)	Setbacks (minimum feet)			Lot Width (minimum feet)	Lot Frontage (minimum feet)	Development Frontage (minimum feet)	Height (maximum feet)	Heated Floor Area (minimum square feet) (g.f. = ground floor)	Density (maximum dwelling units per gross acre)	Lot Coverage (maximum percent)
		Front ¹	Side	Rear							
AG-1	1 acre with frontage on paved road										
	3 acres with frontage on unpaved road	60'	N/A	25' to interior lot line 40' to street	50'	100'	35'	N/A	40'	N/A	N/A

be amended to establish a minimum housing size within the AG-1 Zoning classification, to read as follows:

Table 4-2 Area Regulations for Lots and Principal Buildings

Zoning District ↓	Lot Area (minimum acres or square feet)	Setbacks (minimum feet)				Lot Width (minimum feet)	Lot Frontage (minimum feet)	Development Frontage (minimum feet)	Height (maximum feet)	Heated Floor Area (minimum square feet) (g.f. = ground floor)	Density (maximum dwelling units per gross acre)	Lot Coverage (maximum percent)
		Front ²		Side	Rear							
		To lot line	Staggered									
AG-1	1 acre with frontage on paved road	60'	N/A	25' to interior lot line 40' to street	50'	100'	35'	N/A	40'	< 2 story: 1,800 sq.ft. on g.f. ≥ 2 story: 2,000 sq.ft. with 1,200 sq.ft. on g.f.	N/A	N/A
	3 acres with frontage on unpaved road											

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

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

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

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

be amended to establish a minimum housing size within the AG-1 Zoning classification, to read as follows:

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

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

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

[signatures and voting tabulations appear on the following page]



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT:

Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending And Clarifying The Principal Use Table With Regard To Outdoor Recreational Courts

DATE OF MEETING: 12/21/2021

DEPARTMENT: Planning

ATTACHMENTS:

Description	Type	Upload Date
TA008 Recreational Courts	Cover Memo	12/17/2021

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

TO: Mayor and City Council

FROM: Planning & Zoning Division

SUBJECT: TA21-008

MEETING DATE: December 14, 2021

“Recreational Courts” added to Section 302.99 and Definitions

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Approval

cc: Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2021-_____

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON ZONING ORDINANCE FOR THE PURPOSE OF AMENDING AND CLARIFYING THE PRINCIPAL USE TABLE WITH REGARD TO OUTDOOR RECREATIONAL COURTS; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this text amendment to the City of South Fulton Zoning Ordinance is in the best interest of the public health, safety, and welfare.

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

Section 1. That Table 2-4 (Principal Use Table: Non-Residential Districts) which currently reads, in part, as follows:

713	Amusements and Recreation, Outdoor	AG-1	C-1	C-2	O-I	MIX	M-1	M-2	
713990	Tennis Courts			S			S	S	<u>302.09</u>

be amended to read as follows:

713	Amusements and Recreation, Outdoor	AG-1	C-1	C-2	O-I	MIX	M-1	M-2	
713990	Recreational court, public			S			S	S	<u>302.32</u>

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

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

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

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 4. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

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

[signatures and voting tabulations appear on the following page]



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT:

Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Section Regulating The Standards Of Review For Proposed Special Uses

DATE OF MEETING: 12/21/2021

DEPARTMENT: Planning

ATTACHMENTS:

Description	Type	Upload Date
TA009 Zoning Denial	Cover Memo	12/17/2021

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

TO: Mayor and City Council

FROM: Planning & Zoning Division

SUBJECT: TA21-009

MEETING DATE: December 14, 2021

Zoning Denial Timing change from 6 months to 1 year

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Approval

cc: Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2021-_____

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON ZONING ORDINANCE, FOR THE PURPOSE OF AMENDING THE SECTION REGULATING THE STANDARDS OF REVIEW FOR PROPOSED SPECIAL USES; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this text amendment to the City of South Fulton Zoning Ordinance is in the best interest of the public health, safety, and welfare.

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

Section 1. That Subsection (b) (*Standards for review of proposed special uses*) of Subsection 803.06 (Standards for review of a proposed rezoning or special use) of Article 8 (PROCEDURES AND PERMITS) of Appendix C (Zoning) which currently reads as follows

- “(b) *Standards for review of proposed special uses.*
- (1) Is the proposed use consistent or inconsistent with the Comprehensive Plan?
 - (2) Is the proposed use consistent with supplemental plans adopted by the City Council, such as/or revitalization or economic development plans?
 - (3) Is the proposed use compatible with adjacent land uses and zoning districts?
 - (4) Does the proposed use violate local, state and/or federal statutes, ordinances or regulations governing land development?
 - (5) What is the effect of the proposed use on vehicular and pedestrian traffic flow and safety, along adjoining streets?
 - (6) Is the open space adequate to preserve the character of the area and reduce environmental impacts?
 - (7) Is the screening adequate to protect adjacent uses from any negative impacts of the proposed use?

- (8) Can outdoor lighting be used so as not to interfere with surrounding uses?
- (9) Are the hours and manner of operation of the proposed use compatible with surrounding uses?
- (10) Does ingress and egress to the property reduce negative impacts of the proposed use or enhance safety?
- (11) Will the number, size and type of signs proposed for the site have any negative impact on traffic or surrounding property uses?
- (12) Are off-street parking spaces adequate? Will they be properly located to reduce any negative impact on surrounding property uses?
- (13) Does the use have sufficient space to operate its activities?
- (14) Are there any negative environmental impacts which should be considered, for example, topography, special geological features, soil, water runoff, air pollution, water pollution or contamination, wetlands, etc.?"

be amended to add additional standards for review beginning with new subsections (15) through (20), so that, as amended, said Section 803.06(b) shall read as follows:

- “(b) *Standards for review of proposed special uses.*
- (1) Is the proposed use consistent or inconsistent with the Comprehensive Plan?
- (2) Is the proposed use consistent with supplemental plans adopted by the City Council, such as/or revitalization or economic development plans?
- (3) Is the proposed use compatible with adjacent land uses and zoning districts?
- (4) Does the proposed use violate local, state and/or federal statutes, ordinances or regulations governing land development?
- (5) What is the effect of the proposed use on vehicular and pedestrian traffic flow and safety, along adjoining streets?
- (6) Is the open space adequate to preserve the character of the area and reduce environmental impacts?
- (7) Is the screening adequate to protect adjacent uses from any negative impacts of the proposed use?
- (8) Can outdoor lighting be used so as not to interfere with surrounding uses?
- (9) Are the hours and manner of operation of the proposed use compatible with surrounding uses?
- (10) Does ingress and egress to the property reduce negative impacts of the proposed use or enhance safety?
- (11) Will the number, size and type of signs proposed for the site have any negative impact on traffic or surrounding property uses?
- (12) Are off-street parking spaces adequate? Will they be properly located to reduce any negative impact on surrounding property

uses?

- (13) Does the use have sufficient space to operate its activities?
- (14) Are there any negative environmental impacts which should be considered, for example, topography, special geological features, soil, water runoff, air pollution, water pollution or contamination, wetlands, etc.?"
- (15) Availability of other land suitable for proposed use and effect on balance of land uses;**
- (16) Effect on character of the neighborhood;**
- (17) Suitability of proposed uses;**
- (18) Effect on adjacent property;**
- (19) Economic use of current zoning;**
- (20) Other conditions."**

Section 3. Amendments are shown with ~~strikethrough~~ to denote text to be deleted and **bold underline** to denote text to be added. Where new sections or paragraphs are added that change the numbering of existing sections or paragraphs, all references throughout the Ordinance will be updated accordingly.

Section 4. It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

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

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

Section 5. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 6. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

Section 7. The effective date of this Ordinance shall be the date of adoption unless provided otherwise by the City Charter or state and federal law.

[signatures and voting tabulations appear on the following page]



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT:

Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Boundaries Of The Fulton Industrial Business District Overlay

DATE OF MEETING: 12/21/2021

DEPARTMENT: Planning

ATTACHMENTS:

Description	Type	Upload Date
TA010 Expansion FIB	Cover Memo	12/17/2021

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

TO: Mayor and City Council

FROM: Planning & Zoning Division

SUBJECT: TA21-010

MEETING DATE: December 14, 2021

Expansion of Fulton Industrial Business District Overlay area to include recent annexation

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Approval

cc: Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2021-_____

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON ZONING ORDINANCE FOR THE PURPOSE OF AMENDING THE BOUNDARIES OF THE FULTON INDUSTRIAL BUSINESS DISTRICT OVERLAY; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this text amendment to the City of South Fulton Zoning Ordinance is in the best interest of the public health, safety, and welfare.

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

Section 1. That Subsection 1 (Boundary Map) of Section 510 (Fulton Industrial Business District Overlay District) of Article 5 (Overlay Districts) of Appendix C (Zoning) be amended to expand the boundaries of the Fulton Industrial Business District Overlay District by repealing the current map and replacing it with the map attached hereto as Exhibit "A".

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

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

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

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

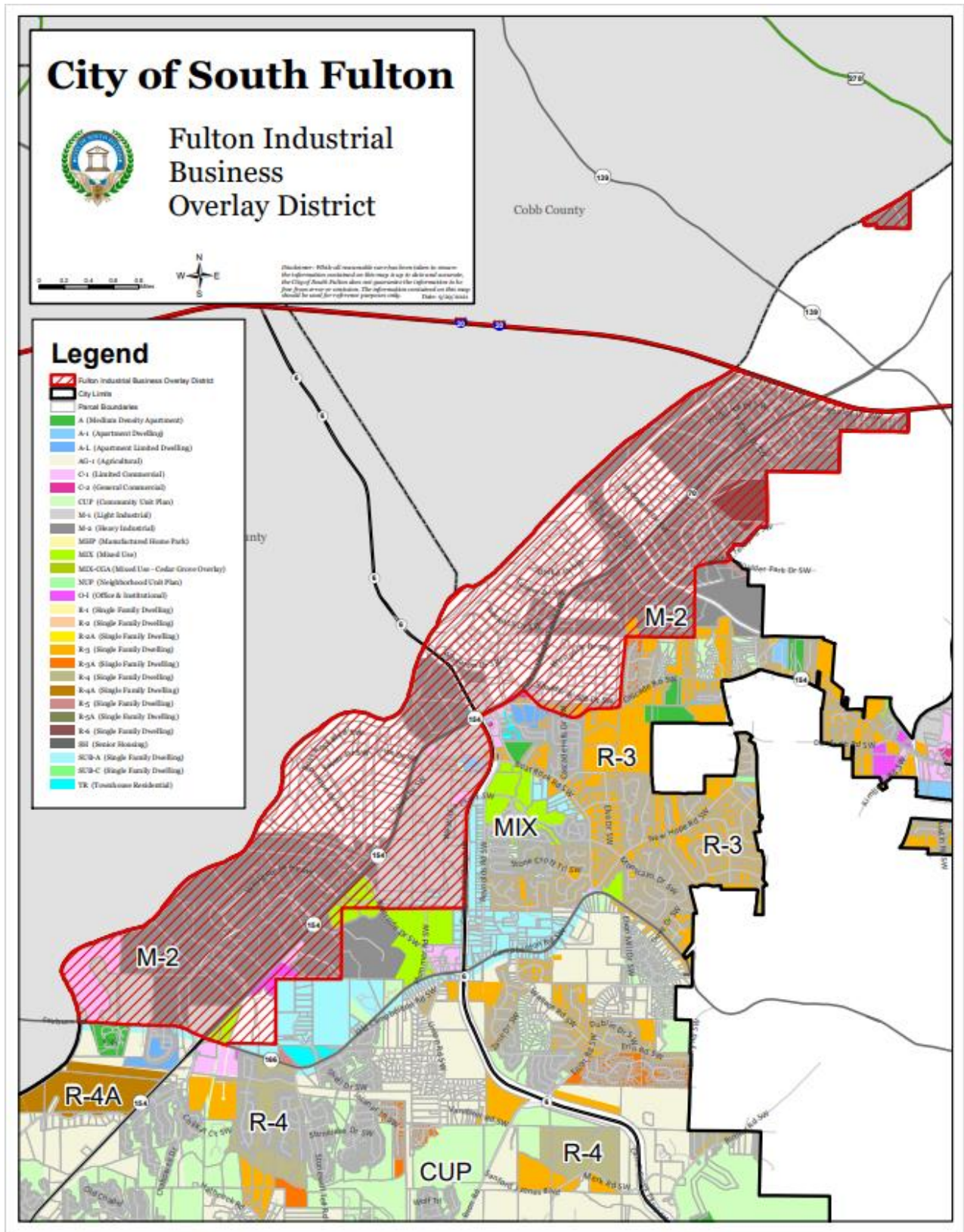
Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 4. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

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

[signatures and voting tabulations appear on the following page]

EXHIBIT “A”





CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT:

Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Fulton Industrial Business District Overlay To Add Landscaping Requirements

DATE OF MEETING: 12/21/2021

DEPARTMENT: Planning

ATTACHMENTS:

Description	Type	Upload Date
TA011 Landscaping Edits FIB	Cover Memo	12/17/2021

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

TO: Mayor and City Council
FROM: Planning & Zoning Division
SUBJECT: TA21-011
MEETING DATE: December 14, 2021

Landscaping Edits to Fulton Industrial Business District Overlay- Enhancement of landscaping requirements for industrial zoned properties on Fulton Industrial by changing Section 510.0 (a) to match Section 506.05

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Approval

cc: Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2021-_____

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON ZONING ORDINANCE FOR THE PURPOSE OF AMENDING THE FULTON INDUSTRIAL BUSINESS DISTRICT OVERLAY TO ADD LANDSCAPING REQUIREMENTS; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this text amendment to the City of South Fulton Zoning Ordinance is in the best interest of the public health, safety, and welfare.

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

Section 1. That Section 510 (Fulton Industrial Business District Overlay District) of Article 5 (Overlay Districts) of Appendix C (ZONING) be amended to add the new Subsection 510.08, to read as follows:

"Section 510. - Fulton Industrial Business District Overlay District

...

Section 510.08. - Landscaping Requirements.

A 15-foot-wide landscape strip along any public street shall be required when Article 4 of the Zoning Ordinance otherwise specifies a smaller landscape strip, in accordance with the following requirements:

- (a) The landscape strip may be as specified by the South Fulton Tree Preservation Ordinance or may be a combination of hardscape elements (plazas, planters, benches, fountains, and tables, etc.), ground cover, shrubs, and the required number of hardwood trees as specified by the Tree Preservation Ordinance.
- (b) Shrubs shall be a minimum height of 3 feet at time of planting.
- (c) A minimum of one 2-inch caliper diameter at breast height (DBH)

hardwood shade tree is required for every 30 linear feet of landscape strip.

- (d) A 10-foot-wide landscape strip shall be provided along any interior property line adjacent to a nonresidential zoning and/or use.”

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

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

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

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 4. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

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

[signatures and voting tabulations appear on the following page]



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT:

Second Reading and Request Approval of An Ordinance To Amend The City Of South Fulton Zoning Ordinance For The Purpose Of Amending The Regulation of Special Events

DATE OF MEETING: 12/21/2021

DEPARTMENT: Planning

ATTACHMENTS:

Description	Type	Upload Date
TA012 Special Events	Cover Memo	12/17/2021

GOVERNMENT OF THE CITY OF SOUTH FULTON

Office of the City Manager

WILLIAM “BILL” EDWARDS
MAYOR



TAMMI SADDLER JONES
CITY MANAGER

MEMORANDUM

TO: Mayor and City Council
FROM: Planning & Zoning Division
SUBJECT: TA21-012
MEETING DATE: December 14, 2021

Modifications to the Permit Process for Special Events with fewer than 250 attendees.

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION RECOMMENDATION: Approval

cc: Corey Adams, City Clerk

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORD2021-_____

AN ORDINANCE TO AMEND THE CITY OF SOUTH FULTON ZONING ORDINANCE FOR THE PURPOSE OF AMENDING THE REGULATION OF SPECIAL EVENTS; AND FOR OTHER LAWFUL PURPOSES.

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

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

WHEREAS, pursuant to City Charter Section 3.10 (b), the City Council is authorized to adopt ordinances and amendments it deems necessary, expedient, or helpful for the health, welfare, safety, comfort and well-being of the inhabitants of the City; and

WHEREAS, the Mayor and City Council of the City of South Fulton finds that this text amendment to the City of South Fulton Zoning Ordinance is in the best interest of the public health, safety, and welfare.

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

Section 1. That Subsection 304.01 (Event, special indoor/outdoor) of Section 304 (Restrictions on Temporary Uses and Structures) of Article 3 (RESTRICTIONS ON PARTICULAR USES) of Appendix C (ZONING) be amended by deleting said section in its entirety.

Section 2. That Subsection 304.02 (Festivals or events, outdoor/indoor) of Section 304 (Restrictions on Temporary Uses and Structures) of Article 3 (RESTRICTIONS ON PARTICULAR USES) of Appendix C (ZONING) be amended by deleting said section in its entirety.

Section 3. That Subsection 904.19 (S) of Section 904 (Definitions) of Article 9 (GLOSSARY) of Appendix C (ZONING) be amended to remove the definition for "Special Event" in its entirety.

Section 4. It is hereby declared to be the intention of the Mayor and Council that: (a) All sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

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

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

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

Section 4. The City Attorney, City Clerk and contracted City Codifier are authorized to make non-substantive formatting and renumbering edits to this ordinance for proofing, codification, and supplementation purposes. The final version of all ordinances shall be filed with the clerk.

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

[signatures and voting tabulations appear on the following page]

EXHIBIT “A”

